



September 28, 2023

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

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, October 2, 2023, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

The following is an additional teleconference location for this meeting:

61 Castle Road  
Cornwall, CT 06796

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

Regular Meeting of October 2, 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, October 2, 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) Operations and Development Committee
      - (i) August 28, 2023 **[See page 1]**
    - 2) Finance and Administration Committee
      - (i) July 10, 2023 **[See page 5]**
      - (ii) August 28, 2023 **[See page 8]**
    - 3) Legal, Government and Environmental Affairs Committee
      - (i) August 28, 2023 **[See page 10]**
  - b. Commission Minutes  
(For Approval)
    - 1) September 18, 2023 **[See page 12]**
  - c. Award of Purchase Order – FAAC Incorporated **[See page 18]**
  - d. Amendment to Airport Conveyance Equipment Services Agreement Elevators Etc., LP **[See page 20]**
  - e. Professional Services Agreement  
Trifiletti Consulting, Inc. **[See page 24]**
  - f. Southern California Association of Governments Letter of Support  
Airport Passenger Ground and Air Access Study  
Caltrans Strategic Partnership Grant – Transit FY 2024-2025 **[See page 33]**
  - g. Award of Ground Lease – ACE Parking III, LLC **[See page 36]**

- h. Replacement Vehicle Acquisition Authorization ***[See page 38]***
- i. Amendment No. 1 to Professional Services Agreement with Allied Universal Security Services ***[See page 40]***
- 6. ITEMS FOR COMMISSION DISCUSSION
  - a. November 2023 Meeting Schedule
- 7. ITEMS FOR COMMISSION APPROVAL
  - a. Replacement Passenger Terminal Project Sustainability Recommendation
- 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, October 2, 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 Operations and Development Committee special meeting of August 28, 2023; approved minutes of the Finance and Administration special meeting of July 10, 2023, and special meeting of August 28, 2023; and approved minutes of the Legal, Government and Environmental Affairs Committee special meeting of August 28, 2023, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the September 18, 2023 Commission meeting minutes are attached for the Commission's review and approval.
- c. AWARD OF PURCHASE ORDER – FAAC INCORPORATED. A staff report is included in the agenda packet. At its meeting on September 18, 2023, the Operations and Development Committee voted (3-0) to recommend that the Commission authorize the issuance of a Purchase Order to FAAC Incorporated in the amount of \$462,894.47 to acquire one MILO Live Tactical Qualification Firearms Trainer Firing Range. The proposed acquisition is a multi-year project, and the purchase price includes delivery, installation, setup, and calibration.
- d. AMENDMENT TO AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT – ELEVATORS ETC., LP. - A staff report is included in the agenda packet. At its meeting on September 18, 2023, the Operations and Development Committee voted (3–0) to approve Amendment No. 1 to the Airport Conveyance Equipment Service Agreement (“Agreement”) with Elevators Etc., LP to extend the term on a month-to-month basis. By extending the Agreement, Staff will be able to conduct a competitive procurement process for an airport conveyance equipment services provider.
- e. PROFESSIONAL SERVICES AGREEMENT – TRIFILETTI CONSULTING, INC. A staff report is included in the agenda packet. At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission approve a Professional Services Agreement (“Agreement”) with Trifiletti Consulting, Inc., to continue providing environmental consulting services in support of the Authority's Memorandum of Understanding with the South Coast Air Quality Management District and the implementation of the voluntary Airport measures identified in the Air Quality Improvement Plan. The proposed Agreement is for the period from November 1, 2023 through October 31, 2024.

- f. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS LETTER OF SUPPORT – AIRPORT PASSENGER GROUND AND AIR ACCESS STUDY CALTRANS STRATEGIC PARTNERSHIP GRANT – TRANSIT FY 2024-2025. A staff report is included in the agenda packet. At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee voted (2–0, 1 absent) to recommend that the Commission authorize a letter of support, copy attached, for the Southern California Association of Governments pursuit of grant funding from Caltrans to undertake an Airport Ground and Air Access Study in 2024.
- g. AWARD OF GROUND LEASE – ACE PARKING III, LLC. A staff report is included in the agenda package. At its meeting on September 18, 2023, the Finance and Administration Committee voted unanimously (3–0) to approve a proposed rent-free Ground Lease with ACE Parking III, LLC.
- h. REPLACEMENT VEHICLE ACQUISITION AUTHORIZATION. A staff report is included in the agenda packet. With regard to the FY 2024 Airport Vehicle Acquisition Update presented to the Operations and Development Committee (“Committee”) at its meeting on September 18, 2023, and subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks the approval of the Commission to:
  - 1) Authorize the acquisition of a 2024 Ford Super Duty F-350 Single Rear Wheel (SRW) Lariat 4 Wheel Drive (4WD) Crew Cab vehicle to replace a 2008 F-450 4 x 2 Utility vehicle in the amount of \$127,632.35 including the outfitting of lights and sirens; and 2) Due to continuing challenges of new vehicle inventory availability due to supply chain issues, long lead times and the need to respond without delay when replacement vehicles become available for purchase or pre-order to secure a production priority spot, authorize Staff to issue future Purchase Orders for any of the remaining five vehicles within the adopted FY 2024 budget appropriations.
- i. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL SECURITY 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 Commission approval of a proposed Amendment No. 1 to the Professional Services Agreement with Universal Protection Service LP dba Allied Universal Security Services for airport security and traffic control services.

## 6. ITEMS FOR COMMISSION DISCUSSION

- a. NOVEMBER 2023 MEETING SCHEDULE. No staff report attached. The meeting for the Commission and the Operations, Legal and Finance Committees in the month of November are normally scheduled for the third Monday of the month. For this November, the date falls during the week of the Thanksgiving Holiday. Staff is inquiring if the Commission would prefer rescheduling the meetings for the week prior to Monday, November 13, or maintain the current scheduled date of November 20.

## 7. ITEMS FOR COMMISSION APPROVAL

- a. REPLACEMENT PASSENGER TERMINAL PROJECT – SUSTAINABILITY RECOMMENDATION. No staff report attached. Representatives from Jacobs Project Management Co., Trifiletti Consulting, and Corgan provided to the Executive Committee at its meeting on September 6, 2023, an overview of

certifications and accreditations available and a recommendation to be pursued for the Replacement Passenger Terminal ("RPT") Project. Based on the input received from the Executive Committee, the recommendation for the Replacement Passenger Terminal Project is to: 1) Apply for LEED Certification, 2) Achieve LEED Silver rating at a minimum, and 3) Set an aspirational goal for LEED Gold.

*Approved on September 18, 2023*

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

**AUGUST 28, 2023**

A special meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:00 a.m., by Commissioner Devine.

**1. ROLL CALL**

**Present:** Commissioners Devine and Gabel-Luddy

**Absent:** Commissioner Hampton

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Patrick Lammerding, Deputy Executive Director,  
Planning and Development; Nerissa Sugars,  
Director, Communications and Air Service;  
Thomas Henderson, Director, Operations;  
Scott Kimball, Deputy Executive Director,  
Operations, Business and SMS

**2. Approval of Agenda**

Agenda was approved as presented.

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. July 10, 2023**

A draft copy of July 10, 2023, Special Committee meeting minutes was included in the agenda packet for review and approval.

**Motion**

Commissioner Gabel-Luddy moved approval of the minutes; seconded by Commissioner Devine.

**Motion Approved**

There being no objection, the motion was approved (2–0, 1 absent).

## 5. Items for Approval

### a. Janitorial Services Transition Diverse Facility Solutions Contract Amendment and C&W Facility Services Contract Award

Staff sought a recommendation from the Operations and Development Committee to the Commission to: (i) approve an amendment to the Janitorial Services Agreement with Diverse Facility Solutions, Inc. to extend the term until October 31, 2023 and increase the monthly fee; and (ii) award a 12-month Janitorial Services Agreement to C&W Facility Services Inc., which will commence on November 1, 2023. During the next 12 months, staff will issue a Request for Proposals for a long-term janitorial services provider.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

#### Motion

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

#### Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

### b. Waste Hauling and Recycling Services Agreement Extension American Reclamation, Inc.

Staff sought a recommendation from the Operations and Development Committee to the Commission to authorize the exercise of the second of the two one-year extension options for the Waste Hauling and Recycling Services Agreement with American Reclamation, Inc

#### Motion

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

#### Motion Approved

There being no objection, the motion was approved (2-0, 1 absent).

### c. Award of Professional Services Agreement - Air Service Consulting Services

Staff sought a recommendation from the Operations and Development Committee to the Commission for the award of a Professional Services Agreement to Arthur D. Little, LLC., for air service consulting services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000 to be completed within FY 2024.

Subject to the recommendation of the Committee, this item was placed on the Commission agenda for its consideration immediately following the Committee's meeting.

– 2 –

**Motion**

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

**Motion Approved**

There being no objection, the motion was  
approved (2-0, 1 absent).

**d. Award of Contract – Wildlife Hazard  
Assessment and Wildlife Hazard  
Management Plan**

Staff sought a recommendation from the  
Operations and Development Committee to the  
Commission to award a contract to SES Energy  
Services, LLC for revisions to the Authority's  
Wildlife Hazard Assessment ("WHA") and an  
update of the current Wildlife Hazard Management  
Plan ("WHMP") in the amount of \$127,600. The  
current WHA and WHMP were completed in 2012  
and 2014, respectively. Due to the level of wildlife  
activity and changes to the airport property and  
surrounding environment, the Federal Aviation  
Administration recommended that revisions to the  
current WHA and WHMP be developed.

**Motion**

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

**Motion Approved**

There being no objection, the motion was  
approved (2-0, 1 absent).

**e. Replacement Aircraft Rescue  
Firefighting Vehicle Acquisition**

Staff sought a recommendation from the  
Operations and Development Committee to the  
Commission for approval of a replacement Aircraft  
Rescue and Firefighting ("ARFF") vehicle  
acquisition from Oshkosh Airport Products, a  
division of Pierce Manufacturing Inc. The  
acquisition will be made through an award of (1) an  
ARFF Vehicle Purchase Contract in the amount of  
\$1,056,707.66 for the base vehicle and (2) a  
Purchase Order in the amount of \$71,015.00 for  
ancillary equipment. The total cost of the  
replacement ARFF vehicle will be \$1,127,722.66.

**Motion**

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

**Motion Approved**

There being no objection, the motion was  
approved (2-0, 1 absent).

**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 8:45 a.m.

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

**MONDAY, JULY 10, 2023**

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 11:24 a.m., by Commissioner Wilson.

**1. ROLL CALL**

**Present:** Commissioners Quintero and Wilson

**Absent:** Commissioner Ovrom

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

Also Present:  
Mr. Louis Choi, Managing Director, Public Resources Advisory Group  
Ms. Teresa Ho-Urano, Esq., THU Consulting

**2. Staff Announcement: AB 23**

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

**3. Approval of Agenda**

The agenda was approved as presented.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was approved (2–0, 1 absent).

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. June 26, 2023**

A draft copy of the minutes of the meeting of June 26, 2023, were included in the agenda packet for review and approval.

**Motion**

Commissioner Quintero moved approval of the minutes; seconded by Commissioner Wilson.



**Motion Approved**

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

**6. Treasurer’s Report**

**a. April 2023**

A copy of the April 2023 Treasurer’s Report was included in the agenda packet for the Committee’s review.

**Motion**

Commissioner Quintero moved approval to recommend that the Commission note and file this report; seconded by Commissioner Wilson.

**Motion approved**

The motion was unanimously approved (2–0, 1 absent).

**7. Items for Approval**

**a. Sixteenth Amendment to the Lease and Concession Agreement – MCS Burbank, LLC**

Staff presented to the Committee for recommendation to the Commission for approval, a proposed Sixteenth Amendment to the Lease and Concession Agreement with MCS Burbank, LLC the Authority’s exclusive food and beverage concessionaire. The Amendment provides an additional 108 sq. ft. of space for a “Grab n’ Go” location in Terminal A.

The Grab n’ Go location will generate an additional \$9,681 per year through an increase to the MAG, and an additional \$2,281 per year in additional rent space.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (2–0, 1 absent).

**b. Amendment No. 2 to License Agreement – County of Los Angeles**

Staff presented to the Committee for recommendation to the Commission for approval, a proposed Amendment No. 2 to a License Agreement with the County of Los Angeles to extend the term for an additional year for the continued operation of a vaccination clinic at the Airport.

Having a County-operated vaccination clinic at the Airport provides convenience for anyone who wants to receive a COVID-19 vaccination or other vaccinations when available. The County currently offers all approved COVID-19 vaccine options, boosters, and the M-Pox vaccine.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (2–0, 1 absent).

**c. Wire Transfers for Payments Under Commercial Paper Program**

The Authority has established a commercial paper program (“CP Program”) as a part of the financing plan for the Replacement Passenger Terminal project. Staff presented to the Committee for recommendation for approval by the Commission, the adoption of the proposed Resolution No. 506 to: (i) affirm authorization to use wire transfers for the CP Program, and (ii) give directions regarding the processing of these wire transfers and the preparation of related quarterly reports.

After the discussion, the Committee made the recommendation to Staff to revise the Resolution to reflect a financial limit authorization with appropriate signatures.

**Motion**

Commissioner Quintero moved approval; seconded by Commissioner Wilson.

**Motion Approved**

The motion was unanimously approved (2–0, 1 absent).

**d. Committee Pending Items**

This item was not addressed.

**8. Adjournment**

There being no further business to discuss, the meeting was adjourned at 11:47 a.m.

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

**MONDAY, AUGUST 28, 2023**

A special meeting of the Finance and Administration Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 10:50 a.m., by Commissioner Ovrom.

**1. ROLL CALL**

**Present:** Commissioners Ovrom and Quintero

**Absent:** Commissioner Wilson

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

**2. Staff Announcement: AB 23**

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

**3. Approval of Agenda**

The agenda was approved as submitted.

**4. Public Comment**

There were no public comments.

**5. Approval of Minutes**

**a. July 10, 2023**

This item was moved to the next scheduled meeting on September 18, 2023.

**6. Treasurer's Report**

**a. May 2023**

A copy of the May 2023 Treasurer's Report was included in the agenda packet for the Committee's review.

**Motion**

Commissioner Ovrom moved approval to recommend that the Commission note and file the May 2023 Treasurer's Report; seconded by Commissioner Quintero.

**Motion Approved**

The motion was approved (2–0, 1 absent) to note and file the report.

## **7. Items for Information**

### **a. CTI Quarterly Investment Review – April 1, 2023 - June 30, 2023**

Staff introduced James Wilkinson of Columbia Threadneedle Investments, the Authority's investment advisor, who participated via teleconference.

Mr. Wilkinson and his colleague, Ron Stahl, also via teleconference, presented a quarterly update on the status of the Authority's Operating and Passenger Facility Charge Investment portfolios ended June 30, 2023.

### **b. Passenger Forecast – FY 2024**

At the request of the Committee, Staff reviewed the FY 2024 passenger forecast.

### **c. Committee Pending Items**

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

## **8. Adjournment**

There being no further business to discuss, the meeting was adjourned at 11:16 a.m.

*Approved on September 18, 2023*

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

**MONDAY, AUGUST 28, 2023**

A special meeting of the Legal, Government and Environmental Affairs Committee was called to order on this date in the Burbank Room, 2627 N. Hollywood Way, Burbank, California, at 8:30 a.m., by Commissioner Williams.

**1. ROLL CALL**

**Present:** Commissioners Williams and Talamantes

**Absent:** Commissioner Najarian

**Also Present:** Frank Miller, Executive Director  
John Hatanaka, Senior Deputy Executive Director;  
Pamela Marcello, Senior Director, government & Public Affairs

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

**2. Approval of Agenda**

The agenda was approved as presented.  
The motion was approved (2-0, 1 absent).

**3. Public Comment**

There were no public comments.

**4. Approval of Minutes**

**a. July 10, 2023**

Commissioner Talamantes moved approval of the July 10, 2023, Special Committee meeting minutes; seconded by Commissioner Williams.

There being no objection, the motion was approved (2-0, 1 absent).

**5. Items for Approval**

**a. Renne Public Policy Group  
Legislative Representation  
Services Contract**

Staff presented to the Committee for recommendation to the Commission for approval of an award of a Professional Services Agreement ("Agreement") to Renne Public Policy Group for state legislative representation services in Sacramento. The proposed Agreement will have a three-year base term and two one-year extension options for the Authority. The compensation for RPPG will be \$8,300 per month plus expenses for the first year, and may be adjusted based on CPI-changes each subsequent year up to a 5% cap.

Due to the importance of these services, subject to the Committee's recommendation, this item was also placed on the Commission's agenda for its meeting immediately following the Committee's meeting.

**Motion**

Commissioner Talamantes moved approval; seconded by Commissioner Williams.

**Motion Approved**

There being no objection, the motion was approved (2-0, 1 absent).

**b. Award of Professional Services Agreement  
Reliance Engineers, LLC**

Staff presented to the Committee for recommendation to the Commission for approval of an award of a Professional Services Agreement to Reliance Engineers, LLC, for continued technical support and advisory services in a not-to-exceed amount of \$95,000 in conjunction with the Authority's California Environmental Quality Act lawsuit against the California High-Speed Rail Authority.

**Motion**

Commissioner Talamantes moved approval; seconded by Commissioner Williams.

**Motion Approved**

There being no objection, the motion was approved (2-0, 1 absent).

**6. Items for Information**

**a. Committee Pending Items**

Staff presented pending items to the Committee members.

**7. Adjournment**

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

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

**MONDAY, SEPTEMBER 18, 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 9:08 a.m., by President Williams.

**1. ROLL CALL**

**Present:** Commissioners Williams, Najarian,  
Talamantes, Hampton, Quintero, Devine,  
Ovrom, Wilson

**Absent:** Commissioners Gabel-Luddy

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive  
Director; Thomas Henderson, Director,  
Operations; Tom Lenahan, Fire Chief, Airport  
Fire Department; Nerissa Sugars, Director,  
Communications and Air Service

Also Present:  
Drew Johnstone, Sustainability Officer,  
Burbank Water and Power  
Michael Wang, Project Manager, Burbank  
Water and Power; Mandip Samra, Assistant  
General Manager, Power Supply, Burbank  
Water and Power

**2. PLEDGE OF ALLEGIANCE**

Commissioner Ovrom led the pledge of  
Allegiance.

President Williams announced that Item No. 6.a. would be presented after Item No. 3.

**3. APPROVAL OF AGENDA**

The agenda was approved as presented.

**MOTION**

Commissioner Quintero moved approval of  
the agenda; seconded by Commissioner  
Hampton.

**MOTION APPROVED**

The motion was approved (8–0, 1 absent).

**AYES:** Commissioners Williams, Najarian  
Talamantes, Hampton, Devine,  
Ovrom, Wilson, Quintero

**NOES:** None

ABSENT: Commissioner Gabel-Luddy

## 6. ITEMS FOR COMMISSION INFORMATION

- |   |   |
|---|---|
| a. Burbank Water and Power Solar Panel Presentation | Staff introduced Burbank Water and Power representatives Drew Johnstone, Michael Wang and Mandip Samra, all of whom made presentations regarding solar panel energy at the Airport. |
|---|---|

## 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.)*

There were no public comments.

## 5. CONSENT CALENDAR

**(Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)**

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

#### 1) Executive Committee

##### (i) August 2, 2023

Approved minutes of the August 2, 2023, Executive Committee were included in the agenda packet for information purposes.

#### 2) Operations and Development Committee

##### (i) July 10, 2023

Approved minutes of the July 10, 2023, Operations and Development Committee were included in the agenda packet for information purposes.

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

##### (i) July 10, 2023

Approved minutes of the July 10, 2023, Legal, Government and Environmental Affairs Committee meeting were included in the agenda packet for information purposes.

### b. Commission Minutes (For Approval)

#### 1) August 28, 2023

A copy of the draft minutes of the August 28, 2023, Commission special meeting were included in the agenda packet for review and approval.



**2) April 27, 2022**

A copy of the draft minutes of the April 27, 2022, Commission special meeting were included in the agenda packet for review and approval.

**c. Treasurer's Report**

**1) May 2023**

At its special meeting on August 28, 2023, the Finance and Administration Committee reviewed the May 2023 Treasurer's Report and voted (2–0, 1 absent) to accept the report and recommend to the Commission for note and file.

**d. Award of Contract – Wildfire Hazard Assessment and Wildlife Hazard Management Plan**

*This item was pulled by Commissioner Ovrom to be discussed under Item No. 8, Items Pulled from Consent Calendar.*

**e. Replacement Aircraft Rescue Firefighting Vehicle Acquisition**

*This item was pulled by Commissioner Talamantes to be discussed under Item No. 8, Items Pulled from Consent Calendar.*

**f. Approval of Additional Aid-In-Construction Deposit for Temporary Power – Replacement Passenger Terminal Project**

At its meeting on September 6, 2023, the Executive Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve an Aid-In-Construction deposit proposal with the City of Burbank in the amount of \$1,411,000 for additional material and labor cost of Burbank Water and Power to bring temporary power to the Replacement Passenger Terminal Project site.

**g. Airport Solution Line Service Agreement Extension**

At its meeting immediately preceding the Commission meeting, the Operations and Development Committee voted unanimously (3–0) to recommend that the Commission approve a one-year extension of the Airport Solution Line Service Agreement with SITA Information Network Computing USA, Inc., for the Common Use Passenger Processing System installed at the Hollywood Burbank Airport. This extension will run from October 1, 2023, to September 30, 2024, at a monthly cost of \$66,065. The cost of the services provided under this agreement are fully reimbursed monthly by the airlines serving the Airport.

**h. July 2023 Passenger and Air Cargo Statistics**

*This item was pulled by Commissioner Ovrom to be discussed under Item No. 8, Items Pulled from Consent Calendar.*

**i. July 2023 Ground Transportation Statistics**

Included in the agenda packet was a presentation citing the ground transportation data for the month of July 2023.

**j. July 2023 Parking Revenue Statistics**

Included in the agenda packet was a presentation citing the parking revenue data for the month of July 2023.

**MOTION**

Commissioner Quintero moved approval of the Consent Calendar with the exception of Items No. 5.d., 5.e., and 5.h.; seconded by Commissioner Hampton.

**MOTION APPROVED**

The motion was approved (8–0, 1 absent).

AYES: Commissioners Williams, Najarian  
Talamantes, Hampton, Devine,  
Ovrom, Wilson, Quintero

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

Commissioner Williams requested an additional vote for Item No. 5.b.1).

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

**1) August 28, 2023**

A copy of the draft minutes of the August 28 10, 2023, Commission special meeting were included in the agenda packet for review and approval.

**MOTION**

Commissioner Quintero moved approval; seconded by Commissioner Hampton.

**MOTION APPROVED**

The motion was approved (7–0, 1 absent, 1 abstention).

AYES: Commissioners Williams, Najarian  
Talamantes, Hampton, Devine,  
Ovrom, Quintero

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

ABSTAINED: Commissioner Wilson

## 8. ITEMS PULLED FROM CONSENT CALENDAR

### 5.d. Award of Contract – Wildfire Hazard Assessment and Wildlife Hazard Management Plan

At its special meeting on August 28, 2023, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission award a contract to SES Energy Services, LLC for revisions to the Authority's Wildlife Hazard Assessment ("WHA") and an update of the current Wildlife Hazard Management Plan ("WHMP") in the amount of \$127,600. Due to the amount of wildlife activity and changes to the airport property and surrounding environment, the Federal Aviation Administration recommended those revisions to the WHA and WHMP be developed.

#### MOTION

Commissioner Ovrom moved approval; seconded by Commissioner Hampton.

#### MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Commissioners Williams, Najarian  
Talamantes, Hampton, Devine,  
Ovrom, Wilson, Quintero

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

### 5.e. Replacement Aircraft Rescue Firefighting Vehicle Acquisition

At its special meeting on August 28, 2023, the Operations and Development Committee voted (2–0, 1 absent) to recommend that the Commission approve a replacement Aircraft Rescue and Firefighting ("ARFF") vehicle acquisition from Oshkosh Airport Products. This acquisition will be made through an award of (1) an ARFF Vehicle Purchase Contract in the amount of \$1,056,707.66 for the base vehicle and (2) a Purchase Order in the amount of \$71,015.00 for ancillary equipment. The total cost of the replacement ARFF vehicle will be \$1,127,722.66.

#### MOTION

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

#### MOTION APPROVED

The motion was approved (8–0, 1 absent).

AYES: Commissioners Williams, Najarian  
Talamantes, Hampton, Devine,  
Ovrom, Wilson, Quintero

NOES: NONE

ABSENT: Commissioner Gabel-Luddy

**5.h. July 2023 Passenger and Air  
Cargo Statistics**

Staff presented the passenger and air cargo statistics for the month of July 2023.

**9. EXECUTIVE DIRECTOR COMMENTS**

There were no 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 a future meeting.)**

Commissioner Quintero updated the Commission on his attendance at the Subcontractor Community Information Session held by Holder-Pankow-Tec Joint Venture for the Replacement Passenger Terminal Project at the Courtyard By Marriott Hotel. This informational meeting included DBE firms interested in construction opportunities for the Hollywood Burbank Airport Replacement Passenger Terminal Project.

**11. PUBLIC COMMENT**

There were no public comments.

**12. ADJOURNMENT**

The meeting was adjourned at 10:45 a.m.

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Felicia Williams, President

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Jess Talamantes, Secretary

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Date

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Date

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**AWARD OF PURCHASE ORDER  
FAAC INCORPORATED**

Prepared by Edward B. Skvarna  
Chief of Police, Director of Public Safety

**SUMMARY**

At its meeting on September 18, 2023, the Operations and Development Committee ("Committee") voted unanimously (3–0) to recommend that the Commission authorize the issuance of a Purchase Order to FAAC Incorporated in the amount of \$462,894.47, proposal attached, to acquire one MILO Live Tactical Qualification Firearms Trainer Firing Range. The proposed acquisition is a multi-year project, and the purchase price includes delivery, installation, setup, and calibration.

**BACKGROUND**

Airport Police Department ("APD") Officers are required to qualify quarterly with their duty firearms. Currently the department is able to conduct firearms training at either the Burbank Police Department ("BPD") or Glendale Police Department ("GPD") firing range, subject to availability. This arrangement, while appreciated, has had a level of challenges due to scheduling and logistics as both BPD and GPD have requirements and demands for their own personnel to utilize their respective range facilities. This leaves only a small window of time available for APD to schedule range time and qualify its Officers. Additionally, there is significant drive time to and from both ranges. If the only time available at either range is while APD Officers are on-duty, then law enforcement personnel are pulled away from their duties at the Airport for an extended period.

Quarterly live range qualification is not the only quarterly firearms qualification APD Officers undergo. APD Officers must also qualify quarterly with the Department's on-airport MILO System which trains the Officers in the shoot/don't shoot decision-making process. MILO stands for "Multiple Interactive Learning Objectives". This system was acquired in 2018 and utilizes a specially modified tool that looks and feels like the firearms issued to APD Officers. This tool emits beams of light when fired onto a screen that projects lifelike computer-generated scenarios which challenge officers with real-world life and death shoot/don't shoot decisions. This system is located in Terminal A in a dedicated police training room.

The proposed acquisition of the MILO Tactical Firearms Trainer will allow APD Officers to complete their quarterly firearms training and the shoot/don't shoot training into one training event. This training allows for the most realistic training scenarios possible in a contained environment while providing officers the ability to fire live ammunition from their duty weapons at MILO generated lifelike scenario driven incidents. The equipment would be installed at a designated location on the west side of the Airport with the training supervised by APD Firearms Instructors. This equipment will improve the utilization of APD Officers, eliminate the need to be away from the Airport for extended periods of time, and provide the

most realistic firearms training currently available. This system also provides the Airport Police Command Staff with a level of flexibility to ensure duty coverage and training schedules are met and not driven by the availability of firing range slots at either BPD or GPD firing ranges.

The proposed Tactical Firearms Training unit is a highly modified/fortified shipping container that is configured into a two-lane firing range. This range can accommodate all commonly used police pistol caliber ammunition (9mm, 45, etc.), all rifle calibers commonly used by police (.223 & .308), as well as 12-gauge shotgun ammunition. The proposed unit is Environmental Protection Agency-certified with a robust air filtration system, bullet capture system, and soundproofing, and it comes with a dedicated MILO system integrated within the range. The designated location for the firearms trainer will require the installation of concrete pads and electricity. This work will need to be undertaken separately prior to delivery of the trainer.

### FUNDING

Appropriations in the amount of \$425,000 were included in the adopted FY 2024 budget for this project. However, the complete acquisition and installation of the proposed system will be a multi-year project. The payment requirement is for 60% of the project cost to be incurred during FY 2024 in the amount of \$277,736.68. The 40% balance will be included in FY 2025 budget in the amount of \$185,157.79 for the training system with a separate amount to be estimated at that time for the installation of concrete pads and electrical power.

### RECOMMENDATION

At its meeting on September 18, 2023, the Committee voted unanimously (3–0) to recommend that the Commission authorize Staff to issue a purchase order to FAAC Incorporated in the amount of \$462,894.47 for the acquisition of a MILO Live Tactical Qualification Firearms Trainer Firing Range.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**AMENDMENT TO  
AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT  
ELEVATORS ETC., LP**

Prepared by Patrick Lammerding  
Deputy Executive Director, Planning and Development

**SUMMARY**

At its meeting on September 18, 2023, the Operations and Development Committee (“Committee”) voted (3–0) to recommend that the Commission approve Amendment No. 1 (“Amendment”) to the Airport Conveyance Equipment Service Agreement (“Agreement”) with Elevators Etc., LP (“Elevators Etc.”) to extend the term on a month-to-month basis. By extending the Agreement, Staff will be able to conduct a competitive procurement process for an airport conveyance equipment services provider.

**BACKGROUND**

On December 10, 2018, the Commission awarded the Agreement to Elevators Etc. for a three-year base period with two one-year extension options at predetermined rates for monthly preventative maintenance services on all conveyance equipment located within the Airport. The Agreement covers six elevators, two escalators, and six moving walkways, and it defines the hourly rates for on-call repair services on an as needed task-order basis. In October 2022 the Commission authorized the exercise of the second and final one-year extension option. The current extension is set to expire on November 30, 2023. During the proposed month-to-month extension of the Agreement, Elevators Etc. has agreed to maintain the current prices during this period of procurement.

If the proposed Amendment is approved, staff anticipates that the competitive process for these services will be initiated on December 1, 2023 and will be completed in five months. The current annual cost for preventative maintenance with Elevators Etc. is \$85,825 with hourly rates for on-call repair services remaining unchanged during the month-to-month extension.

Elevators Etc. is in good standing with its obligations to the Authority and has maintained a satisfactory level of service throughout the base term and extension periods of the Agreement. The firm understands it will be asked to participate in the competitive procurement process.

During the last competitive process, Staff determined that a limited number of qualified firms were able to respond to a Request for Proposals for the maintenance of the type of conveyance equipment at the Airport. Staff will advise the Committee of the progress of the competitive outreach process for these services.

### BUDGET

Appropriations for these services are included in the adopted FY 2024 budget.

### RECOMMENDATION

At its meeting on September 18, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed Amendment with Elevators Etc. and authorize the President to execute the same.



**AMENDMENT NO. 1 TO  
AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT  
(Burbank-Glendale-Pasadena Airport Authority / Elevators Etc. LP)**

This Amendment No. 1 (“First Amendment”) to the December 10, 2018 Airport Conveyance Equipment Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Elevators Etc. LP (“Contractor”), a Delaware limited partnership, is dated October 2, 2023 for reference purposes.

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

- A. The parties executed the Agreement to provide for the Authority’s retention of Contractor as an independent contractor to provide the following professional services: preventative maintenance services, on-call repair services, and emergency repair services for the elevators, escalators, and moving walkways at Bob Hope Airport (commonly known as Hollywood Burbank Airport).
- B. The Authority has exercised both of its one-year extension options and the Agreement is scheduled to expire on November 30, 2023.
- C. The parties desire to amend the Agreement to extend the term on a month-to-month basis at the current rates.

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

- 1. Amendment of Section 3.** Section 3 (Term) of the Agreement is amended by adding a new paragraph (D) to read as follows:

“D. Commencing December 1, 2023, this Agreement shall continue on a month-to-month basis at the then-current rates. Notwithstanding the second sentence of paragraph (C), either party may terminate this Agreement for convenience upon 30 days prior written notice to the other party.”

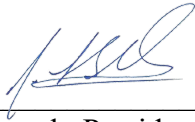
- 2. Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**Elevators Etc. LP**



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Jason Babcock, President

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**Burbank-Glendale-Pasadena Airport Authority**

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Felicia Williams, President

Approved as to form:

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Richards, Watson & Gershon  
A Professional Corporation

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**PROFESSIONAL SERVICES AGREEMENT  
TRIFILETTI CONSULTING, INC.**

Prepared by Maggie Martinez  
Director, Noise & Environmental Affairs

**SUMMARY**

At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee ("Committee") voted (2–0, 1 absent) to recommend that the Commission approve a Professional Services Agreement ("Agreement") with Trifiletti Consulting Inc. ("Trifiletti"), copy attached, to continue providing environmental consulting services in support of the Authority's Memorandum of Understanding ("MOU") with the South Coast Air Quality Management District ("SCAQMD") and the implementation of the voluntary Airport measures identified in the Air Quality Improvement Plan ("AQIP"). The proposed Agreement is for the period from November 1, 2023, to October 31, 2024.

**BACKGROUND**

In 2016, the SCAQMD created an Air Quality Management Plan ("AQMP") which is intended to achieve the National Ambient Air Quality Standards for the South Coast Air Basin. The AQMP lists various measures to reduce Nitrogen Oxides ("NOx") and Volatile Organic Compounds ("VOC"), Particulate Matter ("PM") PM2.5, lead, and diesel particulate matter from non-aircraft sources. All airport operators in the basin were required by the AQMP to create an AQIP which specifically outlines actions and goals to reduce emissions in and around their facility. To memorialize the implementation terms for certain AQIP measures, each airport operator in the basin executed an MOU with the SCAQMD in 2019.

Since 2017, Trifiletti has provided its expertise to the Authority with negotiations and securing the adoption of the MOU and the development of the AQIP with the SCAQMD. The Authority is required to remit annual reports on progress made toward achieving the goals contained in the MOU. In 2017, the Authority entered into an agreement with Trifiletti to assist Staff in providing input to the SCAQMD in connection with the adoption of the AQIP, negotiating with the SCAQMD on the elements of the MOU, and to generate the required periodic reports. The MOU between the Authority and the SCAQMD was executed on December 17, 2019.

Trifiletti has assisted the Authority in producing the required annual reports to the AQMD since the first reporting period in 2020. Trifiletti's services ensure the Authority is in compliance with the MOU, and the firm monitors MOU-related and airport-related regulatory actions at the SCAQMD. These services include development of required emissions inventories and mandatory annual progress reports. This proposed Agreement will provide for Trifiletti to continue to support the Authority with the mandatory MOU reports for calendar year 2023 and related coordination and meetings with the AQMD as well as provide project support on the implementation and monitoring of Airport's voluntary AQIP measures with

SCAQMD. The voluntary AQIP measures include Clean Fleet Programs, Trip Reduction Programs and the Sustainable Design Programs.

Trifiletti is a registered Women-owned Business Enterprise (“WBE”), Latino-owned Business Enterprise (“LBE”), Minority-owned Business Enterprise (“MBE”), Disadvantaged Business Enterprise (“DBE”), and Small Business Enterprise (“SBE”) with the City of Los Angeles, the County of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority (Metro).

### DETAILS

The current contract with Trifiletti expires on October 31, 2023. The proposed Agreement with Trifiletti provides for continued annual qualitative reporting of MOU initiatives as well as qualitative emissions reporting on a calendar year-end basis of those same measures and the support with the implementation and monitoring of the Airport’s voluntary AQIP measures with SCAQMD. Trifiletti’s services would be billable on a time and materials basis, not to exceed \$85,000.

The following documents have been included as exhibits for reference:

- A. Scope of Services
- B. Trifiletti Consulting Fees
- C. CDM Smith, subcontractor to Trifiletti, Scope of Work

### FUNDING

The adopted FY 2024 budget includes appropriations for the required efforts described above.

### RECOMMENDATION

At its meeting on September 18, 2023, the Committee voted (2–0, 1 absent) to recommend that the Commission approve the proposed Agreement with Trifiletti and authorize the President to execute the same.



August 7, 2023

Maggie Martinez  
Director, Noise and Environmental Affairs  
Hollywood Burbank Airport  
2627 N. Hollywood Way  
Burbank, CA 91505

**Subject: Trifiletti Consulting, Inc. (Trifiletti) Professional Services Agreement**

Dear Ms. Martinez,

Trifiletti Consulting is grateful for the opportunity to work with the Burbank-Glendale-Pasadena Airport Authority (Authority) to continue to provide the Authority with the required environmental consulting in connection with the South Coast Air Quality Management District (SCAQMD) Memorandum of Understanding (MOU) and related air quality and sustainability measures. Trifiletti proposes to perform the services set forth in Exhibits A and C in the amount of \$85,000 for services rendered from November 1, 2023, to October 31, 2024.

For your review and consideration, enclosed is Exhibit A, which provides a detailed description of the proposed scope of work. Exhibit B provides a breakdown of the costs and fees associated with the proposed scope of work. Exhibit C provides a detailed scope and fee proposal for Trifiletti's subconsultant, CDM Smith, to perform the annual airport emissions inventory and reporting to the SCAQMD.

We are dedicated to working with the Hollywood Burbank Airport on this important project and are available to answer questions you have regarding any aspect of the scope of work or budget described below.

Sincerely,

Lisa L. Trifiletti, Principal  
Trifiletti Consulting  
(310) 738-2099 cell

## **EXHIBIT A**

### **Scope of Services**

#### **Trifiletti Services**

Trifiletti Consulting Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability and governmental consulting on complex airport and transportation aviation projects and related professional services:

#### **Environmental Consulting/Advisory Services:**

- Advise on sustainability policies as necessary to support entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the South Coast Air Quality Management District (“SCAQMD”) on updates to future Air Quality Management Plans (“AQMP”), the Southern California Association of Governments’ (“SCAG”) latest Regional Transportation Plans, and its relationship to future Memoranda of Understanding (“MOU”) with the SCAQMD.
- Advise on air quality improvement and sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with SCAQMD on airport-related updates to the future AQMPs, SCAG’s latest Regional Transportation Plans, and its relationship to future MOUs with the SCAQMD.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Manage and partner with subconsultant, CDM Smith, to develop the 2023 annual emission inventories required under Burbank’s MOU with the SCAQMD. CDM Smith’s detailed scope and fee is depicted in Exhibit C.
- Lead the facilitation and coordination work with the SCAQMD, including the production of the annual status report to the SCAQMD and representation at the SCAQMD Airports Working Group, Mobile Source Committee, and SCAQMD Board Meetings, as requested by the SCAQMD.
- Provide project support on the implementation and monitoring of Air Quality Improvement Program (AQIP) measures and other sustainability initiatives as requested by the Airport.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan, report, policy, etc., on behalf of Hollywood Burbank Airport.

When interacting with Hollywood Burbank Airport personnel, other Agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank and its interests.

## **EXHIBIT B**

### **Fee Schedule**

Trifiletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$85,000.00 for services rendered November 1, 2023, thru October 31, 2024. This amendment total includes a budget of approximately \$41,500 for Trifiletti's services at the hourly rates of:

Lisa Trifiletti, Principal	\$290 per hour
Tami McCrossen-Orr Director	\$290 per hour
Environmental Specialist	\$180 per hour
Planning Associate	\$130 per hour

CDM Smith's services shall be provided for a budget of approximately \$43,500 as described in more detail in Exhibit C.

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.



## Summary Scope of Work

### Annual Ground Support Equipment (GSE) Emission Factors & Inventory

Beginning in 2021, and every year thereafter through 2032 (total of 12 years), BUR will be required to provide an annual GSE emissions inventory and GSE emissions factor report for the previous calendar year to the South Coast AQMD as required by the BUR-SCAQMD MOU.

CDM Smith will develop the 2023 GSE emission factors and inventories, including methodology and calculations. In addition, CDM Smith will support development of the presentation slides for the SCAQMD Mobile Source Committee Meeting when the 2023 MOU results are presented to SCAQMD. The specific Tasks include:

1. CDM Smith will calculate the 2023 NOx emission inventories for GSE and calculate the airport-wide GSE NOx emission factor to support progress tracking towards achieving the emission factor targets.
2. CDM Smith will support the development of presentation materials on the 2023 results for the SCAQMD Mobile Source Committee Meeting, anticipated to be held in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of 2024.

Key assumptions for this scope include:

- The GSE data obtained for the 2022 calendar year (last year) will be incorporated by CDM Smith into the data sheets used to collect the 2023 calendar year data.
- The 2023 GSE data will be collected by BUR and provided to CDM Smith.
- The 2023 GSE data will be obtained for all tenants operating at BUR during 2023.
- CDM Smith will review the collected data and inform BUR and Trifiletti Consulting of unusual looking information or data deficiencies; BUR will be responsible for verifying this data is correct or obtaining corrected data from the tenants.
- Emissions will be developed primarily from emission factor data obtained from the CARB OFFROAD2017 and EMFAC2017 emission models, per the MOU methodology.
- CDM-Smith may also develop emission benefit estimates of the Airport Shuttle measures of the BUR-SCAQMD MOU.
- Presentation graphics and materials developed by CDM for the GSE MOU submittals to SCAQMD in June 2023 will be used in the presentation to the SCAQMD Mobile Source Committee on the 2023 BUR-SCAQMD MOU results.

Associated with the work noted above, CDM Smith staff may attend up to 3 meetings virtually or at the airport, and up to 5 additional virtual meetings with SCAQMD, including one in-person meeting.

## EXHIBIT C - CDM Smith Scope of Work

### Budget

CDM Smith estimates that the budget for completing the 2023 GSE NOx emission inventory, NOx airport-wide emission factor, and associated report, as well as preparing presentation materials for the SCAQMD Mobile Source Committee Meeting will be \$43,500. The billing rates from the current contract between CDM Smith and Trifiletti Consulting, Inc. are attached as **Exhibit A**.

### Schedule

Development of GSE MOU activities for BUR 2023 GSE emission factor and inventory calculations would begin in the 1<sup>st</sup> quarter of 2024, with the submittal of the GSE MOU documents to SCAQMD by June 1, 2024. Follow-up correspondence with SCAQMD is anticipated to continue up through the Mobile Source Committee Meeting held to review the 2023 MOU results. The Mobile Source Committee Meeting conducted to review the 2023 results is anticipated to be held in the 4<sup>th</sup> Quarter of 2024. The budget for this scope of work covers the period from November 1, 2023, through October 31, 2024.

## EXHIBIT C - CDM Smith Scope of Work

### Exhibit A

#### CDM Smith Hourly Rates

<b>2023-2024 Rates</b>	
<b>Title / Position / Labor Category</b>	<b>Hourly Rate</b>
Officer	\$ 318
Associate	\$ 291
Principal	\$ 280
Senior Professional III (Grade 8+)	\$ 259
Senior Professional II (Grade 7)	\$ 237
Senior Professional I (Grade 6)	\$ 221
Professional III (Grade 5)	\$ 210
Professional II (Grade 3/ 4)	\$ 172
Professional I (Grade 1/2)	\$ 145
Senior Staff Support (Grade 5+)	\$ 177
Staff Support (Grade 1 to 4)	\$ 129
Senior Administrative Support	\$ 146
Administrative Support	\$ 134

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
LETTER OF SUPPORT  
AIRPORT PASSENGER GROUND AND AIR ACCESS STUDY  
CALTRANS STRATEGIC PARTNERSHIP GRANT – TRANSIT FY 2024-2025**

Prepared by Aaron Galinis  
Senior Airport Planner

**SUMMARY**

At its meeting on September 18, 2023, the Legal, Government and Environmental Affairs Committee (“Committee”) voted (2–0, 1 absent) to recommend that the Commission authorize a letter of support, copy attached, for the Southern California Association of Governments (“SCAG”) pursuit of grant funding from Caltrans to undertake an Airport Ground and Air Access Study (“Study”) in 2024.

**BACKGROUND**

As the region’s Metropolitan Planning Organization, SCAG is a long-standing partner with the Authority, and the two agencies’ numerous collaborations have delivered years of mutual benefit. Currently, SCAG seeks to pursue grant funding through the Caltrans Strategic Partnership in the upcoming FY 2024-2025 cycle to undertake a Study that will seek to better understand and explain the perspectives and behavior of passengers traveling to and from airports in the SCAG region. As a product of the Study, SCAG intends to develop recommendations for the region’s airports to consider in future ground access planning efforts.

To bolster the competitiveness of its application, SCAG has requested letters of support from each commercial service airport and select reliever airports in the region, as well as from the Federal Aviation Administration, Federal Transportation Administration, Federal Highway Administration, and the Caltrans Division of Aeronautics.

**STUDY PURPOSE AND GOALS**

In the SCAG region, there are currently eight commercial airports with scheduled passenger service: Hollywood Burbank Airport (“BUR”), Imperial County Airport (“IPL”), John Wayne Airport (“SNA”), Long Beach Airport (“LGB”), Los Angeles International Airport (“LAX”), Ontario International Airport (“ONT”), Palm Springs International Airport (“PSP”), and San Bernardino International Airport (“SBD”). Several of these airports, including BUR, LAX, and ONT, are currently in the process of undergoing forms of landside access modernization, replacement terminals, people movers, or other facilities and infrastructure projects that encompass airport ground access elements.

Currently, less than 2% of passengers use transit to travel to and from the SCAG region’s airports, despite robust regional planning priorities and objectives that seek to bolster transit use. A specific goal of the Study will be to identify and better understand airport passenger

behavior and preferences, including what modes of ground transportation are used by them, why they choose their respective modes, and what additional factors influence choices made when traveling to and from airports in the region.

The Study will also analyze select reliever airports in the region that connect or may potentially connect to Medium and Large Hub airports via air taxis and other new technologies, such as Advanced Air Mobility and Regional Air Mobility. In some cases, these reliever airports are also strategically located near multimodal connections for onward travel, such as passenger rail. Such reliever airports in the study include Oxnard Airport (“OXR”) and Southern California Logistics Airport (“VCV”).

The Study will feature a survey, semi-structured passenger interviews, additional data collection, and a thorough analysis of the data. As an ultimate goal, the Study will be utilized by airport operators and transportation agencies in the SCAG region to better prioritize, design, and program airport surface and ground transportation projects based upon a deeper understanding of airport passengers. Further, airport and regional transportation planners alike will be better prepared to facilitate and encourage use of transit and other alternatives to private vehicles for travel to and from the airports in the region.

#### TIMELINE

A letter has been pre-written and furnished by SCAG Staff for the Authority’s consideration. The letter is post-dated to November 20, 2023, at SCAG’s request, to align with its application timeline. SCAG intends to compile and submit application materials to Caltrans in the months of December 2023 and January 2024. Grant announcements to successful awardees are expected to occur in Summer 2024.

#### BUDGET IMPACT

None

#### RECOMMENDATION

At its meeting on September 18, 2023, the Committee voted (2–0, 1 absent) to recommend to the Commission that the President be authorized to execute the proposed letter on the Authority’s behalf to support SCAG’s pursuit of grant funding through the Caltrans Strategic Partnership to conduct a Regional Passenger Ground and Air Access Study.

[On Authority Letterhead]

November 20, 2023

Caltrans Sustainable Transportation Planning Grants  
Strategic Partnerships-Transit  
1120 N Street  
Sacramento, CA 95814

Re: Letter of Support

To Whom It May Concern:

I am writing to you on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority"). We are pleased to express our support for the Southern California Association of Governments ("SCAG")'s application for the Caltrans Strategic Partnership-Transit grant for fiscal year 2024-25.

The Authority supports Caltrans and SCAG's efforts to move travelers within the state and region, including passengers traveling to and from airports, in an efficient, effective, sustainable, secure, and equitable manner. We understand that the proposed study aims to take a comprehensive view of passenger ground transportation to and from the SCAG region's airports. The study will observe and analyze details such as trip origin, mode choice, and the adoption of new technology for connections to airports. As a result, the findings of such a study would be instrumental in improving airport ground access and landside planning, aspects that are of paramount importance to airports throughout the region. Moreover, studying the impact and potential application of new technology, such as Advanced Air Mobility ("AAM") and autonomous vehicles, would be beneficial to multiple airports and transportation agencies. We anticipate that these technologies could affect the way passengers commute to and from airports, potentially enhancing the convenience and efficiency of air travel.

We admire Caltrans's initiatives to fund projects that have greatly benefited the Southern California region and State of California. The goal of this study is to obtain information, conduct analyses, and develop recommendations, which will improve passenger connections and access to the airports. We are confident that the findings from this study will greatly assist in informing planning decisions and contribute significantly to the continual improvement of ground transportation services to and from the SCAG region's airports, including the Hollywood Burbank Airport.

Sincerely,

Felicia Williams  
President  
Burbank-Glendale-Pasadena Airport Authority

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**AWARD OF GROUND LEASE  
ACE PARKING III, LLC**

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

**SUMMARY**

At its meeting on September 18, 2023, the Finance and Administration Committee (“Committee”) voted unanimously (3–0) to recommend that the Commission approve a proposed rent-free Ground Lease (“Lease”) with ACE Parking III, LLC (“ACE Parking”).

**BACKGROUND**

On July 10, 2023, the Authority awarded a Parking and Shuttle Services Agreement to ACE Parking to provide self-park management services, valet parking services and shuttle services for the Airport. Ace will assume the parking and shuttle services operation on October 1, 2023, with a termination date of September 30, 2028.

ACE Parking approached Staff seeking to lease 960 square feet of space to install and locate a mobile trailer office in the courtesy shuttle parking area adjacent to the FAA Air Traffic Control Tower. The proposed Lease would cover the space previously leased to MV Transportation, the former courtesy shuttle service operator.

Per the Parking and Shuttle Service Agreement, the Authority is responsible for providing office space without charge, but ACE Parking shall be responsible for all costs associated with the mobile trailer including building permits, maintenance, utilities share of property insurance and applicable taxes.

**DETAILS**

Location:	960 square feet of paved space inside the south end of Lot A next to the FAA Air Traffic Control Tower
Rent:	Authority responsibility to provide office space per the Parking and Airport Shuttle Service Agreement
Relocation Clause:	Executive Director shall have the ability to relocate and designate a new or different area for some or all of the Leased Premises
Term:	Month-To-Month

Termination: Either party shall have the right to terminate the Agreement at any time, with or without cause, by delivering to the other party at least 30 days' prior written notice.

Other: Tenant responsible for all expenses related to occupancy including maintenance, utilities, share of property insurance and applicable taxes

#### IMPACT ON REVENUE

The proposed Ground Lease does not generate any rental revenue as access to office space is a requirement under the Parking and Airport Shuttle Service Agreement.

#### RECOMMENDATION

At its meeting on September 18, 2023, the Committee voted unanimously (3–0) to recommend that the Commission approve the proposed rent-free Lease with ACE Parking and authorize the President to execute same.



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**REPLACEMENT VEHICLE ACQUISITION AUTHORIZATION**

Prepared by  
Lanna Aguilera  
Senior Manager, Procurement

**SUMMARY**

With regard to the FY 2024 Airport Vehicle Acquisition Update presented to the Operations and Development Committee ("Committee") at its meeting on September 18, 2023, and subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks the approval of the Commission to:

1. Authorize the acquisition of a 2024 Ford Super Duty F-350 Single Rear Wheel (SRW) Lariat 4 Wheel Drive (4WD) Crew Cab vehicle to replace a 2008 F-450 4 x 2 Utility vehicle in the amount of \$127,632.35 including the outfitting of lights and sirens; and
2. Due to continuing challenges of new vehicle inventory availability due to supply chain issues, long lead times and the need to respond without delay when replacement vehicles become available for purchase or pre-order to secure a production priority spot, authorize Staff to issue future Purchase Orders for any of the remaining five vehicles within the adopted FY 2024 budget appropriations.

**BACKGROUND**

Continuing with the efforts that began in FY 2023 to acquire replacement fleet vehicles towards the Authority's Air Quality Improvement Plan ("AQIP") goals, the FY 2024 adopted budget provide for the replacement of eight vehicles that support the Airport Fire, Maintenance, Engineering and Operation Departments. With aggregate amount of approved appropriations of \$734,000, Staff immediately began coordinating with National Auto Fleet Group ("NAFG") through the Authority membership in Sourcewell Cooperative Purchasing Advantage, a government agency association that provides leverage volume pricing for specific items. Items included beyond vehicles include installation of emergency lights, sirens, control units and Kevlar protection on applicable vehicles. Staff also contacted local area dealerships as the availability of new vehicles continues to be a challenge.

Staff has been able to acquire two replacement vehicles for the Maintenance Department within the signature authority granted to the Executive Director. One plumber's van has been obtained from a local area dealership. Staff separately placed an order through NAFG for one Ford F-250 pickup truck that was made available with a limited time window to confirm purchase.

The challenges with new vehicle inventory continue from the previous year. NAFG has provided the Authority the opportunity to acquire a Ford Super Duty F-350 to replace a 2008 Ford F-450 that serves as a response vehicle for Airport Fire Department calls for service at the Airport. Due to demand from other governmental agencies, the window to confirm purchase of this vehicle is limited.

This condition of new vehicle availability is expected to continue and is being exasperated by the recent dispute between the major auto makers and their workforce representatives.

With the time sensitivity to respond quickly when vehicles are made available, Staff is again requesting the Committee's recommendation to the Commission to authorize Staff to issue Purchase Orders for the remaining vehicles authorized within the adopted FY 2024 budget appropriations.

Staff will provide a follow-up report to the Committee on the acquisitions of replacement and retirement of vehicles.

### FUNDING

The adopted FY 2024 budget includes appropriations in the amount of \$200,000 for the replacement Airport Fire Department utility vehicle in addition to the remaining balance of appropriations for the additional five vehicles for Maintenance, Engineering and Operations. This includes appropriations for two plug-in hybrid vehicles for the Engineering Department.

The total amount of appropriations for all eight vehicles in the FY 2024 budget amounts to \$734,000.

### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval to authorize: 1) acquisition of the Ford Super Duty F-350 outfitted with lights and sirens in the amount of \$127,632.35; and 2) authorize Staff to issue Purchase Orders for the remaining five vehicles if they become available within the remaining appropriations in the adopted FY 2024 budget with a total not-to-exceed amount of \$734,000.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OCTOBER 2, 2023**

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT WITH  
ALLIED UNIVERSAL SECURITY SERVICES**

**SUMMARY**

Subject to the recommendation of the Operations and Development Committee (“Committee”) at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of a proposed Amendment No. 1 (“Amendment”) to the Professional Services Agreement (“Agreement”) with Universal Protection Service LP dba Allied Universal Security Services (“Allied”) for airport security and traffic control services.

**BACKGROUND**

In October 2022, the Commission approved the award of the Agreement to Allied for a three-year base term from November 1, 2022 through October 31, 2025 and with two one-year extension options. The Agreement allows Allied to annually request a fee schedule increase based on an increase in the Consumer Price Index for the preceding 12 months for the Los Angeles area, all indices, as published by the U.S. Bureau of Labor Statistics or 6%, whichever is less. Based on the latest published CPI Index (June 2023), Allied is requesting an increase of 2.5% for the contract year effective from November 1, 2023 through October 31, 2024. Approval of fee schedule increases is at the Commission’s discretion.

The scope of airport security and traffic control services under contract are:

- (i) **Perimeter Security:** Per the security directives issued by TSA, the Authority is required to provide “positive control” and identification of each person that has access to the Secured Area of the Airport. Part of this positive control requires staffing by security personnel at checkpoints on the airfield to physically verify the identity of each person and if that person is authorized to enter the Secured Area.
- (ii) **Traffic Control:** To ensure vehicular flow and pedestrian safety from the congestion generated by the increasing vehicle activity on the airport loop roadway, traffic control personnel are stationed starting from the crosswalk located next to the short-term parking structure to past Terminal B. Traffic control personnel also manage vehicle activity along the terminal curb front and at the rideshare pick up location as needed.

In addition to increasing the fee schedule, the proposed Amendment will expand the scope of services to include screening of airport badged employees entering the terminal ramp area. This expansion is necessary to meet a newly imposed TSA requirement.

#### BUDGET IMPACT

Appropriations for these services are included in the adopted FY 2024 budget.

#### RECOMMENDATION

Subject to the recommendation of the Committee at its meeting immediately preceding the Commission meeting, Staff seeks Commission approval of the proposed Amendment and authorization for the President to execute the same.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Allied Universal Security Services)

This Amendment No. 1 (“First Amendment”) to the October 17, 2022 Professional Services Agreement (“Agreement”) executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Universal Protection Service, LP, a California limited partnership d.b.a. Allied Universal Security Services (“Consultant”), is dated September 18, 2023 for reference purposes.

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

A. The parties executed the Agreement to provide for the Authority’s retention of Consultant as an independent contractor to perform airport security, traffic control, and inspection services.

B. The parties desire to amend the Agreement to: (i) expand the scope to include worker screening services; and (ii) provide for a CPI adjustment of the fee schedule for the November 2023 - October 2024 contract year.

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

**1. Amendment of Section 1.** Paragraph H of Section 1 (Definitions) of the Agreement is amended to read as follows:

“H. ‘Services’: the professional services described in this Agreement, the RFP, and the Proposal. In general, the Services involve conducting airport security, traffic control, and inspection services. Commencing October 1, 2023, the Services shall include worker screening services.”

**2. Amendment of Section 1.** Section 1 (Definitions) of the Agreement is amended by adding a new paragraph (J) to read as follows:

“J. ‘Worker Screening’: conduct random screening of badged airport employees entering the SIDA area at the terminal. In general, worker screening shall consist of wandling the airport employees, patting down jackets, and searching other property (e.g. bags and coolers) they seek to bring through the access point.”

**3. Amendment of Section 2.** Paragraph A of Section 2 (Consultant’s Services) is amended to read as follows:

“A. The scope of the Services is described in this Agreement, the RFP, and the Proposal. In the event of a conflict, the provisions of this Agreement shall control over the provisions of the RFP and the Proposal, and the provisions of the RFP shall control over the provisions of the Proposal. Commencing October 1, 2023, the Services shall include worker screening services performed by two Consultant employees at the rate of 15 hours per week (i.e., total of 30 hours per week).”

**4. Amendment of Section 4.** Section 4 (Compensation) of the Agreement is amended to read as follows:

**“4. Compensation.**

A. Hourly Rate: Non-Worker Screening Services. For performance of Services other than worker screening services, the Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction, payment according to the fee schedule set forth in the Proposal.

B. Hourly Rate: Worker Screening Services. For October 2023, the Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction, payment as follows for worker screening services: \$36.04

C. CPI Adjustments. For the November 2023 - October 2024 contract year, the fee schedule set forth in the attached Exhibit E shall apply. On or before July 31, 2024, and on an annual basis thereafter, Consultant may submit a request for an adjustment to all inclusive hourly rate for the next contract year (November 1 to October 31) based on the lesser of: (i) an increase in the Consumer Price Index for the preceding 12 months for the Los Angeles area (all indices) as published by the U.S. Department of Labor, Bureau of Labor Statistics; or (ii) 6%. Each such request shall be subject to approval by the Authority Commission, which approval may be granted or withheld in the Commission’s discretion. No rate adjustment shall be considered if a request is not submitted by the deadline.

D. Consultant shall submit three invoices (one for traffic control/security services, one for inspection services, and one for worker screening services) to the Authority on a monthly basis. Each invoice shall itemize the services rendered 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. Amendment of Section 16.** Section 16 (Exhibits) of the Agreement is amended to read as follows:

**“16. 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, B, C, or E, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.”

**6. Addition of Exhibit E.** The attached Exhibit E is incorporated into this Agreement.

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

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

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

**Universal Protection Service LP**

By: 

Print Name: Richard A. Rosendo

Title: Partner General Manager

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams, President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT E**  
**November 2023 - October 31 2024 Contract Year Fee Schedule**

(attached)





**Hollywood Burbank Airport**  
**2024 Fee Schedule**  
**9/7/2023**

<b>Existing 2023 Security Fee Schedule</b>		
<b>NAME</b>	<b>Regular Hourly Rate</b>	<b>Holiday/OT Rate</b>
Airport Security Supervisor(s)	\$ 36.04	\$ 54.06
Consumer Items Inspections	\$ 36.04	\$ 54.06
Employee Screening Officer	\$ 36.04	\$ 54.06
Airport Secured West Checkpoint	\$ 30.30	\$ 45.45
Airport Secured North Checkpoint	\$ 30.30	\$ 45.45
Airport Vehicle Traffic Controller AM	\$ 30.30	\$ 45.45
Airport Vehicle Traffic Controller PM	\$ 30.30	\$ 45.45
Airport Terminal Rover	\$ 30.30	\$ 45.45
Airport Vehicle Traffic TNC Controller	\$ 30.30	\$ 45.45

<b>2024 Security Fee Schedule (Effective 11/1/2023)</b>		
<b>NAME</b>	<b>Regular Hourly Rate</b>	<b>Holiday/OT Rate</b>
Airport Security Supervisor(s)	\$ 36.94	\$ 55.41
Consumer Items Inspections	\$ 36.94	\$ 55.41
Employee Screening Officer	\$ 36.94	\$ 55.41
Airport Secured West Checkpoint	\$ 31.06	\$ 46.60
Airport Secured North Checkpoint	\$ 31.06	\$ 46.60
Airport Vehicle Traffic Controller AM	\$ 31.06	\$ 46.60
Airport Vehicle Traffic Controller PM	\$ 31.06	\$ 46.60
Airport Terminal Rover	\$ 31.06	\$ 46.60
Airport Vehicle Traffic TNC Controller	\$ 31.06	\$ 46.60

**2024 Fee Schedule is based on a 2.5% CPI Increase.**

Alied Universal Security Services

Richard Dirmantzhyan  
 General Manager



3885 Rockbottom Street  
North Las Vegas, NV 89030  
PHONE: +1 702 362 3623  
EMAIL: sales@milorange.com

**Customer Name:** Hollywood Burbank Airport Police Department

**Project Name:** 2-Lane, 50' Tactical Rifle Ready Range (32' Shooting Range)

**Contact Name:** Sergeant Mike Curtin      **Phone:** (818) 565-1333

**Email:** mcurtin@bur.org

**Location:** Hollywood Burbank Airport Police Department  
Personnel and Training  
2627 Hollywood Way  
Burbank, CA. 91505

**Project Notes:**

**Sales Rep:** Jesse Wimmer

**Quote #** 20232318

**Revision #** 5

**Date:** 9/14/2023

**Valid Thru:** 11/13/2023

**Pay Terms:** 60% deposit with order,  
40% before shipment

**Production time:** 12-14 months from  
signed drawings

- Base Proposal Items -

New item group					
Newly added item group					
No.	Part Number	Description	QTY	Price	Line Total
1	TQFT-R-50-C	Tactical Qual Firearms Trainer High Cube Rifle 50	1	\$248,885.45	\$248,885.45
2	CRT-SPR (SRI Pulsar)	Random Turning, self propelled 360 degree Target System. 75' of track. Includes Individual Lane Control Stall mounted Use Catalog Number "CU-SPR-TRACK" to add price for length over 75' length (300' max)..	2	\$14,148.94	\$28,297.88
3	MCC-SPR (Master Control Console)	Master Control Computer - Allows for individual or multiple lanes synchronized control.	1	\$10,326.64	\$10,326.64
4	RR-Light-002-C	Dimmable Lighting option (1 per ea. 2 lanes)	1	\$6,136.17	\$6,136.17
5	RR-MILO-001-Advanced	MILO Range System (MSRI ADV RR)	1	\$34,218.38	\$34,218.38
6	RR-MILO-003-TH	MILO Range Live Fire Module (MSRI)	1	\$24,468.09	\$24,468.09
7	RR-MILO-006	MILO Range Anywhere - Wireless Remote (MSRI)	1	\$3,718.09	\$3,718.09
8	RRMTR 2/50-SSI-C	2/50 Sim-System Suite Integration - CONUS	1	\$8,340.43	\$8,340.43
9	RR-WpnLckr-36	36"x82" Custom built interior weapon locker. Locker to include digital entry key pad for weapon security. Interior to include pistol and rifle rack system and backside door slot for target storage.	1	\$8,102.13	\$8,102.13
10	RR-VaultD-40	40"x82" Fort Knox Vault Door, Installed within Ready Range based to include exterior pop latch door to conceal and protect vault door surface. Vault door to include digital entry key pad and interior and exterior texture and color finish to be decid	1	\$14,297.87	\$14,297.87
11	SHIPPING	Shipping is included in this proposal however, shipping quotation is used for estimating purposes only. A Final invoice will reflect actual pricing.	1	\$9,108.00	\$9,108.00
12	Installation Package-2-C	Installation of proposed Ready Range to include systems function test, Operation & Maintenance training and commissioning.	1	\$23,959.80	\$23,959.80
Subtotal for New item group					\$419,858.93
Quoted Item Subtotal					\$419,858.93
Sales Tax 10.2500%					\$43,035.54
Grand Proposal Total (USD)					\$462,894.47



**MILO**  
**LIVE**

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North Las Vegas, NV 89030  
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EMAIL: sales@milorange.com

# PROPOSAL

Page 2 of 5

**- continued on following page -**

**- Detailed Item Descriptions -**

Part Number	Detailed Description
<b>TQFT-R-50-C</b>	Commercial off the shelf (COTS) product fielded at more than 20 DOD and Commercial sites with single point power connections per module to be completely divisible & expandable in 2 lane increments, pre-engineered, pre-fabricated, containerized HIGH CUBE 2 lane Modular Shooting System built to accommodate center fire rifle (3600 FPS and/or 3800 ft. lbs) munitions with an overall length of 50 ft. The Model TQFT- is a fully equipped live fire shooting system in the "Tactical Fire Line" configuration includes ballistic protection, lighting, sound absorption and roof mounted HVAC systems, etc. Range includes Matte Black tactical shooting stalls with a fold down shooting tray and a collapsible shooting barricade. Ballistic rubber tile will be applied to ceiling and walls.
<b>CRT-SPR (SRI Pulsar)</b>	Wireless self propelled 90, 180 and 360° degree turn target system with features including random edging, target and friend / foe presentation. Pre-loaded with numerous courses of fire and/or competitive gaming options, the Recon moves quickly down and uprange at variable speeds up to 12 feet per second with pinpoint accuracy. Includes Individual Stall mounted lane control touch screen. Includes 75' of track, use Catalog Number "CU-SPR-TRACK" to add price for length over 75' length (300' max).
<b>MCC-SPR (Master Control)</b>	Master Control Computer - Allows for individual or multiple lanes synchronized control.
<b>RR-Light-002-C</b>	Dimmable Lighting option (1 per ea. 2 lanes)
<b>RR-MILO-001-Advanced</b>	MILO Range simulation training system includes instructor control station, MILO Range software, 1000+ interactive video scenarios, 100+ GraphX dynamic shooting exercises, 10+ Firing Ranges for multi-lane simulated targets and courses, GreenFX interactive video character scenarios. Includes video projector, sound system, laser weapon identification hit detection system, simulation flashlight detection system, high-definition trainee action capture camera, all system cabling and mounts for installation. All equipment is 110v/220v compatible. Includes 1-year system warranty and lifetime FREE access to new scenarios, content and software updates for same system version. Includes customer choice of 2 simulation laser devices plus 2 simulation flashlights. ReadyRange configuration.
<b>RR-MILO-003-TH</b>	Includes a stationary or swing-out ballistic rubber screen. Includes additional software and thermal camera for detecting live bullets fired on the rubber screen surface. Supports ball ammunition in calibers from 4.6mm up to .50 calibers. Notes: 1) For orders outside the USA, the thermal camera requires a BIS export license. . 2) All weapon muzzles must remain behind the thermal camera position 3) Ballistic protection of equipment not included 4) Use of hollow point, wad cutter or any other non standard ammunition will reduce the detection and usable life of the screen material
<b>RR-MILO-006</b>	Provides MILO Range Anywhere software and wireless tablet for system remote control. Includes a docking station.
<b>RRMTR 2/50- SSI-C</b>	2/50 Sim-System Suite Integration - CONUS
<b>RR-WpnLckr-36</b>	36"x82" Custom built interior weapon locker. Locker to include digital entry key pad for weapon security. Interior to include pistol and rifle rack system and backside door slot for target storage.
<b>RR-VaultD-40</b>	40"x82" Fort Knox Vault Door, Installed within Ready Range based to include exterior pop latch door to conceal and protect vault door surface. Vault door to include digital entry key pad and interior and exterior texture and color finish to be decided by owner.
<b>SHIPPING</b>	A-Ship / Freight-1-C Shipping, Handling: Includes freight to: 2627 Hollywood Way, Burbank, CA 91505 (290 miles from North Las Vegas Facility). Shipping quotation is used for estimating purposes only. A Final invoice will reflect actual pricing. Quotations are valid for 30 days unless specified otherwise.
<b>Installation Package-2-C</b>	Installation of 2- lane 50' Tactical Qual Ready Range for 32 feet of shooting distance to include all systems function test, Operation & Maintenance training and commissioning. Customer to also provide install assistance as well as all site preparations to include strip footer foundation or equal per SRI instructions and local code as well as bringing power service to the range location making final connections at the unit's main disconnect located on the Ready Range.

**- continued on following page -**



3885 Rockbottom Street  
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# PROPOSAL

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## **Inclusions & Exclusions:**

1) Exclusion: MILO Live is not responsible for Customs, Duties, Tariffs, Broker Fees, Federal, State or Local Zoning, Permitting or Licensing of the Shooting Range or Site construction Preparations.

2) Inclusion: Tech assist install for 40' & 50' Ready Ranges. Tech will provide O&M training and startup.

3) Inclusion: Estimated shipping costs may be included in this proposal for budgeting purposes only. Actual shipping cost shall be quoted at the time of shipment and shall be valid for 30 days.

Shipping terms may vary per project, but unless otherwise noted in this proposal or a future quote, shipping terms shall be FOB North Las Vegas, NV for CONUS/domestic shipments and EXW for OCONUS/overseas shipments.

4) Inclusion: 12 month workmanship and material complete warranty unless otherwise specified.

5) Inclusion: Design drawings unless otherwise specified.

## **Customer Responsibilities:**

1) Any and all site access requirements for workers, cranes, trucks, range equipment delivery and forklifts to include, roads, ground work, utility clearances, overhead clearances (Trees, power lines), site laydown/staging area as required for project size, delivery and installation.

2) AC power (temporary when needed) to the install site as well as dumpster and temporary or permanent restrooms for use during installation.

3) Coordination with other trades, local agencies to mark underground power and gas lines as well as the Local Power Authorities and Suppliers related to the surrounding power lines and the supply of suitable power as per MILO Live detailed project drawings.

4) Supply and installation of concrete pad or strip footers for the ReadyRange modules per MILO Live drawings and written instruction. Verification to be conducted by MILO Live before ReadyRange is shipped.

5) All Pricing in this proposal is based on standard power requirements 208VAC, 3-Phase 125 Amp - 300Amp ("WYE" System) Service with the availability of Natural Gas or Propane unless otherwise quoted in this proposal. All power and gas supply provided by the customer. Any deviation in these requirements can result in equipment changes, manufacturing time increases, pricing changes and schedule impact.

6) Final connection of utilities (AC power, natural gas or propane) to ReadyRange by certified service provider per plans and specification during installation period.

7) All shipping and transport costs from 3885 Rockbottom St, North Las Vegas, NV 89030 to final location.

Estimated shipping dimensions:

**- continued on following page -**



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North Las Vegas, NV 89030  
PHONE: +1 702 362 3623  
EMAIL: sales@milorange.com

# PROPOSAL

Page 5 of 5

## - Proposal Terms & Conditions -

- 1) Payment must be received, and the order must ship, within thirty (30) days of production completion unless otherwise agreed.
- 2) MILO Live is not responsible for equipment, materials and installation services not proposed above, nor for operation and maintenance of the range.
- 3) HVAC systems must be running at all times when range is in operation. Range must have negative pressure. Air balance or third party inspections for air quality will be at the owner's expense.
- 4) MILO Live is not held responsible for negligence of range owner/operation in any form. Range owner acknowledges that he is aware of industry standards for range maintenance, lead exposure, lead removal and disposal.
- 5) MILO Live disclaims any responsibility for any damage, injury, loss, cost or other expense or liability, or the inoperability of the system, other products or site preparations purchased from MILO Live that relates to or is caused by modification to the systems or other MILO products.
- 6) All orders will be subject to a 1% per month storage fee if not paid in full and shipped within 30 days of notification of completion.
- 7) Production time for quoted items is listed on the first page. Shipping and installation time is additional.
- 8) Production time does not begin until drawings have been approved and submitted back to MILO Live.
- 9) MILO Live is not responsible for any costs resulting from acts of God, site permit delays, pilot car or police escort delays, crane company delays, 3rd party transport damage, overseas shipping delays, export or import delays, piracy, force majeure, pandemic & related restrictions or any other events out of MILO Live's control.
- 10) NO STEEL CORE, MILITARY, 50 BMG OR ARMOR PIERCING AMMUNITION SHOULD BE PERMITTED. USE OF THIS AMMUNITION WILL CAUSE EXCESSIVE WEAR ON THE BULLET TRAPS AND WARRANTY WILL BE VOID.
- 11) MILO Live will provide repairs or replacements for the warranty term, for any part that fails due to manufacturer defect or MILO Live installation fault. The warranty period shall start on date of installation. The warranty shall not be dependent upon contracts, obligations or acceptance processes that MILO Live is not a direct party to. All warranty obligations are subject to MILO Live's standard warranty terms, available upon request. Warranty does not include on-site repairs by MILO Live unless deemed necessary solely by MILO Live.
- 12) With the acceptance of this proposal (by issuing a purchase order matching it or signing and returning the proposal) the customer agrees to release MILO Live (FAAC Incorporated) from all liabilities, causes of action claims and demands that arise in any misuse, ownership, possession, demonstration, testing, and/or operation of the purchased items.
- 13) Customer promises to indemnify, hold harmless, and defend MILO Live (FAAC Incorporated) and applicable manufacturer against any and all claims including claims for customer negligence.
- 14) Upon signing this proposal, it will serve as a binding contract with the above specifications, prices, terms, schedule, clauses and conditions being satisfactory and hereby accepted. All changes, adds or deletions to product or services via email or verbal communication must be signed by MILO Live to be deemed a valid change. Verbal and email communication do not supersede the signed contract.

### Respectfully submitted by MILO Live:

Signature

Print Name:

**Jesse Wimmer**

Title:

**MILO Regional Sales Manager**

Date:

**9/14/2023**

### Accepted By:

Signature

Print Name:

Title:

Date:

Approved by JLaMons on 9/14/2023

**AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority/Elevators Etc., LP)

THIS AIRPORT CONVEYANCE EQUIPMENT SERVICES AGREEMENT (“Agreement”) is dated December 10, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Elevators Etc. LP (“Contractor”), a Delaware limited partnership. Contractor’s CSLB license number is 964490. Contractor’s DIR registration number is 1000034677.

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

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Contractor as an independent contractor to provide the following professional services: preventative maintenance services, on-call repair services, and emergency repair services for the Airport’s elevators, escalators, and moving walkways.

B. Contractor 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. “ADR”: Airport Designated Representative.
- B. “Base Contract Amount: \$235,782.00.
- C. “Commencement Date”: December 11, 2018.
- D. “Emergency Repair Services”: Airport elevator, escalator, and moving walkway repair services performed on an emergency basis pursuant to a service call.
- E. “Executive Director”: Frank R. Miller or a duly authorized designee.
- F. “Expiration Date”: November 30, 2021 unless extended as provided below.
- G. “Federal Requirements” the federal requirements set forth in the attached Exhibit F, 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 attached Exhibit C unless increased as provided below.
- I. “General Provisions and Special Provisions”: the general provisions and special provisions set forth in the attached Exhibit D.
- J. “Indemnitees”: the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity.



K. "On-Call Repair Services": Airport elevator, escalator, and moving walkway repair services performed on an on-call basis pursuant to a service call.

L. "Preventative Maintenance Schedule": the preventive maintenance schedule set forth in the attached Exhibit B.

M. "Preventative Maintenance Services": monthly, quarterly, semi-annual, and annual preventative maintenance for the Airport's elevators, escalators, and moving walkway.

N. "Services": the Preventative Maintenance Services, On-Call Repair Services, and Emergency Repair Services specified in the attached Exhibit A.

## **2. Services.**

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

B. Contractor shall perform the Preventative Maintenance Services in accordance with the Preventive Maintenance Schedule. Contractor shall perform the On-Call Repair Services and the Emergency Repair Services on a service call basis. Each service call shall be memorialized by a service call sheet in the form set forth in the attached Exhibit E.

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

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

## **3. Term.**

A. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended or earlier terminated as provided below.

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

C. If Contractor 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 Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule. If Contractor is, for any reason, unable to commence Emergency Repair Services within two hours of a service call, then the applicable On-Call Repair Services rates shall apply. If an Emergency Repair Services assignment is not completed within 24 hours of the service call, then the applicable On-Call Repair Services rates will be applied for all work completed after such 24 hour period.

B. In no event shall the compensation payable to Contractor under this Agreement for the Preventative Maintenance Services exceed the Base Contract Amount.

C. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5%, whichever is less.

D. Contractor 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 Contractor 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 Contractor shall pay all required taxes on the payments.

E. If Contractor fails to perform the work in a diligent and satisfactory manner, the Authority may, after seven days written notice to Contractor, perform the work or cause it to be performed by a third party. Contractor shall reimburse the Authority for any expense incurred; alternatively, the Authority may deduct the amount from any sum owed to Contractor.

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5. **Payment Bond.** In accordance with Civil Code Section 9550, prior to commencement of the Services, Contractor shall provide the Authority with a payment bond in the amount of the Base Contract Amount. Such bond must be issued by a California admitted surety insurer having a rating of not less than A:X in A.M. Best's Insurance Guide, and must be on a form acceptable to the Authority.

6. **Prevailing Wage Acknowledgement.** The Authority and Contractor acknowledge that the Services are 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. **Independent Contractor Status.** Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on

behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor except as set forth in this Agreement.

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

**10. Confidentiality.** Contractor 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. Contractor 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. Contractor's obligations under this section shall survive expiration or termination of this Agreement.

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

**12. Indemnification.**

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

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

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

**13. Insurance.** Without limiting Contractor's defense, hold harmless, and indemnification obligations under this Agreement, Contractor shall maintain policies of insurance as specified in the General Provisions and Special Provisions.

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

**15. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second

business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Anthony DeFrenza  
Director, Engineering/Maintenance  
E-mail: ADeFrenza@bur.org

Contractor  
Elevators Etc., LP  
4327 E. Cesar E. Chavez Avenue  
Los Angeles, CA 90022  
Attn: Chad Babcock  
General Manager  
E-mail: [chad@elevatorsetc.org](mailto:chad@elevatorsetc.org)

**16. Assignability.** Contractor 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, Contractor from utilizing subcontractors identified in Contractor's proposal for the Services. Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

**17. 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.

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

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

**20. 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.

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[SIGNATURES ON FOLLOWING PAGE]

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

**Elevators, Etc. LP**


  
\_\_\_\_\_  
Chad Babcock, General Partner

[Pursuant to Corporations Code Section 15904.02, signature line must be executed by a general partner.]

**~~Burbank Glendale Pasadena~~ Airport Authority**

  
\_\_\_\_\_  
Zareh Sinanyan, President

Approved as to form:

  
\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Scope of Services and Equipment**  
**Locations**

(attached)

## **SCOPE OF SERVICES**

### **ELEVATOR, ESCALATOR & MOVING WALKWAY PREVENTATIVE MAINTENANCE, ON-CALL REPAIR & EMERGENCY REPAIR SERVICES HOLLYWOOD BURBANK AIRPORT RFP No. MA18-01**

The Burbank-Glendale-Pasadena Airport Authority ("Authority"), owner-operator of the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") is seeking a certified qualified conveyance company ("Contractor") to provide the following services for the Airport's elevators, escalators, and moving walkways (collectively, "Conveyances"): (i) scheduled preventative maintenance examinations, adjustments, lubrications, repairs, and replacements of equipment ("Preventative Maintenance Services"); (ii) on-call repair of equipment ("On-Call Repair Services"); and (iii) emergency repair of equipment ("Emergency Repair Services"). The Preventative Maintenance Services, On-Call Repair Services, and Emergency Repair Services are collectively referred to in this RFP as the "Services" and are described more fully below.

#### **SERVICES TO BE PERFORMED**

##### **I. Preventative Maintenance Services**

Preventive Maintenance Services shall include examinations, adjustments, lubrications, repair and replacements of parts required in compliance with all state and federal regulations, including A17.1-2007 8.6.5-8 of the American Society of Mechanical Engineers (ASME). They shall also include appurtenant components and accessories not specifically mentioned that are required for proper and safe operation of the conveyances.

Minor preventative maintenance parts, i.e. nuts, bolts, and lubricants, shall be considered standard consumable materials and will be the responsibility of Contractor. All replacement parts shall be acceptable, compatible and operative components similar to the original installation. In addition, all equipment, components, accessories, car tops, pits and trusses shall be maintained in a clean housekeeping condition.

The Conveyances listed in Attachment B shall be serviced in accordance with the Preventative Maintenance Checklists provided in Attachments C-E on a monthly, quarterly, semi-annual and annual basis in order to maintain the equipment in a safe, clean and operable condition. The maintenance requirements listed in the checklists shall not be construed to be a complete listing of all equipment maintenance requirements. Where one of more of the listed requirements conflicts with manufacturer recommendations, industry standards, statutory or regulatory guidance, or other applicable standards, Contractor shall immediately notify the Authority of the conflict.

Contractor shall immediately notify the Authority if the scheduled service identifies any irregular or concerning issues. In no case shall the elevator, escalator or moving walkway be left in an un-safe condition. Adequate barricades, signs, etc. shall be provided to keep the public safe at all times.

Contractor is responsible for coordinating with the California Division of Occupational Safety and Health ("CalOSHA") as necessary to maintain current operating certificates for all the Conveyances. If State inspections identify any deficiencies, they shall be corrected immediately



by Contractor. Any fees for failure to resolve preliminary orders issued by CalOSHA will be the responsibility of Contractor.

Contractor shall submit a 3-month rolling schedule on a monthly basis indicating the planned dates for preventative maintenance service for each elevator. Schedule shall indicate type of service (monthly, quarterly, semi-annual or annual) and the name of the mechanic to perform service. Twenty-four Hour notice shall be provided in advance of the planned preventative maintenance service date as shown in the submitted rolling schedule to confirm date and time.

## **II. On-Call Repair Services and Emergency Repair Services**

In addition to the Preventative Maintenance Services, Contractor may be called on to provide service or diagnose, troubleshoot and repair equipment on an unscheduled basis. For all non-emergency service calls, Contractor shall identify an available time within 7 days of the call that is mutually agreeable to Contractor and the ADR. Contractor shall not charge over-time or double-time rates without prior written approval from the ADR.

Contractor shall be available to provide service in the case of an emergency seven (7) days a week, twenty-four (24) hours a day. Emergency Repair Services shall be defined as those services needed to correct an emergency condition which consists of entrapment of personnel, as well as any other inoperable or unsafe condition that provides potential for harm to personnel or property or that disrupts or impairs facility operations as deemed by the Authority in its sole discretion. On notification that Emergency Repair Services are required, Contractor shall promptly, efficiently, and effectively respond as appropriate to correct the underlying emergency condition. In addition to the On-site Technician, Contractor shall at all times have a designated, qualified, On-call Technician available to provide Emergency Repair Services. The On-call Technician shall be immediately and continuously available at a single phone number which shall be provided by Contractor. ~~The On-call Technician shall commence repair action within TWO (2) hours of the Authority's notification of Contractor of the need for emergency repairs.~~ If Contractor is, for any reason, unable to commence emergency service action within TWO (2) hours of the call, the applicable On-Call Repair Services rates will apply. Whenever Contractor provides Emergency Repair Services, Contractor will provide the Authority with a full report of the equipment deficiencies that gave rise to the underlying emergency condition, Contractor actions taken to affect the emergency repair, parts used in the repair, and responding Contractor personnel by name, arrival/departure time and hours worked. This report will be provided to the ADR no later than FOUR (4) days after completion of repair. The ADR shall be notified for repairs that will take longer than twenty-four (24) hours to perform. The labor rates identified in Attachment G for Emergency Repair Services will only apply if the ADR specifically requests an **Emergency Response** AND Contractor is able to commence emergency repair action within TWO (2) hours of the initial emergency service call request. Emergency Repair Services rates will only be applied to work completed within 24 hours of the initial call. If repairs take longer than 24 hours to complete, the applicable On-Call Repair Services rates will be applied for all work completed after such 24 hour period.

## **WORKMANSHIP**

All work shall be performed in the finished and workmanlike manner, and in accordance with the best-recognized trade practices. Contractor shall provide and maintain in good operating condition all tools and equipment necessary for the satisfactory performance of the work.

Inadequate, unsuitable, defective, worn out, or otherwise unsatisfactory tools and equipment shall be removed from service and replaced with satisfactory tools and equipment at no cost to the Authority.

### **RIGHT TO INSPECT AND REQUIRE WORK**

The Authority shall conduct inspections and tests as necessary to ensure that contract requirements are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense.

If Contractor fails to perform the work in a diligent and satisfactory manner, the Authority may, after SEVEN (7) days written notice to Contractor, perform or cause to be performed by a third-party firm all or any part of the work required. Contractor shall reimburse the Authority for any expense incurred and the Authority at its election may deduct the amount from any sum owed to Contractor.

### **HOURS**

All Preventative Maintenance Services shall occur during Standard Daily Operations as defined below.

**Standard Daily Operations:** Monday – Friday, 7:00 a.m. – 4:30 p.m.

**Nights:** Monday – Friday, 4:31 p.m. – 06:59 a.m.

**Weekends:** Saturday 12:00 a.m. – Sunday 11:59 p.m.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 3:00 p.m., Christmas Day.

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### **CONTRACTOR PERFORMANCE AND ADMINISTRATIVE REQUIREMENTS**

Contractor acknowledges that fully operational Conveyances are required for the safe operation of the Airport and the safety of the public using the Airport. Contractor, to the maximum extent possible, shall take all appropriate actions to ensure the Conveyances are, at all times, fully operational.

Contractor acknowledges that the Airport consist of public-use facilities and recognizes the attendant obligation to ensure that all Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and Authority personnel.

Contractor accepts the existing condition of the Conveyances. Condition of existing equipment shall not be grounds for additional payment to Contractor for performing the contract work as specified.

Contractor shall only use and assign technicians, engineers and certified competent conveyance mechanics (as defined by Labor Code Section 7300 et seq.) under its direct employment and supervision to effectively and efficiently perform services. The Authority



reserves the right to request that any Contractor employee be reassigned from the Airport if the Authority deems such employee inappropriate for assignment to duty.

All Contractor personnel, including the On-call Technician, shall check in with the Authority's **Communications Center (818) 840-9536**, Maintenance Supervisor, or other designated representative, upon entering the premises, and receive any reports of elevator, escalator, or moving walkway equipment deficiencies that need correction. Contractor's representative shall also check out with the Authority's representative upon completion of any service visit and submit any reports as required herein.

Contractor shall be fully responsible for the safety and protection of all persons and of all work and salvage material connected with the contract. Contractor shall use proper precaution to fully protect all persons, its own work, and the property of the Authority and others from injury and damage. Contractor shall be liable for injury to all persons and shall repair any damage to property belonging to the Authority and others caused by Contractor through negligence, carelessness, or any other cause.

Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54). Authorized representatives of the Department of Labor shall be permitted access to the project for inspections.

Contractor shall comply with codes and standards of the State of California Department of Industrial Relations; whether listed or not. Where conflicts exist from one code to another, the more stringent shall apply.

Contractor shall maintain all Conveyances in proper, safe, and acceptable operating condition. ~~Contractor shall conduct all required tests, inspections preventive maintenance and repairs of Conveyances in accordance with all applicable statutes and regulations, industry standards, and manufacturer's recommendations throughout the term of this Agreement.~~

Contractor shall be required to keep the Authority informed of the general condition of each unit being serviced, as well as additional recommendations for service and/or replacement. Whenever Contractor becomes aware of improvements that should be made to a Conveyance, Contractor shall so inform the Authority in writing and provide recommendations for implementing such improvements.

Contractor shall be required to maintain and submit to the Authority a copy of the results of all tests conducted on the Conveyances on a monthly basis. Contractor shall also be required to maintain and submit to the Authority all tests, all lubrication schedules, maintenance schedules, inspection checklists and reports, repair time tickets and reports, and safety test report forms pertaining to the equipment listed herein.

When conducting inspections of the Conveyances, Contractor shall take all reasonable and appropriate measures to ensure that such inspections do not interfere with the operation of the Airport. Contractor shall take all reasonable and appropriate actions needed to ensure that no Conveyance is out of operation for longer than TWO (2) hours as the result of testing, inspection, maintenance or repair. In the event Contractor comes to believe that a Conveyance

may be inoperable for more than EIGHT (8) hours in order to accomplish the required testing, inspection, maintenance, or repair, Contractor shall immediately notify Authority of the potential for such event, the reasons why extended service is required and Contractor's best estimate as to when the subject Conveyance will be returned to operation.

When providing Services, Contractor shall, unless expressly authorized by the Authority, use only new materials, parts and equipment that are standard in the industry, recommended by the appropriate manufacturer, approved by Underwriters Laboratory, compatible with the existing equipment and readily available. Contractor shall install such material, parts, and equipment in accordance with manufacturer specifications and standard industry practice.

Contractor shall be responsible for furnishing all labor, parts, materials, equipment, etc., necessary to service and maintain the Conveyances and to keep the Conveyances in a proper, safe, and dependable operating condition for maximum operating efficiency.

Contractor shall be required to maintain a supply of frequently used replacement parts, lubricants and miscellaneous supplies required for routine preventive maintenance and common emergency call-back service repairs in the Authority-designated storage area at no charge. All replacement parts furnished under this Agreement will be original equipment manufactured ("OEM"). Major electronic and mechanical assemblies routinely considered by the industry to be replaceable units must be available for emergency shipment from Contractor's supplier within twenty-four (24) hours. Contractor shall provide order acknowledgements and delivery estimates from Contractor's supplier to verify that all critical parts have been ordered.

All replacement parts and equipment charged to the Authority for services under the contract, if awarded, will be at cost plus mark-up as defined in Attachment G.

Contractor shall, for the duration of the contract, maintain the following means of communication with the Authority:

- A. Twenty-four (24) hour live answering service; and
- B. Cellular telephones operating twenty-four (24) hours per day for field employees; and
- C. Twenty-four (24) hour email.

Contractor shall have a maximum of **one (1) hour** to provide initial response and for emergency service calls, **two (2) hours** from time of initial contact to arrive on-site.

## **LICENSES AND PERMITS**

Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

Contractor shall schedule, coordinate, participate in all inspections required by California statute or regulation needed to maintain all required equipment certifications and permits. In the event deficiencies are identified during these inspections, Contractor shall take timely action as

required, but in no event longer than 30 days as required by state law, to correct said deficiencies. Contractor shall timely notify appropriate governmental agencies that said deficiencies have been corrected.

Except as expressly provided otherwise in the contract, Contractor shall bear all costs associated with the tests, inspections, preventive maintenance and repairs to the Conveyances, with exception of the fees for the State Annual Inspection for permitting. This obligation does not apply in the case of any breakage, loss or damage to a Conveyance when such loss or damage is caused intentionally or as the result of a malicious act and /or misuse by a person or persons other than Contractor, its subcontractors, agents, or employees.

Contractor must hold a current C-11 State of California Contractor's License throughout the term of the contract.

## EQUIPMENT LIST AND LOCATIONS

### **Elevators:**

Conveyance # 159273  
Location: 2509 Hollywood Way  
Owner ID: RPS #1  
Make: Hyundai

Conveyance # 159277  
Location: 2509 Hollywood Way  
Owner ID: RPS #2  
Make: Hyundai

Conveyance # 161941  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 107757  
Location: 2800 Clybourn  
Owner ID: MillionAir  
Make: Oliver & Williams

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Conveyance # 044406  
Location: 2627 Hollywood Way  
Owner ID: Kitchen  
Make: Oliver & Williams

Conveyance # 050314  
Location: 2627 Hollywood Way  
Owner ID: Structure  
Make: Oliver & Williams

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### **Escalators:**

Conveyance # 161947  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161946  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

### **Moving Walkways:**

Conveyance # 161912  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161913  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161914  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161915  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161916  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

Conveyance # 161917  
Location: 2507 Hollywood Way  
Owner ID: North Tower  
Make: OTIS

**EXHIBIT B**  
**Preventive Maintenance Schedule**

(attached)

## ELEVATOR PREVENTATIVE MAINTENANCE

**NOTE:** Contractor to provide a sheet for each service and to be submitted with invoice.

BUILDING NAME:	MECHANIC:
ELEVATOR #:	DATE OF PREVIOUS SERVICE:
CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL SHEET" sheet for unscheduled service)	
Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention.	DATE/TIME OF SERVICE:
<b>MONTHLY SERVICE</b>	<b>NOTES</b>
Car door reopening device – check and adjust to meet maintenance guidelines.	
Car ride and levelling operation.	
Complete car door operator and all linkages	
In car communication device, emergency lighting unit, alarm bell, fan and door open/close buttons.	
Car and hall push button and indicator lamps.	
Check machine room lighting and temperature. Report any problems to the Owner.	
Check pit lighting and ensure no water is present. Report any problems to the Owner.	
Check hydraulic oil level and adjust to comply with min and max level. Fill out oil loss log.	
Thoroughly clean oil cooler filter.	
Elevator phone is tested to ensure it is in working.	
<b>QUARTERLY SERVICE</b>	<b>NOTES</b>
Check, clean and lubricate car door restrictor device.	
Check, clean and lubricate door protective and re-opening device.	
Check and clean car gate switch and contacts	
Check, clean and lubricate Car door clutch, track, rollers and eccentrics.	
Check and clean car and hoistway door lower guides.	
All hoistway doors self-closing.	
Check and clean hoistway door lock contacts and beaks.	

QUARTERLY SERVICE (cont.)	NOTES
Check, clean and lubricate hoistway door pickup rollers, hangers and rollers and eccentrics and closers.	
Check and clean hoistway access devices and switches.	
Check and clean hoistway door retainers and interconnecting means.	
Check and clean hoistway door panels and sight guards	
Thoroughly clean the machine room, replace any burnt light bulbs or tubes (bulbs and tubes provided by the Owner)	
Thoroughly clean the pit. Replace any burnt light bulbs or tubes (bulbs and tubes provided by the Owner)	
Thoroughly clean the car top. Replace any burnt light bulbs.	
Check and clean car top fan.	
Check car top operator for proper operation.	
Check packing glands of valves and cylinders and tighten or replace as necessary to prevent excessive loss of fluid. Oil leakage collected from the cylinder packing gland shall not exceed manufacturer recommendation. Check condition and color of the hydraulic oil, if oil appears to be contaminated identify on time ticket and advise Supervisor. Filter any oil that is being returned to the tank.	
Test all pit stop switches.	
Check car and hall push button stations for operation, proper fastening and condition of the buttons.	
SEMI-ANNUAL SERVICE	NOTES
Clean and check all controller components including: proper operation of relays, condition of contacts, coils, resistors, fuses (sizes), connection at terminals, overload settings and oil level in dash pots and vacuum and maintain controller clean and free from dirt.	
Check roller guides and slippers for condition and alignment. Ensure proper lubrication of rails where slippers are used.	
Check V-belts for wear, fraying, or cracking. Replace belts as a full matching set when required. Maintain a very tight tension.	
Ensure the cab fans are operational and grills are clean.	
Check all hoistway limit switches and safety operating switches for proper fastening and operation	
Check motor, bearings and motor windings of non-submersible motors.	
Test the Group Operation to ensure that all circuits and time settings are properly adjusted to suit building traffic	



ANNUAL SERVICE	NOTES
Clean the hoistway equipment including hoistway ledges, projections; check brackets, rail fastenings and entrance fastenings. Make repairs as necessary.	
Test the battery operated emergency lowering feature to ensure that the elevator will not descend when the mainline disconnect switch is in the OFF position and that it complies with state and local codes.	
Check total length of ALL traveling cables for wear and travelling cable hangers for tightness. Replace any badly worn travelling cables and beam protectors. If required provide metal beam protectors if the pad protectors are wearing.	
Measure up and down levelling times and ensure excessive levelling times are corrected. Times should not be any longer than manufactures recommendation and state code.	
Test the overloads, clean and adjust as required; inspect main motor connections and clean and tighten where necessary.	
Adjust car and door dwell times per state and local codes.	
Test the relief valve setting by applying pressure from the pump after inching the empty car upward to engage the plunger stop ring, or by closing the main shut-off valve. Reset if necessary. Reseal relief valve if the setting is altered or if the seal is disturbed.	
Test power closing force on horizontally sliding doors. Ensure maximum force does not exceed state and local codes.	
Test the closing time of the elevator doors for conformance with the data tag.	
Where provided, test the means to restrict hoistway or car door opening for conformance with state and local codes.	
Test cylinder and buried piping for leakage.	
Where provided, pressure test the PVC encapsulation to ensure no leakage and that no accumulation of liquid in the cavity between the cylinder and the PVC has	
When provided, test the plunger gripper as per state and local codes.	
Test all redundancy circuits and verify their proper operation. Record the results of the tests in the log book.	
Test the firefighter's emergency operation and complete, "Maintenance Checklist for Firefighter's Emergency Operation – Record of Inspection Check".	

ANNUAL SERVICE (cont.)	NOTES
Test the pressure switch and related circuits as per state and local codes.	
Test the low oil protection operation for compliance with state and local codes.	
Where provided, test the flexible hose and fitting assemblies as per state and local codes.	
Adjust speed control to provide smooth acceleration and deceleration with the design limitations of the equipment.	
Test the normal terminal stopping device as per state and local codes.	
Test the emergency terminal speed-limiting device and emergency terminal stopping device to ensure conformity with state and local codes.	
Where provided, check the standby or emergency power operation as per state and local codes.	
Supervisor inspection of complete installation.	

## ESCALATOR PREVENTATIVE MAINTENANCE

**NOTE:** Contractor to provide a sheet for each service and to be submitted with invoice.

BUILDING NAME:	MECHANIC:
ESCALATOR #:	
CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL SHEET" for unscheduled service)	
Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention.	DATE/TIME OF SERVICE:
<b>MONTHLY SERVICE</b>	<b>NOTES</b>
Comb Fingers - Clean, check condition, tighten screws and alignment.	
Comb Plate - Clean plate and gap.	
Steps & Risers - Check for damage.	
Floorplate - Clean and inspect for damage.	
Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean.	
Lubricator - Check oil level.	
Coupling - Check for vibration and noise.	
Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated.	
Skirt Panels - Check clearance force and clean.	
Safety Strips - Check condition.	
Deck Moldings - Clean.	
Interior Panels - Clean.	
Newel Ends - Check for any unusual noise or temperature and clean.	
Step Guide Rollers - Check alignment.	
Handrail Drive Chains - Lead/Lag check, clean and check condition.	
Handrail – make sure they are not running hot, make sure handrails do not slip under normal pressure. Check handrail speed.	
Step Chain - Check condition and insure they are receiving proper lubrication.	
Main Drive Shaft - Check sprocket wear.	

Tension Carriage - Check condition.	
<b>QUARTERLY SERVICE</b>	<b>NOTES</b>
Main Drive Chain - Check for proper chain slack.	
Pawl Brake - Check for operation.	
Machine Brake - Check torque, check operation.	
Gear Reducer - Check oil level. Fill if needed.	
Comb Plate Impact switches - Check tripping forces. Check for broken Comb Plates, all broken plates shall be replaced.	
Handrail drive chains - Check for elongation of chain and tension.	
Take-up device - Check handrail tension.	
Handrail Drive Sheave Pressure Rollers - Check spring force.	

<b>SEMI-ANNUAL SERVICE</b>	<b>NOTES</b>
Gear Reducer - Check sprockets for wear.	
Brakes – Fits to shafts should be secured, no rest or corrosion at the surface, check flexible coupling, should be tight, all pints and bushing securely in place. Brake torque should be verified and adjusted.	
Step Chain Track - Clean track rails.	
Step Chain Guide Shoe - Lubricate to meet maintenance guidelines.	
Step Roller Track - Clean track rails.	
Up-Thrust Guides - Clean.	
Turn-around Track Rail - Clean track rails.	
Steps and Wheels - Grease step wheel shoe.	
Step Chain - Check tension.	
Handrail Guides - Check condition, rollers, all bearings should be cleaned and turn freely.	
Handrail – make adjustments to handrail slack take-up device, adjustment shall be maintained to prevent handrail damage.	
Tension Carriage Rollers – Lubricate to meet maintenance guidelines.	
Return Guides - Check for abnormal wear, clean.	
Lubricator - Clean lubricator brushes, check tubing condition.	
Motor – Motors shall be cleaned and free of lint, air vent shall be clean and open.	
<b>ANNUAL SERVICE</b>	<b>NOTES</b>
Motor Bearings - Replenish grease. Motor shall be lubricated according to maintenance guidelines.	
Main Drive Bearings - Add grease to grease fittings.	

Tension Carriage Bearings - Add grease to fittings.	
Handrail Drive Bearings - Add Grease to grease fittings.	

# MOVING WALKWAYS PREVENTATIVE MAINTENANCE

**NOTE:** Contractor to provide a sheet for each service and to be submitted with invoice.

BUILDING NAME:	MECHANIC:
MOVING WALKWAYS #:	
CHECK SERVICE TYPE: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> SEMI-ANNUAL <input type="checkbox"/> ANNUAL <input type="checkbox"/> UNSCHEDULED (attach "24/7 RESPONSE CALL" sheet for unscheduled service)	
Mechanic to initial EACH LINE indicating inspection has been completed. Note any irregularities or items requiring additional attention.	DATE/TIME OF SERVICE:
<b>MONTHLY SERVICE</b>	<b>NOTES</b>
Comb Fingers - Clean, check condition, tighten screws and alignment.	
Comb Plate - Clean plate and gap.	
Floorplate - Clean and inspect for damage.	
Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean.	
Lubricator - Check oil level.	
Coupling - Check for vibration and noise.	
Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated.	
Skirt Panels - Check clearance force and clean.	
Safety Strips - Check condition.	
Deck Moldings - Clean.	
Interior Panels - Clean.	
Newel Ends - Check for any unusual noise or temperature and clean.	
Step Guide Rollers - Check alignment.	
Handrail Drive Chains - Lead/Lag check, clean and check condition.	
Handrail – make sure they are not running hot, make sure handrails do not slip under normal pressure. Check handrail speed.	
Step Chain - Check condition and insure they are receiving proper lubrication.	
Main Drive Shaft - Check sprocket wear.	



Tension Carriage - Check condition.	
<b>QUARTERLY SERVICE</b>	<b>NOTES</b>
Comb Fingers - Clean, check condition, tighten screws and ALIGNMENT.	
Comb Plate - Clean plate and gap.	
Floorplate - Clean and inspect for damage.	
Steps and Wheels - Check condition, check alignment, examine wheels, tighten step nuts and clean.	
Lubricator - Check oil level.	
Coupling - Check for vibration and noise.	
Main Drive Chain - Check for abnormal wear and/or corrosion; check that the chain is adequately lubricated.	
Skirt Panels - Check clearance force and clean.	

<b>SEMI-ANNUAL SERVICE</b>	<b>NOTES</b>
Gear Reducer - Check sprockets for wear.	
Brakes – Fits to shafts should be secured, no rest or corrosion at the surface, check flexible coupling, should be tight, all pins and bushing securely in place. Brake torque should be verified and adjusted.	
Step Chain Track - Clean track rails.	
Step Chain Guide Shoe - Lubricate to meet maintenance guidelines.	
Step Roller Track - Clean track rails.	
Up-Thrust Guides - Clean.	
Turn-around Track Rail - Clean track rails.	
Steps and Wheels - Grease step wheel shoe.	
Step Chain - Check tension.	
Handrail Guides - Check condition, rollers, all bearings should be cleaned and turn freely.	
Handrail – make adjustments to handrail slack take-up device, adjustment shall be maintained to prevent handrail damage.	
Tension Carriage Rollers – Lubricate to meet maintenance guidelines.	
Return Guides - Check for abnormal wear, clean.	
Lubricator - Clean lubricator brushes, check tubing condition.	
Motor – Motors shall be cleaned and free of lint, air vent shall be clean and open.	
<b>ANNUAL SERVICE</b>	<b>NOTES</b>
Motor Bearings - Replenish grease. Motor shall be lubricated according to maintenance guidelines.	
Main Drive Bearings - Add grease to grease fittings.	

Tension Carriage Bearings - Add grease to fittings.	
Handrail Drive Bearings - Add Grease to grease fittings.	



**EXHIBIT C**  
**Fee Schedule**

(attached)

## FEE SCHEDULE

### Preventative Maintenance Services

	CONVEYANCE & LOCATION	INDICATE PRICE PER SERVICE				TOTAL ANNUAL PRICE
		MONTHLY (12/YEAR)	QUARTERLY (4/YEAR)	SEMI-ANNUAL (2/YEAR)	ANNUAL (1/YEAR)	
	<b>Elevators:</b>					
1	Conveyance # 159273 Location: 2509 Hollywood Way Owner ID: RPS #1 Make: Hyundai	\$2,340.00	0	0	\$855.00	\$3,195.00
2	Conveyance # 159277 Location: 2509 Hollywood Way Owner ID: RPS #2 Make: Hyundai	\$2,340.00	0	0	\$855.00	\$3,195.00
3	Conveyance # 161941 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$2,340.00	0	0	\$855.00	\$3,195.00
4	Conveyance # 107757 Location: 2800 Clybourn Owner ID: MillionAir Make: Oliver & Williams	\$2,340.00	0	0	\$855.00	\$3,195.00
5	Conveyance # 044406 Location: 2627 Hollywood Way Owner ID: Kitchen Make: Oliver & Williams	\$2,340.00	0	0	\$855.00	\$3,195.00
6	Conveyance # 050314 Location :2627 Hollywood Way Owner ID: Parking Structure Make: Oliver & Williams	\$2,340.00	0	0	\$855.00	\$3,195.00
	<b>Escalators:</b>					
7	Conveyance # 161947 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,620.00	0	0	\$2,628.00	\$7,248.00
8	Conveyance # 161946 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,620.00	0	0	\$2,628.00	\$7,248.00

# FEE SCHEDULE

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	QUARTERLY (4/YEAR)	SEMI- ANNUAL (2/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	<b>Moving Walkways:</b>					
9	Conveyance #161912 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
10	Conveyance # 161913 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
11	Conveyance # 161914 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
12	Conveyance # 161915 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
13	Conveyance # 161916 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
14	Conveyance # 161917 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$4,860.00	0	0	\$2,628.00	\$7,488.00
	<b>TOTAL MAINTENANCE PRICE:</b>	<b>\$52,440.00</b>	<b>0</b>	<b>0</b>	<b>\$26,154.00</b>	<b>\$78,594.00</b>

(continued)

## Alisa DeHoyos

---

**From:** Chad Babcock <chad@elevatorsetc.org>  
**Sent:** Wednesday, October 24, 2018 3:49 PM  
**To:** Alisa DeHoyos  
**Subject:** RE: Proposal for RFP MA18-01

That is correct.

**Chad Babcock**  
General Manager



4327 E. Cesar E. Chavez Ave  
Los Angeles, CA 90022  
360-791-1246 (cell) | 909-599-2400 (office)  
[chad@elevatorsetc.org](mailto:chad@elevatorsetc.org) | [www.elevatorsetc.org](http://www.elevatorsetc.org)

---

**From:** Alisa DeHoyos <ADeHoyos@bur.org>  
**Sent:** Wednesday, October 24, 2018 3:18 PM  
**To:** 'Chad Babcock' <chad@elevatorsetc.org>  
**Subject:** RE: Proposal for RFP MA18-01

Also, please confirm the highlighted sentence below. This was the conclusion I came to based on the zero price quoted, as this work will still need to be performed.

---

Thanks,  
Alisa

---

**From:** Chad Babcock <[chad@elevatorsetc.org](mailto:chad@elevatorsetc.org)>  
**Sent:** Wednesday, October 24, 2018 3:13 PM  
**To:** Alisa DeHoyos <[ADeHoyos@bur.org](mailto:ADeHoyos@bur.org)>  
**Subject:** RE: Proposal for RFP MA18-01

Sorry but this was a clerical error.  
On attachment G Fee Schedule, the total should read \$52,440.00  
Not \$66,480.00

**Chad Babcock**  
General Manager



4327 E. Cesar E. Chavez Ave  
Los Angeles, CA 90022  
360-791-1246 (cell) | 909-599-2400 (office)

---

**From:** Alisa DeHoyos <[ADeHoyos@bur.org](mailto:ADeHoyos@bur.org)>  
**Sent:** Wednesday, October 24, 2018 2:39 PM  
**To:** 'Chad Babcock' <[chad@elevatorsetc.org](mailto:chad@elevatorsetc.org)>  
**Subject:** Proposal for RFP MA18-01

Hi Chad:

I'm having difficulty determining your pricing on this RFP.

You've listed a price for the monthly services on the elevators of \$2,340/month, escalators at \$4,620/month, and moving walkways at \$4,860/month. Are these supposed to be the price for all twelve months, or the per month price?

Am I to assume that you'll perform the quarterly and semi-annual service, but that is included in the monthly service price? The numbers aren't calculating out for me, so I'm guessing I'm interpreting something incorrectly.

Help!

**Alisa DeHoyos**

Manager, Procurement

Burbank-Glendale-Pasadena Airport Authority

---

O: 8185651359

C: 8183813480



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2627 N Hollywood Way Burbank, CA 91505

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## FEE SCHEDULE

### On-Call Repair Services and Emergency Repair Services Labor Rates and Materials & Parts Mark-Up

Labor Rates					
#		Rates / Hour			
		Foreman	Journeyman	Apprentice	Other: List
1	Standard Time	\$258.00	\$258.00	\$180.00	
2	Overtime (1.5)	\$437.00	\$437.00	\$306.00	
3	Double Time (Weekends and Holidays)	\$515.00	\$515.00	\$360.00	
4	Emergency Service Calls	Straight Time \$258.00	\$258.00	\$180.00	
		Over Time \$437.00	\$437.00	\$306.00	

#### Other Terms:

1. All parts/materials must be OEM or a previously Authority-approved equivalent. Invoices presented (which include reimbursable materials) shall be accompanied by fully supported and documented receipts. No "inventoried" parts shall be reimbursable unless a parts list accompanies the Fee Schedule at bid due date. Contractor may mark-up materials used on hourly work (not part of the standard maintenance scheduled work) by 10 % (NTE 10%).
2. All Unit Prices shall be inclusive of all labor, standard inventoried parts, consumable tools, equipment, travel and fuel (sur)charges, general and administrative support and fees, overhead and profit, and all taxes.
3. Hourly rates shall be inclusive of all labor, consumable tools, travel and fuel (sur)charges, general administrative support, overhead and profit and all taxes.

\*\*\*

All listed prices shall be firm, fixed price for the three (3) year base term. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous twelve-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5%, whichever is less.

**EXHIBIT D**  
**General Provisions and Special Provisions**

(attached)

**GENERAL PROVISIONS  
AND  
SPECIAL PROVISIONS  
FOR  
RFP MA18-01  
ELEVATOR, ESCALATOR & MOVING WALKWAY  
PREVENTATIVE MAINTENANCE, ON-CALL REPAIR & EMERGENCY REPAIR SERVICES  
HOLLYWOOD BURBANK AIRPORT**





## **GENERAL PROVISIONS**

### **SECTION 0. GENERAL PROVISIONS DEFINED**

#### **0-1 STANDARD SPECIFICATIONS**

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

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

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

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

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

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

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

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

---

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

**Airport Designated Representative (ADR)** – Person designated by the Director, Engineering and Planning to have design and/or construction management oversight responsibilities for the project.

**Agency** – The Burbank-Glendale-Pasadena Airport Authority.

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

**Contract Documents** – As defined in Standard Specifications Section 1-2, but also including the General Provisions and Special Provisions.

**County** – County of Los Angeles, California

**Director, Engineering and Maintenance** – Anthony DeFrenza, unless and until written notice of a

change in the Director, Engineering and Maintenance is given by the Authority to Contractor.

Engineer – Shall be the Engineer of Record.

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

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

Project – See Work.

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

### 1-3 ABBREVIATIONS

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

<b>Abbreviation</b>	<b>Word or Words</b>
AAN .....	American Association of Nurserymen
ACI .....	American Concrete Institute
AGCA .....	Associated General Contractors of America
APWA .....	American Public Works Association
ASME .....	American Society of Mechanical Engineers
CRSI .....	Concrete Reinforcing Steel Institute
CSI .....	Construction Specifications Institute
IEEE .....	Institute of Electric and Electronic Engineers
NEC .....	National Electric Code
NEMA .....	National Electrical Manufacturers Association
NFPA .....	National Fire Protection Association
SSS .....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP .....	State of California Standard Plans, Latest edition, Department of Transportation

## SECTION 2. SCOPE AND CONTROL OF THE WORK

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

### 2-2 ASSIGNMENT

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

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

## 2-4 CONTRACT BONDS

The Payment Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2. The Payment Bond must be submitted using a form approved by Authority counsel.

## 2-5 PLANS AND SPECIFICATIONS

### 2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, in the event of an actual conflict, the Special Provisions shall control over the Special Provisions, and the Request for Proposals shall control over the Proposal, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Airport Conveyance Equipment Services Agreement.
4. Addenda.
5. Request for Proposals.
6. General Provisions.
7. Special Provisions.
8. Standard Specifications.
9. Reference Specifications
10. Proposal.

## 2-7 SUBSURFACE DATA

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

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

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

## **2-10 INSPECTION**

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

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

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

---

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

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

### **EXTRA WORK**

---

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

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

### **MATERIALS AND WORKMANSHIP**

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

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

#### Test of Materials

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

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

### SECTION 5 UTILITIES

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

#### 5-1 LOCATION

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

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

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

## **5-2 PROTECTION**

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

## **5-3 REMOVAL**

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

## **5-4 RELOCATION**

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

## **5-6 COOPERATION**

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

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## **5-7 NOTIFICATION**

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

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

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

### **TERMINATION OF THE CONTRACT FOR CONVENIENCE**

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

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

## **DELAYS AND EXTENSIONS OF TIME**

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

### **Extensions of Time**

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

### **Payment for Delays**

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

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

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

## **COMPLETION, ACCEPTANCE AND WARRANTY**

## Acceptance

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

All written guarantees and warranties;

Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct Authority personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

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

## Warranty

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

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

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

## SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

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

The Contractor shall provide and maintain insurance naming the Authority and its officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of Authority officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the Authority. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The Authority will not be liable for



any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

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

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

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

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

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

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

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

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

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

#### THE CONTRACTOR'S EQUIPMENT AND FACILITIES

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

#### LABOR

##### Public Work

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

### Copies of Wage Rates

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

### Job Site Notices

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

### Failure to Pay Prevailing Rates

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

### Apprentices

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

### Debarment or Suspension

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

### Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform

the Authority of the location of the records. The Contractor has ten (10) Days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the Authority, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

#### **Hours of Labor**

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

#### **Registration with the DIR**

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

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#### **Compliance Monitoring and Posting Job Sites**

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

#### **Subcontractors**

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

#### **Subcontractors/Vendors or Suppliers**

Contractor shall be required to provide a photocopy of the full executed subcontract agreements for all DBE and Non-DBE Subcontractors, Vendors, or Suppliers. All subcontract agreements must be provided prior to submission of any Pay Application.

#### 7-2.9 Prevailing Wage Indemnity

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

#### LIABILITY INSURANCE

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

##### Additional Insureds

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

##### No Limitation on Indemnity

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

##### Replacement Insurance

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

##### Certificates of Insurance with Original Endorsements

The Contractor shall submit to the Authority certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies

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

#### **Subcontractors**

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

#### **General Liability Insurance**

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

<b>Insurance Coverage Requirements</b>	<b>Limits of Liability</b>
Comprehensive General Liability Aggregate Limit	\$10,000,000
Products/Completed Operations Hazard Aggregate Limit	\$10,000,000
Bodily Injury Limit	\$10,000,000
Property Damage Limit	\$10,000,000
Each Occurrence	\$10,000,000

#### **Workers' Compensation Insurance**

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

#### **Automobile Insurance**

Instead of the minimum limits listed in Section 7-3.4 of the Standard Specifications, the automobile insurance shall have a minimum limit of Ten Million dollars (\$10,000,000) per claim and occurrence and Ten Million dollars (\$10,000,000) in the aggregate for bodily injuries or death of one person and Ten Million dollars (\$10,000,000) for property damage arising from one incident.

#### **INDEMNIFICATION**

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

### Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the Authority, protect, indemnify, and hold harmless the Authority and its officials, officers, employees, volunteers, attorneys, agents (including those Authority agents serving as independent contractors in the role of Authority representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee.

### Civil Code Exception

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

### Nonwaiver of Rights

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

### Waiver of Right of Subrogation.

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

## Survival

The provisions of this Section 7-4 shall survive the expiration or termination of the Contract, are intended to be as broad and inclusive as is permitted by state law, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

## PERMITS

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

## COOPERATION AND COLLATERAL WORK

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

## WORKSITE MAINTENANCE

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

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

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

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

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

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

#### **SAFETY**

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

##### **Haul routes**

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

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

##### **Steel Plate Covers**

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

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#### **RECYCLING OF MATERIALS**

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

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

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

##### **Contractor's Obligation**

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

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

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for Authority personnel shall be required; however, Authority personnel shall have



the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

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

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

### **AUDIT**

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

## **SECTION 10. ADDITIONAL TERMS**

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

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

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

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

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

Until the final acceptance of the Work by the Authority as defined in Section 6-8.2 of the General Provisions, by written action of the ADR, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising

from the sole negligence or willful misconduct of the Authority, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

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

Any portions of curb, gutter, sidewalk or any other Authority improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in the Bid.

#### 10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

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

#### 10-6 ACCESS TO PRIVATE PROPERTY

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

#### 10-7 WORKING DAYS AND HOURS

The Contractor shall do all Work between the hours as specified in the Drawings and Specifications. There are no limitations on the days of the week or Holidays. No Work will be allowed on Authority holidays, which are as follows: New Years Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, unless otherwise authorized in writing 72 hours in advance of proposed Work Day.

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

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

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

## 10-8 CLAIM DISPUTE RESOLUTION

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

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

## 10-9 THIRD PARTY CLAIMS

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

## 10-10 COMPLIANCE WITH LAWS

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

## 10-11 CONTRACTOR'S REPRESENTATIONS

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

## 10-12 CONFLICTS OF INTEREST

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

matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

#### 10-13 APPLICABLE LAW

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

#### 10-14 TIME

Time is of the essence in these Contract Documents.

#### 10-15 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the Authority, wholly independent contractors. Neither the Authority nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the Authority in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the Authority, bind the Authority in any manner, or otherwise act on behalf of the Authority as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the Authority. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against the Authority by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

#### 10-16 CONSTRUCTION

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

#### 10-17 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

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

#### **10-18 TERM**

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

#### **10-19 NOTICE**

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

#### **10-20 SEVERABILITY**

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

### **END OF GENERAL PROVISIONS**

## **SPECIAL PROVISIONS**

### **SECTION 1. LIQUIDATED DAMAGES**

#### **1-02 Runway/Night Work Area Operations**

The Contractor shall pay the Authority as liquidated damages (but not as a penalty): (i) the sum of Five Thousand Dollars (\$5,000) for the first fifteen (15) minute period of each morning that a runway or identified night work area is not opened for operations at the listed time; (ii) an additional Five Thousand Dollars (\$5,000) for the second fifteen (15) minute period of each morning that a runway or identified night work area is not opened at the listed time; and (iii) an additional Fifty Thousand Dollars (\$50,000) per hour (or portion of an hour) thereafter of each morning that a runway or identified night work area is not opened for operations at the listed time.

#### **1-03 Incursions**

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

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

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

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

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

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

reasonable approximations of the actual damages to be suffered by the Authority by reason of any such delays.

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

### **2-01 Applications**

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

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

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

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

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

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

At the completion of the project all badges issued to contractor or subcontractor shall be returned to Airport Operations. Failure to return the Identification Badge will result in forfeiture of retention payment in the amount of \$150.00 per badge not returned.

### **2-02**

The Contractor will have a specified number of access points to the AOA dependent upon its work area. The Contractor is responsible for the security of specified AOA access points. If the Contractor wishes to use a gate guard to secure a gate, the guard must be badged under the responsibility of the Contractor. If at any time, airport security of the gate is compromised because of Contractor or a Subcontractor personnel's dereliction of duty, the Project will be shut-down until investigation is complete and the Operations Department Representative instructs personnel to

resume construction activity. The Contractor and Subcontractor personnel must abide by Airport, FAA, TSA, local laws, rules and regulations. Failures to do so will subject the individual to Violation Enforcement Program established by the Authority and possible criminal prosecution.

## **2-03 Vehicles**

Gate access and driving privileges on the AOA must be approved by the ADR or his/her designated representative. The field driving privilege is contingent upon compliance with all rules and regulations as stipulated by the Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off of airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as specified above.

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

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

1. Security training pursuant to Federal Aviation Regulation 107.25 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.
2. Security training is offered by Airport Operations and can be coordinated by contacting the Manager, Airport Operations or an Operations Duty Supervisor.

### **SECTION 4. AIRPORT REGULATIONS**

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

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### **SECTION 5. QUALITY CONTROL/QUALITY ASSURANCE**

#### **5-01 Quality Control**

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

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#### **5-02 Quality Assurance**

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



## **SECTION 6. SAFETY**

### **6-01 General**

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

Required reference material associated with this safety plan includes:

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

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

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

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

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

### **6-02 Contractor Safety Officer Appointment**

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

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

### **6-03 Contractor Safety Officer Responsibilities**

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

1. Develop and submit in writing a detailed work sequence schedule with dates and times specified for all milestone events. This sequence schedule shall conform, as a minimum, to the events specified in Section 7-04 below, and shall be subject to the approval of the ADR. To assure adequate time for coordination, this document shall be submitted at least one week prior to the date of the preconstruction conference.
2. Develop and submit in writing a detailed outline of the procedures to be followed to maintain safety and security of both Contractor operations and the integrity of airport landside and airside operations during the prosecution of contract work. This plan shall detail, in addition, the procedures to be followed in the event of an accident or fire involving Contractor personnel and

the Contractor's efforts to maintain fire protection and security. These procedures shall be subject to the approval of the ADR and reflect any change as may be deemed necessary.

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

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

#### **6-04 Construction Sequencing**

The Contractor shall prepare a construction schedule and submit to the ADR at least one week prior to the pre-construction conference.

The Contractor shall acquaint its supervisors and employees with the sequence of construction and the relationship to airport activity and aircraft operations that are inherent to this airport. No runway, taxiway, apron or airport roadway shall be closed without the written approval of the ADR, to enable necessary NOTAMS and/or advisories to airport fixed based operators, tenants and users.

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

Any construction activity within 200 feet of the centerline of an active runway or within 85 feet of the centerline of an active taxiway or apron requires the closure of the affected area. These safety areas are shown on the phasing plan.

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

#### **6-05 Marking and Lighting**

Proper marking and lighting of areas on the airfield associated with the construction shall be the responsibility of the Contractor. This will include properly marking and lighting closed runways, taxiways, taxilanes, and aprons, the limits of construction, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's exclusive use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and night use. Temporary barricades, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the ADR.

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

#### 6-06 Traffic Control

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

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

#### 6-07 Construction Site Access.

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

1. All Contractor traffic authorized to travel on the airport shall have been briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel or be escorted by personnel authorized by the CSO.

2. The Contractor shall install work site identification signs at the authorized access point(s). If, in the opinion of the ADR, directional signs are needed for clarity, they shall be installed along the route authorized for access to each construction site.

3. Under no circumstance will Contractor personnel be permitted to drive their individually owned vehicles to any construction site on the airport. All vehicles must be parked in the area designated for employee parking and out of secured airport property.

4. In addition to the inspection and cleanup required at the end of each shift, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s) as a result of construction related traffic or operations whether or not created by Contractor personnel.

#### **6-08 Material Suppliers**

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

#### **6-09 Personnel Identification.**

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

#### **6-10 General Safety Requirement**

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

All Contractor vehicles that are required to operate outside of the construction area limits as defined herein and cross active runways, taxiways, aprons, or runway approach clear zones shall do so under the direct control of a flagman who is monitoring the Airport frequency. Flagmen and two way radios shall be furnished by the Contractor. Flagmen shall be instructed in the use of two way radios prior to use. All aircraft traffic on runways, taxiways and aprons shall have priority over Contractor's traffic.

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

In order to protect all aircraft traffic, aviation related businesses, terminal apron areas, etc. from potential damage caused by foreign object debris ("FOD") generated by construction activities, the Contractor shall provide a vacuum truck as required at the startup of construction to daily vacuum all pavements affected by construction. The vacuum truck shall remain on-site for the duration of the project and shall be available at the discretion of the Authority to vacuum pavement areas adjacent to the construction areas to ensure no FOD is present on pavements within 500 feet of any construction area. Protecting the aircraft, airport tenants, users, public, etc. against FOD is a critical safety issue therefore the cost of the vacuum truck will be included in the cost established for this specification item.

#### **6-10 Construction Control**

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

#### **6-11 Construction Techniques**

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

### **END OF SPECIAL PROVISIONS**

## EXHIBIT E

### Service Call Sheet Form

[illegible]

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

**1. General Civil Rights Provisions**

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

**2. Civil Rights – Title VI Assurance**

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

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

B. Non-discrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. 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.

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

D. Information and Reports: 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 Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Authority or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

F. **Incorporation of Provisions:** 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. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

G. During the performance of this contract, 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 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;



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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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



September 19,  
2022

Via e-mail

Mr. Jason Babcock  
President  
**Elevators Etc., LP**  
4327 E. Cesar E Chavez Avenue  
Los Angeles, CA 90022

Re: **Airport Conveyance Equipment Services Agreement dated  
December 10, 2018 Exercise Extension Option Number 2**

Dear Mr. Jason Babcock:

I write on behalf of the Burbank-Glendale-Pasadena Airport Authority ("Authority") with reference to the December 10, 2018 Airport Conveyance Equipment Services Agreement ("Agreement") executed by the Authority and Elevators Etc., LP ("Elevators Etc."). Pursuant to Section 3.B. of the Agreement, the Authority has the option to exercise two contract extensions which would extend the term for one year at a time.

This letter serves as notice that, at its September 19, 2022 meeting, the Authority Commission approved the exercise of Extension Option 2, extending the term through November 30, 2023.

In accordance with Section 4.C., for each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous 12-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5% whichever is less. As such, the values provided in the updated Fee Schedule table (attached) have been increased by 5.0% and will be effective December 1, 2022.

If you have any questions, please contact us at your convenience.

A handwritten signature in blue ink, appearing to read 'A. DeFrenza', followed by a long, horizontal, wavy line.

Anthony DeFrenza  
Director, Engineering and Maintenance

## UPDDATED - ATTACHMENT G

### FEE SCHEDULE

#### Preventative Maintenance Services

UPDATED RATES FOR OPTION YEAR 2 (5.0% INCREASE) EFFECTIVE 12/1/22 – 11/30/23

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	<b>Elevators:</b>			
1	Conveyance # 159273 Location: 2509 Hollywood Way Owner ID: RPS #1 Make: Hyundai	\$202.80 \$212.94	\$889.20 \$933.66	<b>\$3,322.80</b> <b>\$3,488.94</b>
2	Conveyance # 159277 Location: 2509 Hollywood Way Owner ID: RPS #2 Make: Hyundai	\$202.80 \$212.94	\$889.20 \$933.66	<b>\$3,322.80</b> <b>\$3,488.94</b>
3	Conveyance # 161941 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$202.80 \$212.94	\$889.20 \$933.66	<b>\$3,322.80</b> <b>\$3,488.94</b>
4	Conveyance # 107757 Location: 2800 Clybourn Owner ID: MillionAir Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	<b>\$3,195.00</b> <b>\$3,488.94</b>
5	Conveyance # 044406 Location: 2627 Hollywood Way Owner ID: Kitchen Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	<b>\$3,195.00</b> <b>\$3,488.94</b>
6	Conveyance # 050314 Location :2627 Hollywood Way Owner ID: Parking Structure Make: Oliver & Williams	\$195.00 \$212.94	\$855.00 \$933.66	<b>\$3,195.00</b> <b>\$3,488.94</b>
	<b>Escalators:</b>			
7	Conveyance # 161947 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$400.40 \$420.42	\$2,733.12 \$2869.78	<b>\$7,537.92</b> <b>\$7,914.82</b>
8	Conveyance # 161946 Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$400.40 \$420.42	\$2,733.12 \$2869.78	<b>\$7,537.92</b> <b>\$7,914.82</b>

**UPDDATED - ATTACHMENT G**

**FEE SCHEDULE**

	CONVEYANCE & LOCATION	MONTHLY (12/YEAR)	ANNUAL (1/YEAR)	TOTAL ANNUAL PRICE
	<b>Moving Walkways:</b>			
9	<i>Conveyance #161912</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
10	<i>Conveyance # 161913</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
11	<i>Conveyance # 161914</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
12	<i>Conveyance # 161915</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
13	<i>Conveyance # 161916</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
14	<i>Conveyance # 161917</i> Location: 2507 Hollywood Way Owner ID: North Tower Make: OTIS	\$421.20 \$442.26	\$2,733.12 \$2,869.78	<b>\$7,787.52</b> <b>\$8,176.90</b>
	<b>TOTAL MAINTENANCE PRICE:</b>	<b>\$4,544.80</b> <b>\$4,772.04</b>	<b>\$27,200.16</b> <b>\$28,560.20</b>	<b>\$81,737.76</b> <b>\$85,824.68</b>

(continued)



**UPDDATED - ATTACHMENT G****FEE SCHEDULE**

**On-Call Repair Services and Emergency Repair Services  
Labor Rates and Materials & Parts Mark-Up**

<b>Labor Rates</b>				
#		<b>Rates / Hour</b>		
		<b>Foreman</b>	<b>Journeyman</b>	<b>Apprentice</b>
1	Standard Time	\$268.32 \$281.74	\$268.32 \$281.74	\$187.20 \$196.56
2	Overtime (1.5)	\$454.48 \$477.20	\$454.48 \$477.20	\$318.24 \$334.15
3	Double Time (Weekends and Holidays)	\$535.60 \$562.38	\$535.60 \$562.38	\$374.40 \$393.12
4	Emergency Service Calls	SEE ABOVE		

**Other Terms:**

1. All parts/materials must be OEM or a previously Authority-approved equivalent. Invoices presented (which include reimbursable materials) shall be accompanied by fully supported and documented receipts. No "inventoried" parts shall be reimbursable unless a parts list accompanies the Fee Schedule at bid due date. Contractor may mark-up materials used on hourly work (not part of the standard maintenance scheduled work) by 10% (NTE 10%).
2. All Unit Prices shall be inclusive of all labor, standard inventoried parts, consumable tools, equipment, travel and fuel (sur)charges, general and administrative support and fees, overhead and profit, and all taxes.
3. Hourly rates shall be inclusive of all labor, consumable tools, travel and fuel (sur)charges, general administrative support, overhead and profit and all taxes.

\*\*\*

All listed prices shall be firm, fixed price for the three (3) year base term. For each extension option exercised by the Authority, the Fee Schedule shall be increased based on the most recent previous twelve-month period published Consumer Price Index (CPI) rate for all indices, Los Angeles County or by 5%, whichever is less.

**PROFESSIONAL SERVICES AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / Trifiletti Consulting, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated October 2, 2023 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Trifiletti Consulting, Inc. (“Consultant”), a California corporation (“Consultant”).

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

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: environmental, entitlement, land use, sustainability, and governmental consulting.

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

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

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

A. “Contract Administrator”: Patrick Lammerding or a duly authorized designee.

B. “Contract Limit”: eighty-five thousand dollars (\$85,000).

C. “Executive Director”: Frank R. Miller or a duly authorized designee.

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

E. “Fee Schedule”: the fee schedule set forth in the attached Exhibit B.

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

G. “Insurance Requirements”: the insurance requirements set forth in the attached Exhibit C.

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

**2. Services.**

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

B. Consultant shall perform all work to 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 work under this Agreement, Consultant shall provide any reasonable assistance and cooperation that the Authority might require.

### **3. Term.**

A. This Agreement shall commence on November 1, 2023 and shall expire on October 31, 2024 unless terminated by either party pursuant to paragraph (B) below.

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

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

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

**9. Indemnification.**

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

B. 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.

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

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

**12. Notices.** Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours;



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

Authority  
Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Patrick Lammerding, Deputy Exec. Dir.  
E-mail: PLammerding@bur.org

Consultant  
Trifiletti Consulting, Inc.  
1545 Wilshire Blvd., Suite 700  
Los Angeles, CA 90017  
Attn: Lisa Lopez Trifiletti, Principal  
E-mail: lisa@trifiletticonsulting.com

### **13. Assignability.**

A. Except as provided in paragraph (B) below, 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.

B. Consultant may subcontract with CDM Smith Inc. for the subconsultant work identified in Exhibit A.

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

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

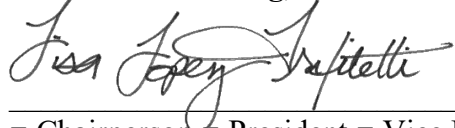
**16. Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted,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

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

Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

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

**Trifiletti Consulting, Inc.**



☐ Chairperson ☒ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary

☐ Chief Finance Officer ☐ Asst. Treasurer

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

**Burbank-Glendale-Pasadena Airport Authority**

\_\_\_\_\_  
Felicia Williams  
President

Approved as to form:

\_\_\_\_\_  
Richards, Watson & Gershon  
A Professional Corporation

## **EXHIBIT A**

### **Scope of Services**

#### **I. Trifiletti Services**

Trifiletti Consulting Inc. (Trifiletti) shall assist Hollywood Burbank Airport by providing the following environmental, entitlement, land use, sustainability and governmental consulting on complex airport and transportation aviation projects and related professional services:

##### **Environmental Consulting/Advisory Services:**

- Advise on sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the South Coast Air Quality Management District (SCAQMD) on the updates to future Air Quality Management Plans (“AQMP”), the Southern California Association of Governments’ (“SCAG”) latest Regional Transportation Plans, and its relationship to future Memoranda of Understanding (“MOU”) with the SCAQMD.
- Advise on air quality improvement and sustainability policies as necessary to support the entitlement efforts at Hollywood Burbank Airport, including but not limited to coordination with the SCAQMD on airport-related updates to the future AQMPs, SCAG’s latest Regional Transportation Plans, and its relationship to future MOUs with the SCAQMD.
- Provide strategic land use, environmental, entitlement, real estate, transportation, and governmental/public outreach consulting for airport projects, and advise, review, or prepare, as requested, environmental review documents for airport projects in compliance with the California Environmental Quality Act and the National Environmental Policy Act.
- Manage and partner with subconsultant, CDM Smith, to develop the 2023 annual emission inventories required under Burbank’s MOU with the SCAQMD.
- Lead the facilitation and coordination work with the SCAQMD, including the production of the annual status report to the SCAQMD and representation at the SCAQMD Airports Working Group, Mobile Source Committee, and SCAQMD Board Meetings, as requested by the SCAQMD.
- Provide support on the implementation and monitoring of Air Quality Improvement Program (“AQIP”) measures and other sustainability initiatives as requested by the Airport.

All consulting services and related professional services shall be completed to the satisfaction of the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director.

All advice provided by Trifiletti shall be reviewed in a significant, substantive manner by the Hollywood Burbank Airport Deputy Executive Director of Planning & Development or any other appropriate designee of the Executive Director, and Trifiletti shall not have the independent authority to enter into or approve any contracts, issue any permits, or adopt or approve any plan,

report, policy, etc., on behalf of Hollywood Burbank Airport.

When interacting with Hollywood Burbank Airport personnel, other agencies, stakeholders, the public, etc. pursuant to this Agreement, Trifiletti shall solely represent Hollywood Burbank Airport and its interests.

## **II. CDM Smith Services**

### **Annual Ground Support Equipment (GSE) Emission Factors & Inventory**

Beginning in 2021, and every year thereafter through 2032 (total of 12 years), BUR will be required to provide an annual GSE emissions inventory and GSE emissions factor report for the previous calendar year to the SCAQMD as required by the BUR-SCAQMD MOU. CDM Smith will develop the 2023 GSE emission factors and inventories, including methodology and calculations. In addition, CDM Smith will support development of the presentation slides for the SCAQMD Mobile Source Committee Meeting when the 2023 MOU results are presented to the SCAQMD. The specific tasks include:

1. CDM Smith will calculate the 2023 NO<sub>x</sub> emission inventories for GSE and calculate the airport-wide GSE NO<sub>x</sub> emission factor to support progress tracking towards achieving the emission factor targets.
2. CDM Smith will support the development of presentation materials on the 2023 results for the SCAQMD Mobile Source Committee Meeting, anticipated to be held in the 3<sup>rd</sup> or 4<sup>th</sup> quarter of 2024.

Key assumptions for this scope include:

- The GSE data obtained for the 2022 calendar year (last year) will be incorporated by CDM Smith into the data sheets used to collect the 2023 calendar year data.
- The 2023 GSE data will be collected by BUR and provided to CDM Smith.
- The 2023 GSE data will be obtained for all tenants operating at BUR during 2023.
- CDM Smith will review the collected data and inform BUR and Trifiletti Consulting of unusual looking information or data deficiencies; BUR will be responsible for verifying this data is correct or obtaining corrected data from the tenants.
- Emissions will be developed primarily from emission factor data obtained from the CARB OFFROAD2017 and EMFAC2017 emission models, per the MOU methodology.
- CDM Smith may also develop emission benefit estimates of the Airport Shuttle measures of the BUR-SCAQMD MOU.
- Presentation graphics and materials developed by CDM Smith for the GSE MOU submittals to SCAQMD in June 2023 will be used in the presentation to the SCAQMD Mobile Source Committee on the 2023 BUR-SCAQMD MOU results.

Associated with the work noted above, CDM Smith staff may attend up to 3 meetings at the airport, and up to 5 additional virtual meetings with SCAQMD, including one in-person meeting.

**EXHIBIT B**  
**Fee Schedule**

Trifiletti proposes to assist Hollywood Burbank Airport by providing expert environmental, entitlement, sustainability, land use, and governmental consulting on complex airport and transportation aviation projects and related professional consulting services, not to exceed \$85,000 for services rendered November 1, 2023 thru October 31, 2024. This total includes a budget of \$41,500 for Trifiletti's services and \$43,500 for CDM Smith's services, at the hourly rates of:

Lisa Trifiletti, Principal	\$290 per hour
Tami McCrossen-Orr Director	\$290 per hour
Environmental Specialist	\$180 per hour
Planning Associate	\$130 per hour

Direct expenses such as parking, copy fees, database research, authorized travel and related expenses will be billed at actual costs.

Any out-of-state or long-distance travel required to conduct the above-mentioned workplace investigations, compliance training or related services shall be approved in advance by the Executive Director or an authorized designee.

## **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 performance of this Agreement, 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 its work under this Agreement 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.

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**GROUND LEASE**

BETWEEN

**BURBANK – GLENDALE - PASADENA AIRPORT AUTHORITY**

AND

**ACE PARKING III, LLC**

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## GROUND LEASE

THIS GROUND LEASE (this “Lease”) is dated as of \_\_\_\_\_, 2023 and is entered into by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**, a public entity formed under a joint exercise of powers agreement among the Cities of Burbank, Glendale, and Pasadena, California, pursuant to the California Joint Exercise of Powers Act (“Landlord”), and **ACE PARKING III, LLC**, a California limited liability company (“Tenant”).

### 1. LEASE.

#### 1.1. Leased Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, the real property legally described in Exhibit A attached hereto (the “Leased Premises”), upon the terms and subject to the conditions set forth in this Lease. The Leased Premises are part of or adjacent to the Bob Hope Airport, a public airport located in the County of Los Angeles, State of California (the “Airport”); however, Tenant shall have no right of access to nor any right to enter upon or to use any part of the Airport outside of the boundaries of the Leased Premises, except that Tenant shall be permitted during the Term of this Lease to use the private roads located within the Airport that are necessary for Tenant to gain access to the Leased Premises from a public road.

The Leased Premises, the building in which they are located and any other areas that may be used by Tenant under this Lease (herein, the “subject premises”) have not been inspected by a Certified Access Specialist (CASP). A CASp can inspect the subject premises and determine whether they comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, a commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties must mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject premises.

The Landlord and Tenant hereby agree that Landlord will not be obligated to obtain or pay for such an inspection report, and will not make or pay for any necessary repairs (all of which shall be the responsibility of the Tenant under this Lease).

#### 1.2. Relocation of Leased Premises.

The Executive Director of Landlord shall have the right, at any time and from time to time, to designate a new or different area or areas upon other real property owned, leased or controlled by Landlord, for use by Tenant for some or all of the Leased Premises (“Relocated Premises”). The Executive Director shall exercise such Landlord relocation right by delivering to Tenant a written notice specifying the Relocated Premises to which Landlord intends to relocate Tenant (the “Relocation Notice”) and the effective date of such relocation,

which shall be not less than sixty (60) days after delivery of the Relocation Notice (the "Relocation Date"). Upon any such designation, Tenant shall relocate its business and operation, or so much thereof as the Executive Director designates, to such new or different area or areas and this Lease shall be amended to delete from the Leased Premises the terminated portion of the Leased Premises and to include the Relocated Premises as part or all of the Leased Premises, as applicable.

1.3. Acknowledgment of Condition of Leased Premises.

Tenant accepts the Leased Premises in the condition existing as of the date hereof. Tenant hereby agrees that the Leased Premises are in a good and tenantable condition and acknowledges that Tenant has inspected the Leased Premises to its satisfaction and acknowledges that Landlord is not obligated to make any repairs or alterations to the Leased Premises.

1.4. Title and Use Restrictions; Zoning; Reservations to Landlord.

1.4.1. Title and Use Restrictions.

Tenant accepts the Leased Premises subject to any and all existing easements, restrictions, servitudes and encumbrances of record, including, without limitation, restrictions and easements in favor of the City of Burbank that limit the use of the Leased Premises. Tenant shall not use the Leased Premises for any purpose that will constitute a violation of any such easements, restrictions servitudes or encumbrances of record.

1.4.2. Zoning.

Tenant shall comply with all provisions of the City of Burbank Zoning Ordinance applicable to the use of the Leased Premises (or if the Leased Premises or portion thereof are relocated to the unincorporated area of the County of Los Angeles, then all provisions/laws of the County of Los Angeles applicable to the use of such relocated premises) and shall apply for, obtain on its own accord and satisfy the conditions of the conditional use permit issued by the City of Burbank, if required (or with respect to relocated Leased Premises in the unincorporated area of the County of Los Angeles, the conditions of any use permit issued by the County of Los Angeles), with respect to Tenant's use of the Leased Premises.

1.4.3. Reservations to Landlord.

Landlord reserves the right, without obligation, to install, lay, construct, maintain and repair roadways, drainage facilities, pipes, conduits, wires, cables, utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across, under and along the Leased Premises or any part thereof, and to enter the Leased Premises for any and all such purposes. Landlord also reserves the right to grant franchises, licenses, easements, rights of way and permits in, over, upon, through, across, under and along any and all portions of the Leased Premises. Landlord shall use reasonable efforts to exercise its rights under this Section so as to interfere unreasonably with Tenant's operations.

1.5. Landlord's Right of Access.

Landlord shall have free access to the Leased Premises in all cases of emergency, and during all reasonable hours for the purposes of examining the same to ascertain if they are in good repair, inspecting any work in progress within or upon the Leased Premises or elsewhere on the Airport, making repairs which Landlord may be permitted to make hereunder, and exhibiting the same to prospective purchasers or tenants. Such entry shall be made in a manner that will not unreasonably interfere with Tenant's use of the Leased Premises, except in case of emergency. In the event that Tenant is not personally present to open and permit such entry, Landlord may enter by means of master keys or may enter forcibly and shall incur no liability to Tenant as a result of such entry, except for any gross negligence, willful misconduct, or material breach of this Lease on the part of Landlord or any of its employees, agents, representatives or contractors.

2. TERM.

2.1. Lease Commencement Date; Expiration Date.

The term of this Lease shall commence at 12:01 a.m. on October 1, 2023 ("Lease Commencement Date") and continue until terminated by either party upon 30 days prior written notice (the "Expiration Date"). Following the expiration of the Lease term, Section 14 shall apply.

2.2. Tenant Acknowledgments.

The exercise by Landlord of any termination right under this Lease shall not be construed as a taking by Landlord of any part of the Leased Premises or of Tenant's rights or leasehold estate under this Lease, and Tenant shall not be entitled to payment for any loss of goodwill, income or other amount measured by Tenant's loss upon termination or reduction of its business following termination of this Lease as to all or a portion of the Leased Premises.

2.3. Early Termination.

2.3.1. Right to Terminate.

Notwithstanding anything to the contrary, each of Landlord and Tenant shall have the right, to be exercised in such party's sole discretion, to terminate this Lease upon not less than thirty (30) days written notice to the other party.

3. Taxes.

3.1.1. Possessory Interest and Other Taxes.

Tenant shall pay, as additional rent under this Lease, all "Taxes" imposed by any authority having the direct or indirect power to tax and which are applicable to the Leased Premises during the term of this Lease, whether levied or assessed upon Landlord or Tenant. As used herein, the term "Taxes" shall include any form of possessory

interest tax, assessment (including public facilities maintenance district levy or assessment or any public transit or other benefit assessment district levy or assessment), license fee, commercial rental tax, any tax or excise on rents or parking revenues, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any federal, state, county or city government, or any school, agricultural, lighting, drainage, or other improvement district thereof, as against any legal or equitable interest of Landlord or Tenant in the Leased Premises or in the real property of which the Leased Premises are a part, as against Landlord's right to rent or other income therefrom, or as against Landlord's business of leasing the Leased Premises; provided, however, that "Taxes" shall not include (i) any mortgage or documentary transfer tax relating to any financing or sale of the Airport; (ii) any tax upon or against Landlord's income or profits; (iii) any franchise, capital stock, excise, social security, unemployment, sales, use or withholding assessments levied against Landlord; (iv) any assessments (or other governmental fees or charges) levied by Landlord against any tenants, the Airport or any portion thereof (whether attributable to special assessment districts or otherwise) to finance any development, maintenance or improvement of facilities at the Airport. In this regard, Tenant recognizes and understands that this Lease might be held to create a possessory interest subject to property taxation and that Tenant might be subject to the payment of property taxes levied on such interest. Tenant shall pay all Taxes prior to delinquency. Tenant shall furnish to Landlord evidence of payment of Taxes within fifteen (15) days of making such payment.

#### 3.1.2. Personal Property Tax.

Tenant shall pay prior to delinquency any and all taxes and assessments on the furniture, fixtures, equipment, vehicles and other personal property of Tenant located on the Leased Premises, whether assessed to Tenant or assessed to Landlord as part of the real property comprising the Leased Premises or the Airport.

#### 3.1.3. Right to Contest.

Tenant, at its sole cost and expense, shall have the right to contest the validity, applicability, and/or amount of any Taxes by appropriate proceedings and Tenant shall be entitled to receive and retain the recoveries from such contest. Notwithstanding the foregoing, if such Taxes are secured by a lien on any portion of the Airport or other real property owned, leased or controlled by Landlord, or the revenues therefrom, or if, in the sole opinion of Landlord, the nonpayment of such Taxes will be detrimental to Landlord, then as a condition to making such contest, Tenant shall pay the contested Taxes with a reservation of rights.

#### 3.2. Utilities.

Tenant shall pay all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used in the Leased Premises, together with any and all taxes thereon and connection fees relating thereto, prior to when said charges, taxes or connection fees are due, and shall defend, indemnify and hold Landlord harmless from and against any liability, claim, loss, damage cost and expense relating to or arising from the late payment or nonpayment of any said charges, taxes or connection fees.

### 3.3. Net Lease.

Landlord shall receive all amounts payable by Tenant pursuant to this Section 3, or any other provision of this Lease, free and clear of any and all other impositions, Taxes, liens, charges or expense of any nature whatsoever in connection with the ownership and operation of the Leased Premises. In addition to the amounts payable by Tenant pursuant to this Section 3, Tenant shall pay to the parties respectively entitled thereto all other impositions, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provision of this Lease during the term hereof; provided, however, that Tenant shall have the right to contest the validity, applicability or amount of any such charge, cost or expense. All of such charges, costs and expenses which either (i) are payable to Landlord or (ii) the failure to pay will create a lien against the Leased Premises, shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses as required by this Lease, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

### 3.4. Interest on Past Due Payments.

Any amount due from Tenant pursuant to this Lease which is not paid within ten (10) days of when due shall bear interest from the due date until paid at a rate equal to five percent (5%) in excess of the prevailing rate established by the Federal Reserve Bank at San Francisco on advances to member banks on the twenty-fifth (25th) day of the month preceding the Lease Commencement Date (but not more than the maximum rate permissible by law); provided, however, that the payment of any interest pursuant to this Section shall not excuse or cure any default by Tenant with respect to its obligations to pay any amount due from Tenant under this Lease.

### 3.5. Address for Payment.

Any amounts due to Landlord pursuant to any provision of this Lease shall be paid at the office of Landlord: Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California 91505, ATTENTION: Director, Financial Services, or at such other place as Landlord may designate from time to time in writing to Tenant.

## 4. CONDUCT OF BUSINESS BY TENANT.

### 4.1. Use of the Leased Premises.

#### 4.1.1. Principal Use of Airport.

Tenant hereby acknowledges that the principal use of the Airport consists of the operation of a public airport and that all other businesses and operations which now are or hereafter shall be permitted by Landlord, to be conducted on, at or adjacent to the Airport, including Tenant's use of the Leased Premises pursuant to this Lease, must at all times be compatible with such principal use, as Landlord, in its sole and absolute discretion, shall determine.

4.1.2. Authorized Use.

Tenant shall use the Leased Premises to store up to fourteen bus vehicles and the placement of a mobile trailer in connection to the Parking and Shuttle Services Agreement dated July 10, 2023, provided however that such facility and equipment are approved in writing and in advance by Landlord. Tenant shall not use nor authorize the use of the Leased Premises, or any portion thereof, for any other purpose whatsoever without Landlord's prior written consent, which consent Landlord may withhold or condition in Landlord's sole and absolute discretion without regard to any standard of reasonableness.

4.2. Conduct of Tenant's Business.

4.2.1. Standards.

In addition to any and all other terms, conditions and requirements under this Lease, Tenant, at all times during the term of this Lease, shall comply strictly with the terms, conditions and requirements set forth in this Section 4.2.

4.2.2. Conduct of Employees.

Tenant shall exercise its diligent efforts to control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, contractors, licensees, permittees, invitees and permitted subtenants, and shall require all of its employees to wear clean and neat appearing clothing and to ensure their courteous, polite and inoffensive conduct and demeanor. Upon receipt of written objection from Landlord concerning the conduct, demeanor, or appearance of any such person, Tenant immediately shall take all legal steps necessary to correct or to remove the cause of the objection if such correction or removal is not inconsistent with applicable law.

4.2.3. Licenses, Permits; Compliance With Laws.

Tenant, at Tenant's own cost and expense, shall obtain and maintain in effect at all times during the term hereof all licenses, permits, certificates, approvals and other authorizations required by any federal, state, county, city or other governmental department, bureau, agency or other authority having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises or any other areas of the Airport. Tenant shall, to the extent applicable to the Leased Premises or the Airport, comply with all applicable federal, state, county and city statutes, regulations, rules and ordinances governing or regulating matters of health, safety or security or the use or occupancy of the Leased Premises or the operation of the Airport, including all rules and regulations promulgated by the FAA, the Transportation Security Administration ("TSA"), all rules, regulations, policies and guidelines of Landlord promulgated pursuant to Section 19 of this Lease, and all orders of any governmental department, bureau, agency or other authority having jurisdiction over Tenant, Tenant's business and operations, the Leased Premises or any other areas of the Airport (collectively, "Laws"). Landlord shall give written notice to Tenant of any violation of Laws by Tenant that comes to Landlord's attention.

#### 4.2.4. Manner of Use.

Tenant shall not use or permit the use of the Leased Premises or any other areas of the Airport in any manner that will (i) tend to create or permit any waste or nuisance, (ii) tend to disturb other tenants or users of the Airport, (iii) invalidate or cause the cancellation of or be in conflict with any fire or other hazard insurance policies covering the Airport, or (iv) increase the premiums for any fire insurance policies covering the Airport or any property located thereon. Tenant, at its expense, shall comply with all rules, orders, regulations, or requirements of the National Board of Fire Underwriters, or any other similar body with respect to Tenant's operations at the Leased Premises.

#### 4.2.5. Utilities, Police and Fire Fighting.

Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the mechanical, gas, electrical, heating, ventilating, air conditioning, plumbing or sewer systems, facilities or devices or portions thereof on or servicing the Leased Premises, or elsewhere on the Airport. In addition, Tenant shall not do or permit to be done anything which may interfere with free access or passage to the Leased Premises or the streets, roads, parking lots, curb areas, entryways, exits, sidewalks, or any other areas of the Airport other than such interference resulting from Tenant's compliance with Landlord's Security Requirements. Further, Tenant shall not hinder police, fire fighting or other emergency personnel in the discharge of their duties.

#### 4.2.6. Interference with Fire Exits.

Tenant shall not do or permit to be done anything that may interfere with the effectiveness or accessibility of fire exits in or adjacent to the Leased Premises or elsewhere at the Airport.

#### 4.3. Non-Discrimination and Affirmative Action.

Tenant shall comply with the provisions of Exhibit B attached hereto and by this reference made a part hereof regarding nondiscrimination, as the same may be amended by Landlord from time to time. In addition, Tenant shall undertake an affirmative action program, as required by 14 Code of Federal Regulations Part 152, Subpart E, to insure that no person shall, on the ground of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 Code of Federal Regulations Part 152, Subpart E. Tenant agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said Subpart. Tenant will require its permitted subtenants, successors and assigns to provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require similar assurances from their permitted successors, subtenants and assigns, as required by 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

4.4. Compliance with FAA Grant Assurances and Airport Use.

In connection with the ownership and use of the Airport by Landlord, Tenant hereby agrees as follows:

4.4.1. Development or Improvement of Landing Area.

Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance.

4.4.2. Maintenance of Landing Area and Public Facilities.

Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

4.4.3. Agreements with United States.

This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Landlord and the United States, or any lawful requirement of the United States, relative to the development, operation, or maintenance of the Airport.

4.4.4. Construction of Improvements.

In the event any Approved Tenant Improvements are planned for the Leased Premises or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises, Tenant shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations.

4.4.5. Non-Exclusive Rights.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)).

4.4.6. Reservation of Rights.

There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises and the other areas of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operating on the Airport.



#### 4.4.7. Height Restrictions.

Tenant shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree, on the Leased Premises in violation of federal height restrictions and obstruction criteria or any more restrictive height restrictions and obstruction criteria established from time to time by Landlord; provided, however, that in the event that Landlord establishes any height restrictions or obstruction criteria, other than those promulgated or required by the FAA, that require Tenant to remove any improvements, such action by Landlord shall be deemed to be an election by Landlord to terminate this Lease and the provisions of Section 2.3 shall apply, except that sixty (60) days' prior notice need not be given by Landlord. In the event the aforesaid covenants are breached, in addition to all other rights and remedies of Landlord, Landlord reserves the right to enter upon the Leased Premises to remove the offending structure or object and to cut the offending tree, all of which shall be at the expense of Tenant.

#### 4.4.8. Interference with Aircraft.

Tenant shall not make use of the Leased Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport, or that might otherwise constitute a hazard. In the event the aforesaid covenant is breached, in addition to all other rights and remedies of Landlord, Landlord reserves the right to enter upon the Leased Premises or any other areas of the Airport and cause the abatement of such interference, at the expense of Tenant.

#### 4.4.9. Rights of United States.

This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency or otherwise.

#### 4.4.10. Unauthorized Access.

Tenant shall use reasonable precautions to prevent unauthorized persons from gaining access to restricted flight and aircraft operational areas, including, without limitation, the precautions established pursuant to Section 4.5.

### 4.5. Airport Security.

#### 4.5.1. Unauthorized Access to Airport.

Tenant shall have no right of access to nor any right to enter upon or to use any part of the Airport outside of the boundaries of the Leased Premises, except such rights as a member of the general public may have to use the passenger, parking and other facilities of the Airport in connection with air travel activities unrelated to the provisions of this Lease. Tenant shall use reasonable precautions to prevent unauthorized persons from gaining

access to restricted flight and aircraft operational areas of the Airport from any portion of the Leased Premises.

#### 4.5.2. Violation of Security Requirements.

Upon receipt of any written notice from Landlord of a violation by Tenant or any persons subject to Tenant's control of the provisions of Section 4.5.1, Tenant shall promptly engage security personnel or undertake other necessary security procedures as reasonably requested by Landlord to cure the violation described in such notice and Tenant shall pay any fine or penalty imposed by the FAA as a result of such violation. Tenant's failure to cure timely the violation described in Landlord's notice shall constitute an Event of Default under this Lease.

#### 4.5.3. Indemnity.

Tenant shall defend, indemnify and hold harmless the Authority, TBI Airport Management, Inc., in its capacity as manager of the Airport, and the Cities of Burbank, Glendale and Pasadena, California, and their respective officials, commissioners, officers and employees (individually, "Authority Party" and collectively, "Authority Parties") from and against any and all claims, of whatever kind or nature, known or unknown, foreseen or unforeseen, fixed or contingent, that any Landlord Party may at any time sustain or incur arising out of, resulting from or relating to any breach or violation by Tenant, its licensees or anyone subject to Tenant's control of, or failure to comply with, the provision of Section 4.4.1.

### 5. MAINTENANCE, REPAIRS AND REPLACEMENTS.

#### 5.1. Tenant's Obligations.

Tenant, at Tenant's sole expense, shall maintain and repair the Leased Premises, and every part thereof, including all other improvements constructed and installed by Landlord or any previous tenant, in good, neat, attractive and sanitary condition, free from waste or debris (whether or not such part of the Leased Premises requiring maintenance, repair or replacement, or the means of maintaining, repairing or replacing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such maintenance, repair or replacement occurs as a result of Tenant's use, any prior use, the elements or the age of such part of the Leased Premises). Tenant shall make any and all repairs required pursuant to this Section as and when the same become necessary to maintain the Leased Premises and every part thereof in good order, condition and repair, but in no event later than thirty (30) days following the delivery to Tenant of a written notice specifying the repairs Landlord believes must be undertaken to comply with the terms of this Lease or immediately in the event of an emergency. Landlord shall not be liable to Tenant or its respective owners, shareholders, partners, directors, officers, employees, agents, representatives, contractors, successors and assigns, or the permitted licensees and users of the Leased Premises (individually, "Tenant Party" and collectively, "Tenant Parties") by reason of any destruction, damage or loss of property, injury or death of persons, or damage or injury to, or interference with the business or operations or any Tenant Party, or the use or occupancy of the Leased Premises arising out of, resulting from or relating to

the need for or the making of any repairs or alterations to the Leased Premises. All repairs or modifications to or construction of Improvements upon the Leased Premises made by Tenant as provided in this Lease shall be performed in accordance with all applicable Laws, and Tenant shall secure all licenses, permits, approvals and authorizations required by applicable Laws with respect thereto. Tenant shall screen and landscape all outside storage areas and service yards of the Leased Premises with fencing and landscaping approved by Landlord, and shall not allow any temporary structures or facilities on the Leased Premises, unless either (i) Tenant has obtained Landlord's prior written approval, which approval may be granted or withheld by Landlord in its sole and absolute discretion and, if such approval is granted, it shall be revocable at any time by Landlord, in its sole and absolute discretion, or (ii) such temporary structures or facilities are related to the construction of Approved Tenant Improvements and are in compliance with Landlord's rules and regulations governing such construction.

#### 5.2. No Landlord Obligation; Tenant Waiver.

Landlord shall have no obligation to maintain or make any repairs or replacements to the Leased Premises. Tenant, for itself and its permitted subtenants, successors and assigns, hereby waives any and all rights provided in Section 1941 through Section 1942, inclusive, of the Civil Code of California and hereby waives, to the extent permissible, any rights under other statutes or laws now or hereafter in effect which are contrary to the obligations of Tenant under this Lease, or which place obligations upon Landlord. Landlord shall not be liable to any Tenant Party for any injury to or interference with any Tenant Party or the business or operations or any Tenant Party or the use or occupancy of the Leased Premises or Approved Tenant Improvements or arising out of, resulting from or relating to the need for or performance or non-performance of any maintenance, repair or replacement.

#### 5.3. Landlord Cure.

In the event Tenant fails to perform its obligations under this Section 5, Landlord may, at its option, after thirty (30) days' written notice to Tenant, enter upon the Leased Premises and put the same in good order, condition and repair and make any required replacement, and the cost thereof shall become due and payable, upon demand, by Tenant to Landlord as additional rent; provided, however, so long as Tenant commences required maintenance, repairs and replacements within such thirty (30) day period and diligently prosecutes such maintenance, repairs and replacements to completion, Tenant shall be deemed to be fully performing Tenant's obligations hereunder.

### 6. IMPROVEMENTS.

#### 6.1. Procedures for Approval and Construction of Improvements.

##### 6.1.1. Landlord's Approval.

Without in each instance obtaining the prior written approval of Landlord in accordance with this Section 6.1, which approval may be granted or withheld in Landlord's sole and absolute discretion ("Landlord's Approval"), Tenant shall not (i) construct

or install any improvements or demolish any existing improvements or (ii) make any modifications, alterations or additions to the Leased Premises or improvements (all such demolition, construction, installation, modifications, alterations and additions are individually and collectively referred to in this Lease as “New Improvements”), and no work required in connection therewith shall commence, prior to receiving Landlord’s Approval. Landlord may delegate all Landlord’s Approvals required under this Section 6.1, including any determination of whether New Improvements are “Approved Tenant Improvements” under Section 6.1.8, to Landlord’s Executive Director, to one or more of Landlord’s other staff members, or to an outside engineer or architect, or to any combination thereof, and approval or determination by any such delegatee shall be subject to the same standards of review and time requirements as imposed upon Landlord and shall be deemed to be Landlord’s Approval or the determination of Landlord under this Section 6.1. Any Landlord’s Approval under this Section 6.1 shall be evidenced by a “Certificate of Approval” signed by Landlord or its delegatee.

6.1.2. Review and Approval of Plans.

In order to expedite plan review and approval and to insure that the proposed New Improvements will be compatible with Airport uses, Tenant first shall submit to Landlord for approval a conceptual plan. Notwithstanding Landlord’s Approval of the conceptual plan, all construction plans and specifications for New Improvements shall be subject to Landlord’s Approval and shall be prepared, stamped and signed by a California licensed architect or engineer. Engineers shall be licensed for the particular discipline required. All changes to plans and specifications previously receiving Landlord’s Approval that are required by the City of Burbank to be submitted to the City for plan check or review in accordance with the City’s building codes (“Material Plan Change”) shall also concurrently be submitted to Landlord and shall require Landlord’s Approval. Landlord shall have three (3) working days within which to review and to approve or disapprove the proposed Material Plan Change and, if Landlord fails to disapprove the Material Plan Change, then the Material Plan Change shall be deemed to have received Landlord’s Approval. Upon Landlord’s Approval, Landlord shall issue promptly a Certificate of Approval for each Material Plan Change.

6.1.3. Conditions of Approval.

Landlord may impose, in conjunction with its review and approval of proposed New Improvements, such reasonable requirements as to the construction, installation or making of the New Improvements as Landlord determines, in the exercise of its reasonable judgment, including, without limitation, requirements as to the following: (i) the experience, qualifications, financial condition and other factors relating to the contractor; (ii) the time for the commencement and completion of the construction or installation of the New Improvements; (iii) the type or quality of materials used in the construction or installation of the New Improvements; (iv) the means or methods used in the construction or installation of the New Improvements; (v) the design and the drawings, plans and specifications for the New Improvements; and (vi) security for the payment and performance of the construction and installation of the New Improvements, including payment and performance bonds and/or letters of credit.

6.1.4. Entitlements and Permits.

No New Improvements shall be constructed until Tenant shall have procured and paid for all entitlements, permits, licenses, approvals and authorizations relating to such New Improvements required by all governmental authorities and agencies.

6.1.5. Compliance with Policy on Tenant Improvements.

Prior to the commencement of any New Improvements, Tenant shall comply with the rules and guidelines established by Landlord for such work pursuant to Landlord's policy on tenant improvements attached hereto as Exhibit C, as the same may be uniformly amended from time to time. If there is any conflict between the policy on tenant improvements and the provisions of this Lease, the provisions of this Lease shall apply.

6.1.6. Performance of Work.

All construction work done in connection with any New Improvements shall be performed by a licensed general contractor reasonably acceptable to Landlord under one or more construction contracts and shall be done at Tenant's sole expense and with reasonable diligence, in a good and workmanlike manner, and in compliance with all applicable Laws. Landlord shall have the right to inspect and reject any work not done in accordance with the approved plans and specifications, including any changes permitted under Section 6.2.2, and Tenant shall immediately repair or remove such work in accordance with this Section. Any work in areas adjacent to active portions of the airfield, such as taxiways and runways, shall be scheduled and performed in a manner designed to avoid interference with aircraft operations. In the event that it becomes necessary to close or temporarily alter any part of the active areas of the airfield to accommodate any work by Tenant or its contractors, Tenant shall not perform such work without submitting a detailed work plan and schedule to Landlord, which Landlord shall have the right to approve, modify or disapprove in Landlord's sole and absolute discretion.

6.1.7. Approval of Tenant Improvements.

At the time Tenant requests Landlord's Approval of any New Improvements, Tenant shall specify whether the New Improvements are intended to be Approved Tenant Improvements. Any New Improvements proposed to be made by Tenant that are required for Tenant to engage in the use of the Leased Premises permitted by Section 4.1.2 shall be eligible to be Approved Tenant Improvements. If Landlord disagrees with Tenant's specification of any New Improvements as Approved Tenant Improvements, Landlord shall notify Tenant in writing of its disagreement and shall state the reasons therefor. Tenant shall have the right to respond in writing to Landlord's notice and statement of reasons; however, after considering any response by Tenant, Landlord's determination of whether any New Improvements shall constitute Approved Tenant Improvements shall be final and binding.

6.1.8. As Built Plans.

Within sixty (60) days following the completion of any New Improvements, Tenant shall furnish to Landlord a set of "as built" plans and specifications.

6.2. Landlord's Property.

Upon the expiration or earlier termination of this Lease, all New Improvements made by or on behalf of Tenant pursuant to this Section 6, shall become Landlord's property and shall be surrendered with the Leased Premises, unless Landlord shall elect otherwise not less than thirty (30) days prior to the expiration, or not more than thirty (30) days after any other termination, of this Lease. In the event of such election, New Improvements made by or on behalf of Tenant in the Leased Premises, as Landlord may select, shall be removed by Tenant, at its sole cost and expense, at or prior to the expiration or immediately following termination of this Lease, and Tenant shall repair any and all damages caused by said removal.

7. INSURANCE, INDEMNITY AND EXCULPATION.

7.1. Obligation to Maintain Insurance.

At all times during the term of this Lease and at its sole cost and expense, Tenant shall maintain in effect the insurance coverage and limits of liability as provided in this Section 7 ("Required Insurance"). In the event that Tenant fails to maintain any of the Required Insurance, Landlord shall have the right, but not the obligation, to obtain some or all of the Required Insurance. In the event Landlord elects to maintain some or all of the Required Insurance, Tenant shall pay to Landlord, as additional rent hereunder, its proportionate share of the premiums for all Required Insurance maintained by Landlord within ten (10) days following the delivery to Tenant of each written statement setting forth the amount of said premiums and the applicable premium period.

7.2. Liability and Workers' Compensation Coverage.

Tenant shall maintain in effect insurance protecting Tenant and each "Landlord Insured Party" (as hereinafter defined) from and against claims arising out of, resulting from or relating to the use or occupancy of the Leased Premises or the conduct of Tenant's business upon the Leased Premises, as follows:

7.2.1. General Liability Insurance.

General liability insurance covering Leased Premises and operations liability, garagekeeper's liability, personal injury liability, contractual liability, products and completed operations liability and independent contractors liability, all written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage each occurrence, and, with respect to products and completed operations liability, in the annual aggregate, and, with respect to personal injury, not less than One Million Dollars (\$1,000,000.00) each occurrence and in the annual aggregate.

7.2.2. Automobile Liability Insurance.

Automobile liability insurance covering all owned, non-owned and hired vehicles written on an occurrence basis in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence for bodily injury, death and property damage.

7.2.3. Workers' Compensation and Employer's Liability Insurance.

Workers' compensation insurance written in accordance with California statutory limits and employer's liability insurance in amounts not less than the following:

Bodily injury by accident – \$1,000,000 - each accident  
Bodily injury by disease – \$1,000,000 - policy limit  
Bodily injury by disease – \$1,000,000 - each employee

7.3. Property Insurance.

Tenant shall maintain in effect property insurance written on an all risk of direct physical loss basis covering Tenant's New Improvements, fixtures, personal property, equipment and vehicles located on the Leased Premises, in an amount not less than one hundred percent (100%) of their replacement value. Except as otherwise provided in Section 8, the proceeds of such insurance shall be used to repair or replace the insured property.

7.4. Adjustment of Required Insurance.

Tenant understands and agrees that the types and amounts of Required Insurance may become inadequate during the term of this Lease, and Tenant agrees that it shall add such insurance or coverage and increase such minimum limits of liability by such amounts as may be required at any time and from time to time by Landlord, if Landlord shall adopt a resolution or other written policy requiring such additional insurance coverage or limits of liability from all comparable tenants at the Airport.

7.5. Policy Requirements.

Each policy of Required Insurance shall be obtained from an insurance company, or pool of multiple insurance companies, each authorized to conduct business in California and having a rating of not less than A-X in A.M. Best's Insurance Guide and/or otherwise acceptable to Landlord. Within ten (10) days after the acceptance of this Lease by Landlord, Tenant shall deliver to Landlord certificates of insurance issued by the insurance companies and evidencing that all Required Insurance has been obtained and is being maintained by Tenant, together with copies of endorsements (i) requiring the insurers to give to Landlord at least thirty (30) days' prior written notice of the cancellation or non-renewal of some or all of the Required Insurance, (ii) with respect to the general liability, automobile liability and employer's liability insurance, naming (a) Tenant and its owners, shareholders, partners, directors and employees as a named insured and (b) except for employer's liability insurance, Landlord, the Airport Manager, the Cities of Burbank, Glendale and Pasadena and the Commissioners of

Landlord (“Landlord Insured Parties”) as additional insureds, and (iii) with respect to the “all risk” property insurance naming Landlord as a loss payee, as its interest may appear. The failure of Tenant to provide said certificates of insurance, together with said endorsements, within fifteen (15) business days after the delivery to Tenant of a written request therefor, or, if a notice of cancellation or non-renewal of any Required Insurance has been delivered to Tenant, the failure of Tenant to replace the Required Insurance which is the subject matter of such notice of cancellation or non-renewal prior to the effectiveness of such cancellation or non-renewal, shall in either case constitute an Event of Default under Section 12.1.8. All Required Insurance shall be primary insurance without right of contribution of any other insurance carried by or on behalf of any Landlord Insured Party and all policies shall be endorsed to this effect. In no event shall any Landlord Insured Party be responsible or liable for the payment of any premiums for the insurance required to be obtained and maintained by Tenant pursuant to this Section 7.

7.6. No Limitation of Liability.

Tenant acknowledges and agrees that the limits of liability provided in the Required Insurance shall in no event be considered as limiting the liability of Tenant under this Lease.

7.7. Waivers of Subrogation Rights.

All policies of Required Insurance, except workers’ compensation insurance, shall include, or be endorsed to provide, a waiver by the insurers of any rights of subrogation that the insurers may have at any time against any Landlord Insured Party.

7.8. Indemnification; Acknowledgment of Claim.

In addition to any other express indemnity hereunder, Tenant shall defend, indemnify and hold harmless all Landlord Parties from and against any and all Claims arising out of, resulting from or relating to (i) the breach of this Lease by, or any negligent act or omission or willful misconduct of, any Tenant Party or any person storing equipment or parking vehicles upon the Leased Premises with respect to (a) the use or occupancy of the Leased Premises, (b) the conduct of Tenant’s or such persons’ business, or (c) any other matter relating to this Lease or the subject matter of this Lease. Notwithstanding the foregoing, the provisions of this Section 7.8 shall not apply to any Claim which arises out of, results from or relates to the gross negligence, willful misconduct or material breach of this Lease by Landlord.

If Landlord delivers to Tenant a notice of a claim filed with Landlord involving Tenant with a request that Tenant acknowledge receipt of the notice, then Tenant shall acknowledge receipt of such notice in writing within thirty (30) days, and failure to timely acknowledge receipt shall constitute an Event of Default.

7.9. Exculpation of Landlord from Liability.

Tenant, on behalf of itself and the Tenant Parties, hereby waives any and all Claims against the Landlord Parties, and the Landlord Parties shall not be liable, for any injury or death to persons or any damage or loss to any property in, on or about the Leased



Premises, arising out of, resulting from or relating to any cause whatsoever, including, without limitation, the following: (i) latent or patent defects in the construction or condition of the Leased Premises, including, without limitation, any use or release of "Toxic Materials" (as defined in Section 20), on, under or into the Leased Premises; (ii) Acts of God; (iii) fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Leased Premises, New Improvements or any other areas of the Airport; (iv) riot, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief; (v) breakage, leakage, obstruction or other defects of the pipes, wires, appliances, plumbing, heating, ventilation and air conditioning systems, or lighting fixtures of or serving the Leased Premises, New Improvements or other areas of the Airport; (vi) the use or occupancy of the Leased Premises or New Improvements by any Tenant Party, whether said damage or injury results from conditions arising upon the Leased Premises, New Improvements or upon other areas of the Airport, or from other sources; or (vii) any damage or loss arising from any negligent acts or omissions or willful misconduct of any other tenant, licensee, concessionaire or customer of the Airport or any other person or entity; except to the extent any of the foregoing arises from the gross negligence, willful misconduct or material breach of this Lease by Landlord.

## 8. DAMAGE AND DESTRUCTION.

### 8.1. Repair of Damage.

In the event all or any part of the Leased Premises or any New Improvements are destroyed or damaged, Tenant shall promptly repair such damage, and this Lease shall continue in full force and effect, unless Tenant shall elect to terminate this Lease as provided in Section 2.1. In the event Tenant terminates this Lease, Tenant shall clear the Leased Premises of debris and all insurance proceeds payable with respect to the Leased Premises shall be paid to Landlord.

### 8.2. No Abatement.

Any sums payable by Tenant under this Lease shall not be abated following any damage or destruction and Tenant shall receive, hold in trust for the benefit of Landlord and use all proceeds received from business interruption insurance to pay amounts payable by Tenant under this Lease to and including the date of termination of this Lease.

### 8.3. Waiver by Tenant.

Tenant hereby waives the provisions of Sections 1932, 1933, and 1941 through 1942, inclusive, of the California Civil Code and of any other statute or law now or hereafter in effect which is contrary to the obligations of Tenant under this Section 8 or which relieves Tenant therefrom, or which places upon Landlord obligations to repair or restore the Leased Premises. Under no circumstances shall Landlord have any obligation to repair or replace any damaged or destroyed portion of the Leased Premises.

9. ASSIGNMENT, SUBLETTING OR ENCUMBRANCE PROHIBITED.

Tenant shall not voluntarily or by operation of law assign, sublet, transfer, license others to use, mortgage, hypothecate, grant a security interest in or otherwise encumber all or any part of Tenant's rights or interest in or to this Lease or the Leased Premises or any portion thereof. Any attempted assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest in or other encumbrance in violation of this Section shall be wholly void and shall be an Event of Default under Section 12.1.3. For the purposes of this Section, any of the following shall be deemed to be a prohibited assignment, subletting, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance under this Section: (i) if Tenant is a corporation, any single transaction constituting an assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance or other event which results, or upon foreclosure would result, in the reduction of the interest of the shareholders of record at the time of the transaction to less than a majority of any class of voting stock of Tenant, or (ii) if Tenant is a partnership or limited liability company, any assignment, transfer, mortgage, hypothecation, grant of a security interest or other encumbrance of a partnership or membership interest or interests or other event which results, or upon foreclosure would result, in the present general partner(s) or members being removed or replaced or, if the general partner(s) of the partnership or member(s) of the limited liability company is or are a corporation or other entity, or which results, or upon foreclosure would result, in the reduction of the interest of the present shareholders or other owners of record of the corporate or other entity general partner to less than a majority of any class of voting stock or member rights of such corporation or other entity, or (iii) if Tenant is a corporation, partnership, limited liability company, trust or other entity, any single transaction or event causing a change in the direct or indirect power to direct or cause the direction of the management and policies of such business or entity.

10. EMINENT DOMAIN.

10.1. Entire or Substantial Taking.

In the event the entire Leased Premises, or such portion thereof as to make the balance not reasonably adequate for the conduct of Tenant's business, as determined by Tenant in the exercise of its reasonable judgment, shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date of the vesting of title to all or such portion of the Leased Premises in such condemning entity and Monthly Rent shall terminate effective as of the date on which the condemnor obtains a right of possession of the Leased Premises. The termination of this Lease as to all or a portion of the Leased Premises by Landlord pursuant to any right of Landlord to do so set forth in this Lease, or after an uncured Event of Default under Section 12, shall not be a taking under this Section 10.

10.2. Partial Taking.

Upon a partial taking, Tenant, at its expense with respect to New Improvements and at Landlord's expense with respect to the Leased Premises, shall promptly restore the remaining portion of the Leased Premises to the condition existing immediately prior to such condemnation to the extent reasonably possible, and this Lease shall continue in full force and effect as to such remaining portion; provided, however, if the taking occurs during the

last year of the term of this Lease, at Tenant's option, exercised by written notice to Landlord, Tenant shall have the right to terminate this Lease.

10.3. Awards.

Except as provided below, any award or settlement proceeds for any taking under the power of eminent domain of all or any part of the Leased Premises shall be the property of Landlord, whether such award or payment shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, and any award or settlement proceeds for any taking of all or any part of the New Improvements shall be the property of Tenant. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss of or damage to Tenant's possessory interest in the Leased Premises, the New Improvements, trade fixtures and removable personal property or damages for cessation or interruption of Tenant's business; provided, however, that in determining the value of Tenant's business, all goodwill attributable to the location of Tenant's business shall belong to Landlord and any allocation of an award to Tenant representing compensation for diminution in the value of Tenant's business shall be based solely upon its historical operating results upon the Leased Premises.

10.4. Sale Under Threat of Condemnation.

A sale by Landlord to any entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes of this Section.

10.5. Condemnation by Landlord.

Nothing in this Lease shall impair, limit or otherwise affect the power of eminent domain of Landlord or the exercise of such power by Landlord or the obligation of Landlord to pay just compensation, should Landlord exercise its power of eminent domain with respect to the Leased Premises or the New Improvements.

11. SUBORDINATION.

11.1. Subordination.

Subject to the provisions of the immediately following sentence, this Lease is subject and subordinate to all mortgages, deeds of trust, bond indentures, liens, encumbrances and other security interests now or hereafter affecting Landlord's interest in the Leased Premises or the Airport, and to all renewals, modifications, replacements, consolidations and extensions thereof ("Senior Lien" and the holder thereof being a "Senior Lienholder"). Tenant shall execute and deliver to Landlord or any other party requiring confirmation of such subordination, within ten (10) calendar days following receipt of a request for such confirmation, any and all documents which may be required to effectuate such subordination. Tenant agrees that this Lease shall be amended, altered or modified in accordance with the reasonable requirements of a Senior Lienholder, so long as such amendment, alteration or modification does

not alter the rights or duties of Tenant under this Lease and that Tenant's written consent to any such amendment, alteration or modification shall not be unreasonably withheld or delayed. Tenant shall give prompt written notice to each Senior Lienholder, of which Tenant has written notice, of any default of Landlord, and Tenant shall allow such Senior Lienholder a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure such default.

11.2. Attornment.

In the event that any Senior Lien is foreclosed, Tenant, with and at the election of the purchaser or, if there is no purchaser, with and at the election of the holder of the fee title to the Leased Premises, agrees to (i) enter into a new Lease covering the Leased Premises and the New Improvements for the remainder of the term of this Lease, on the same provisions herein provided or (ii) attorn to the purchaser and recognize the purchaser as the Landlord under this Lease, provided such purchaser agrees to assume in writing all obligations of Landlord under this Lease.

12. DEFAULTS AND REMEDIES.

12.1. Events of Default.

After the expiration of any applicable cure period, each of the following shall constitute an "Event of Default" under this Lease:

12.1.1. Insolvency and Creditor Protection.

(i) The voluntary or involuntary appointment of a receiver, trustee or liquidator to take possession of the Leased Premises, New Improvements or all or substantially all of the assets of Tenant; or (ii) a general assignment by Tenant for the benefit or protection of creditors; or (iii) Tenant's written admission of its inability to pay its debts as they become due; or (iv) any action taken against or suffered by Tenant under any federal, state or other statute relating to insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or other relief for debtors. The appointment of a trustee or conservator of the person or estate of an individual Tenant, or in aid of the voluntary winding up, dissolution and liquidation of a partnership or corporate Tenant, shall not constitute an Event of Default hereunder.

12.1.2. Attachment, Execution or Other Levy.

Any attachment, execution, distraint, judicial seizure, or other process of law pursuant to which Tenant's interest or estate in the Leased Premises, the New Improvements or this Lease may be taken, occupied or used by anyone other than Tenant.

12.1.3. Assignment, Transfer, Subletting or Encumbrance.

A purported assignment, sublease, transfer, license, mortgage, grant of security interest, hypothecation or other encumbrance of Tenant's interest or estate in the Leased Premises, the New Improvements or this Lease in violation of Section 9.

12.1.4. Vacation or Abandonment.

The vacation or abandonment of the Leased Premises by Tenant.

12.1.5. Violation of Security Requirements.

The failure by Tenant to cure a violation of the Security Requirements, as provided in Sections 4.5.1 or 4.5.3.

12.1.6. Failure to Pay.

The failure by Tenant to pay any amount when due and payable hereunder, where such failure to pay continues for ten (10) days following written notice from Landlord that such amount is past due.

12.1.7. Failure to Maintain Insurance.

Any cancellation or lapse of insurance policies providing coverage required to be provided by Tenant pursuant to Section 7, unless Landlord has elected to obtain such insurance pursuant to Section 7.1, or any other failure by Tenant to comply with the provisions of Section 7, where such other failure to comply continues for ten (10) days following written notice from Landlord that Tenant has not complied with the provisions of Section 7.

12.1.8. Failure to Maintain Letter of Credit.

The failure by Tenant to obtain, renew or replace the letter of credit required under Section 18, or restore any cash security deposit, where such failure continues for thirty (30) days following Tenant's receipt of a written demand from Landlord to obtain, renew or replace the letter of credit or restore the cash deposit, or the failure by Tenant to restore the letter of credit capacity to its initial amount following a partial drawing under the letter of credit, where such failure continues for thirty (30) days following written demand from Landlord to restore the letter of credit.

12.1.9. Other Defaults; Failure to Cure.

The default, breach or non-performance of any covenant or provision of this Lease not otherwise described in Sections 12.1.1 through 12.1.8, where Tenant fails to cure such default, breach or non-performance within thirty (30) days after the delivery to Tenant of written notice of such default, breach or non-performance (or, in the case of a default, breach or non-performance which reasonably requires more than thirty (30) days to cure, where

Tenant fails to commence such cure within said thirty (30) days or thereafter fails diligently to prosecute the same to completion).

## 12.2. Remedies.

Upon the occurrence of any Event of Default, Landlord, at its option and election, and without further demand or notice, shall have all of the following rights and remedies:

### 12.2.1. Termination of Lease.

Landlord shall have the right to declare this Lease, including Tenant's leasehold estate, terminated, effective immediately upon written notice to Tenant. Upon termination of this Lease, Tenant's ownership of the New Improvements shall end automatically and Landlord shall succeed to ownership of the New Improvements free and clear of all liens or encumbrances upon Tenant's leasehold estate, the Leased Premises or upon the New Improvements. Landlord shall have the right to re-enter the Leased Premises and the New Improvements to remove and eject all persons therefrom, to take possession thereof, and to use and enjoy the Leased Premises and the New Improvements and Landlord shall have all of the rights and remedies of a landlord provided in Section 1951.2 of the California Civil Code, which Section is incorporated herein by this reference as though set forth in full. In computing Landlord's damages pursuant to Sections 1951.2(1) and (2) of the Civil Code, the "worth at the time of award" shall be computed by allowing interest at a rate of ten percent (10%) per annum. The amount of damages which Landlord may recover in the event of such termination shall include the worth at the time of the award of the amount by which the unpaid amounts required to be paid by Tenant for the balance of the term after the time of award exceeds the amount of such losses that Tenant proves could be reasonably avoided, computed in accordance with Civil Code Section 1951.2(4)(b), plus reasonable attorneys' fees and leasing commissions. In the event that Landlord may have lawfully reentered the Leased Premises and the New Improvements after an Event of Default hereunder without having declared this Lease terminated, Landlord shall have the right at any time thereafter to elect to terminate this Lease and all of the rights and remedies of Tenant in and to the Leased Premises and the New Improvements as provided in this Section 12.2.

### 12.3. Waiver of Claims.

Tenant hereby waives all claims and demands against Landlord for damages or loss arising out of or in connection with any lawful exercise by Landlord of any one or more of its rights and remedies under this Section 12.

### 12.4. Waiver of Rights of Redemption.

In the event of the lawful exercise by Landlord of any one or more of its rights and remedies under Section 12.2, Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture under California Code of Civil Procedure Section 1174 or 1179, or granted by or under any present or future laws, and further releases Landlord, from any and all claims, demands and liabilities by reason of such lawful exercise by Landlord.

12.5. Limitation Landlord's Liens.

Landlord will not claim or have a lien on or against Tenant's motor vehicles for non-payment of rent, default by Tenant or any other reason. Landlord hereby waives any available right to have a lien on or against Tenant's motor vehicles. This provision applies to liens of any kind, be it contractual or statutory.

12.6. Cumulative Remedies.

The various rights, options, elections, powers and remedies reserved to Landlord herein shall be cumulative, and, except as otherwise provided by law, Landlord may pursue any or all such rights and remedies, whether at the same time or otherwise, and no single right shall be deemed to be exclusive of any of the other or of any right or priority allowed by law or in equity. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or waiver of any Event of Default. In addition to the foregoing, Landlord may exercise any other remedy now or hereafter available to a landlord against a defaulting tenant under the laws of the State of California.

12.7. Performance of Tenant's Covenants by Landlord.

In the event that Tenant at any time fails to make any payment or perform any other act under this Lease, and such failure continues for the applicable cure period specified herein, or if no cure period is specified herein, for at least five (5) business days after written notice thereof is delivered to Tenant (but only prior oral notice shall be required in an emergency), Landlord shall have the right, but not the obligation, immediately or at any time thereafter, without further notice or demand and without waiving any right or releasing Tenant from any obligation to Landlord, to make such payment or perform such other act for the account of Tenant, to the extent Landlord may deem desirable. In connection therewith, Landlord may pay reasonable expenses and employ counsel in instituting, prosecuting or defending any action or proceeding under this Lease. All sums so paid by Landlord and all expenses incurred in connection therewith, together with interest thereon at the annual rate specified in Section 3.5 shall be deemed additional rent hereunder and shall be payable to Landlord on demand. In the event such additional amounts remain unpaid within ten (10) days following the delivery to Tenant of a written demand therefor, Landlord shall have the same rights and remedies as for the nonpayment of rent.

12.8. Excuse of Performance by Landlord.

Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed for the benefit of Tenant, which accrues after the date of any Event of Default by Tenant, unless and until such Event of Default is cured by Tenant or waived by Landlord.

12.9. Determination of Rental Amount.

For purposes of this Section 12, the amounts due for each calendar month after termination of this Lease by Landlord pursuant to Section 12.2, shall be deemed to be the Monthly Rent, any and all other amounts due under Section 3, and any and all other amounts due to Landlord under any other provision of this Lease.

12.10. Default by Landlord.

Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation for thirty (30) days following the delivery by Tenant to Landlord of written notice specifying the obligation Landlord has failed to perform; provided, however, in the event that the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

13. SURRENDER AT END OF TERM.

Upon the expiration or other termination of this Lease, ownership of the New Improvements shall pass automatically to Landlord, unless Landlord elects to have New Improvements removed by Tenant pursuant to Section 6.3, and Tenant shall quit and surrender the Leased Premises and the New Improvements to Landlord, broom clean and in good order and condition, ordinary wear and tear, casualty and damage by the elements excepted, and, except as otherwise provided in this Lease, Tenant shall remove all of its personal property and shall promptly repair any damages to the Leased Premises caused by such removal. Tenant's obligation to perform this covenant shall survive the expiration or other termination of this Lease.

14. HOLDOVER BY TENANT.

In the event that Tenant shall holdover in the Leased Premises after the expiration or termination of the term hereof, with the written consent of Landlord, such holdover shall be a month-to-month tenancy with respect to the Leased Premises, terminable on thirty (30) days' written notice by either party to the other party. Such holdover tenancy otherwise shall be subject to the same provisions as contained in this Lease, unless the parties execute a written agreement modifying any of the terms hereof applicable to such holdover tenancy; provided, however, that the Monthly Rent during such holdover tenancy shall be equal to One Hundred and Fifty Percent (150%) of the fair market rental value of the Leased Premises, as determined in good faith by Landlord, and described in a written notice to Tenant.

15. NO OBLIGATION TO PROVIDE UTILITIES OR SERVICES.

15.1. Landlord Not Responsible.

Tenant acknowledges, for itself and its permitted subtenants, successors and assigns, that Landlord has no obligation to provide utilities or services to the Leased



Premises; however, to the extent that utility services can only be provided from or through the Airport, Landlord shall not unreasonably withhold its consent to permitting utility connections or granting necessary easements to allow such utility services to be furnished to the Leased Premises, provided the cost of installation shall be borne by Tenant and Landlord shall not be required to consent to any connection or easement that interferes with the use and operation of the Airport. Landlord shall not be liable to Tenant under any circumstances for destruction, damage or loss to property, injury or death of any person, or any consequential damages, arising out of, resulting from or relating to, whether directly or indirectly, the furnishing, failure to furnish, interruption, cancellation or termination of any of said utilities or services by the providers or suppliers of any said utilities or services. Tenant shall comply with all rules, regulations and other requirements which any provider or supplier of utilities or services may establish for the use, proper functioning and protection of any said utility or service.

#### 15.2. Fire and Security.

Landlord is not obligated to Tenant to furnish any fire-fighting services or security services to the Leased Premises. Tenant acknowledges that the Leased Premises and New Improvements are within the municipal service areas of the City of Burbank and/or the City of Los Angeles.

#### 15.3. Payment for Requested Services.

In the event that, at the written request of Tenant, Landlord provides any services with respect to the Leased Premises or New Improvements, including, but not limited to, security, janitorial, maintenance or repair service, which Landlord is not obligated to do, Tenant shall pay its proportionate share, determined by Landlord, in its sole and absolute discretion, of all charges therefor within ten (10) days following receipt of a statement for said requested services.

#### 16. QUIET ENJOYMENT.

Upon paying the amounts payable by Tenant and observing and performing all the provisions on Tenant's part to be observed and performed pursuant to this Lease, Tenant may peaceably and quietly enjoy the Leased Premises, subject, nevertheless, to the provisions of this Lease and to any Senior Liens, to which this Lease and the rights of Tenant are subordinate.

#### 17. TRANSFER OF LANDLORD'S INTEREST.

In the event of any transfer of Landlord's interest in the Leased Premises, the transferor automatically shall be relieved of any and all obligations and liabilities accruing from and after the date of such transfer, but shall not be released from any obligations or liabilities accruing prior to the date of such transfer.

#### 18. SECURITY FOR PERFORMANCE.

As security for the full and faithful performance of each and every provision of this Lease to be performed by Tenant, concurrently with the execution of this Lease, Tenant shall obtain and deposit with Landlord cash, or an irrevocable and unconditional letter of credit, in the

amount of One Thousand Three Hundred Twenty-Four Dollars (\$1,324.80). The letter of credit shall be in a form acceptable to Landlord and shall be issued or accepted by a California commercial bank, in the Greater Los Angeles area, acceptable to Landlord with assets of at least five (5) billion dollars. Said letter of credit shall be effective for twelve (12) months and shall be renewed or replaced by Tenant annually on or before the thirtieth (30th) day prior to the expiration of the existing letter of credit. If Tenant fails to deliver to Landlord a renewed or replacement letter of credit in the requisite amount on or before the thirtieth (30th) day prior to the expiration of the existing letter of credit, Landlord shall be entitled to present the existing letter of credit for payment and to hold the proceeds paid under the letter of credit as security for performance of Tenant's obligations hereunder until Tenant provides the renewed or replacement letter of credit. Thereafter, if Tenant fails to deliver to Landlord a renewed or replacement letter of credit in the requisite amount, and such failure continues for thirty (30) days following Tenant's receipt of a written demand from Landlord to renew or replace the letter of credit, such failure shall constitute an Event of Default under Section 12.1.8. In the event of an Event of Default on the part of Tenant with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of any amount due hereunder, Landlord may draw against all or any part of said cash deposit or letter of credit or utilize any proceeds paid thereunder for the payment of any amount due Landlord (but such application shall not cure the Event of Default unless expressly agreed in writing by Landlord), including costs incurred by Landlord to repair any damage to the Leased Premises caused by Tenant. In the event that Landlord draws against any portion of said cash or letter of credit pursuant to this Section, Tenant shall, within thirty (30) days after written demand therefor, obtain and deliver to Landlord cash to restore the cash deposit to the required amount, or a replacement letter of credit to restore said letter of credit to its initial amount, and Tenant's failure to do so shall be an Event of Default. In the event Landlord draws against the letter of credit or applies the cash deposit as provided in this Section, such action shall not constitute an election or waiver of any other rights or remedies which Landlord may have by virtue of Tenant's default.

TENANT HEREBY WAIVES ALL STATUTES AND LAWS REGARDING SECURITY DEPOSITS, AND AGREES THAT THE SECURITY DEPOSIT SHALL BE GOVERNED BY THIS SECTION.

19. RULES AND REGULATIONS OF LANDLORD.

19.1. Air Quality Improvement Plan. Tenant shall comply with the certain provisions of the Burbank Airport's Air Quality Improvement Plan:

19.1.1. Ground Support Equipment Emissions Policy. Airlines and other entities own and operate ground support equipment ("GSE") to support arriving, departing, and parked aircraft at the Airport. The Airport's GSE policy will ensure that the Airport achieves Airport-wide GSE emissions targets. The Airport will achieve an airport average composite emissions factor for its GSE fleet which is equal to or less than 1.66 horsepower-hour of nitrogen oxides (g/hp-h of NOx) by January 1, 2023, and 0.74 g/hp-h of NOx by January 1, 2031. Upon achieving the 2023 and 2031 emissions targets, Tenant shall be required to ensure its fleet average continues to meet the Airport emissions targets. Tenant's obligation to meet the 2031 target shall be contingent on the installation of adequate infrastructure to support zero-emission

GSE, which is operationally feasible and commercially available. Tenant's "Burbank Airport GSE fleet" shall be comprised solely of GSE operated at the Airport. Emissions performance of GSE operating at the Airport cannot be averaged with emissions performance of GSE operating at other airports to demonstrate compliance with the Airport GSE emissions targets.

19.1.2. Clean Construction Policy. Landlord has adopted a Clean Construction Policy, which may be accessed/found at <http://hollywoodburbankairport.com/green-initiatives/>. For all capital improvement projects ("CIPs") undertaken by Tenant, Tenant shall comply, and shall cause its CIP contractors to comply, with such Clean Construction Policy, and shall otherwise ensure its contractors follow clean construction policies to reduce emissions of NOx such as using low-emission vehicles and equipment, recycling construction and demolition debris, and minimizing non-essential trips through better schedule coordination.

19.1.3. Burbank Airport Employee Ride Share Policy. Landlord intends to join the Burbank Transportation Management Organization (BTMO), which will serve all Airport employees and all Airport tenant employers, including employers with less than 250 employees. Tenant is encouraged to also join and to actively participate in the BTMO as an individual member.

19.2 Other Rules and Regulations. Tenant shall and shall cause its licensees and users to comply with all other rules and regulations adopted by Landlord for use of the Leased Premises and the Airport, as the same may be amended from time to time by Landlord. Landlord shall provide Tenant with a copy of all such rules and regulations and any and all amendments thereto. Landlord shall not be responsible to Tenant for the nonperformance of any other Tenant or occupant of the Airport of any of said rules and regulations.

## 20. TOXIC MATERIALS AND REMEDIATION OF CONTAMINATION.

Tenant shall perform or shall cause each Tenant Party to perform the obligations, duties and covenants set forth in this Section 20. Performance by a Tenant Party shall be accepted by Landlord as performance by Tenant; provided, however, that Tenant, at all times, shall be fully obligated and liable to Landlord for the complete and timely performance of the obligations, duties and covenants set forth in this Section 20 and Landlord shall not be required to look to any Tenant Party for any such performance or to enforce any remedy hereunder.

### 20.1. Use Prohibited Without Consent.

Tenant shall not cause or permit any Toxic Materials (as defined in Section 20.16.4) to be brought onto, stored, used, generated, recycled, or disposed of (collectively "Use of Toxic Materials") in, on, under or about the Leased Premises or the New Improvements by any Tenant Party, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay so long as Tenant demonstrates to Landlord's reasonable satisfaction that such Toxic Materials, and the quantities thereof, are necessary or useful to the Tenant Party's business and that the Tenant Party's use of such Toxic Materials shall be in compliance with all Environmental Laws (as defined in Section 20.16.2).

Tenant shall demonstrate that such Toxic Materials are necessary or useful by submitting information to Landlord in accordance with Section 20.3.

20.2. Compliance with Environmental Laws.

Tenant shall cause each Tenant Party to comply, at Tenant's or such Tenant Party's sole cost, with all Environmental Laws applicable to all Toxic Materials and to the lawful conduct of the Tenant Party's business to the extent performed on or about the Leased Premises. It shall be the sole obligation of each Tenant Party to obtain any permits and approvals required for the operation of the Tenant Party's business pursuant to the Environmental Laws. To the extent such action is necessary because of any "Tenant's Contamination" (as defined in Section 20.16.3), Tenant shall or shall cause any responsible Tenant Party to investigate the site conditions and perform to completion, in the manner provided in Section 20.6, any and all investigation, clean-up, remediation, removal or restoration work: (i) necessary to bring the Leased Premises into compliance with the Environmental Laws; (ii) necessary to bring any other real property into compliance with the Environmental Laws in the event of any migration of Toxic Materials from the Leased Premises to such other real property; (iii) necessary to maintain the Leased Premises in compliance with the Environmental Laws; or (iv) required by any federal, state, regional, municipal or local governmental agency or political subdivision ("Agency") at any time during or after the term of this Lease; or (v) necessary to restore the condition of the Leased Premises to a level below regulatory action levels. The obligations of Tenant under this Section shall survive the termination of this Lease.

20.3. Disclosure.

Prior to or upon the last day of each six (6) month period during the term of this Lease, Tenant shall submit to Landlord the following documents: (i) an inventory or list of all compounds or products that contain Toxic Materials which were used, stored or disposed of by each Tenant Party on or about the Leased Premises or the New Improvements during the prior year, (ii) all Material Safety Data Sheets for said compounds or products containing Toxic Materials, (iii) an estimate of the quantity or volume of such products or compounds used, stored or disposed of on or about the Leased Premises during the prior year, and (iv) copies of all hazardous waste manifests for wastes generated on the Leased Premises and sent offsite for treatment, storage, disposal or recycling.

20.4. Business Plan.

If Tenant or any Tenant Party's business conducted or to be conducted in, on, under or about the Leased Premises requires the establishment and implementation of a business plan pursuant to California Health and Safety Code Sections 25500 et seq., concerning the handling of hazardous materials, Tenant shall immediately give written notification to Landlord that the Tenant Party's business is subject to the business plan requirement of such Code and that the business is in compliance with such Code. A copy of the plan shall be delivered to Landlord with such notification.

#### 20.5. Tenant's Indemnity.

Tenant shall be solely responsible for and shall defend, indemnify and hold harmless the Landlord Parties, from and against any and all Liabilities (as defined in Section 20.16.5) arising out of, resulting from or caused by the Use of Toxic Materials on the Leased Premises, or the presence of Toxic Materials in the soil, subsoil, or groundwater located in, on or under the Leased Premises, or the effect of Toxic Materials migrating to other real property or groundwater from the Leased Premises, but only to the extent that the Liabilities are the result of or caused by Tenant's Contamination. The indemnification by Tenant under this Section 20.5 shall survive the termination of this Lease.

#### 20.6. Cleanup.

##### 20.6.1. Tenant's Contamination.

Tenant shall take any and all action that any Agency lawfully requires to be taken to investigate, clean-up, remediate or remove Tenant's Contamination (the "Necessary Action"). In addition to any notification to Landlord required by Section 20.7, Tenant shall promptly furnish Landlord with a copy of all correspondence between any Tenant Party or its environmental consultants and each involved Agency concerning the Necessary Action. On or before ten (10) business days prior to Tenant or any Tenant Party's submittal of any work plans or descriptions of the Necessary Action to each involved Agency, Tenant shall furnish Landlord with a draft copy of said document for Landlord's review and comment. Landlord shall have the right to submit written comments on all aspects of the work plan to any Tenant Party and to each involved Agency, including without limitation, comments on the remediation methodology and appropriateness of clean-up levels. Tenant shall provide Landlord with written notice of all meetings with Agencies concerning the Necessary Action, which notices shall be provided where possible ten (10) business days in advance of the meeting. Landlord and its consultants shall have the right to attend and participate actively in all meetings with Agencies concerning the Necessary Action. Except in the case of an emergency, no Necessary Action shall be commenced without (i) written approval by the lead Agency, if one exists, or by all Agencies having and asserting jurisdiction over the Necessary Action and (ii) where practical, ten (10) business days written notice to Landlord. Landlord shall have the right to have a representative present on the Leased Premises at all times during the implementation of the Necessary Action by any Tenant Party. Tenant agrees that the Necessary Action will be supervised by and certified by a registered professional engineer. Tenant hereby releases the Landlord Parties from responsibility for, and indemnifies the Landlord Parties (with counsel approved by the Landlord Parties) against any Liability in connection with the Necessary Action. If any Tenant Party fails to take the Necessary Action on a timely basis, Landlord may, but shall not be obligated to, take the Necessary Action and in such event, all costs incurred by Landlord with respect thereto shall be for the account of Tenant and recoverable as additional rent hereunder.

##### 20.6.2. Existing Contamination.

Landlord shall take, or shall cause any person legally obligated to take, any and all action which any Agency lawfully requires to be taken to investigate, clean-

up, remediate or remove Existing Contamination. All provisions of Section 20.6.1 which apply to a Necessary Action by Tenant shall apply to action required to be taken by Landlord in connection with Existing Contamination. In the event that (i) Existing Contamination is discovered during the construction of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1, and (ii) Tenant delivers written notice of the discovery of Existing Contamination to Landlord within forty-eight (48) hours following the discovery thereof, and (iii) any Necessary Action required by an Agency results in either a "Cessation of Construction Activity" or a "Delay in Construction Completion," Monthly Rent shall be abated (a) ratably in proportion to the percentage of Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 as to which there is either a Cessation of Construction Activity or a Delay in Construction Completion and (b) for the number of normal working days, excluding weekends and holidays, of continuous Cessation of Construction Activity or Delay in Construction Completion. In either case, the abatement of Monthly Rent shall occur during a continuous period specified by Tenant following completion of construction of Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1, and not during the period of Cessation of Construction Activity or Delay in Construction Completion. As used herein, the term "Cessation of Construction Activity" shall mean the complete cessation of construction of all or a material portion of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 caused solely by the Necessary Action required by an Agency, which was not caused by Tenant or by any Tenant Party, and the term "Delay in Construction Completion" shall mean the period of time, measured in normal working days and excluding weekends and holidays, during which completion of construction of the Approved Tenant Improvements required to be constructed and installed by Tenant in the Leased Premises pursuant to Section 6.1 is delayed solely by the Necessary Action required by an Agency, which was not caused by Tenant or by any Tenant Party. Landlord's sole obligation and liability arising out of the discovery or presence of Existing Contamination shall be as set forth in the first three sentences of this Section 20.6.2, irrespective of the theory of liability or the facts supporting any such theory. Tenant hereby assumes the risk of, waives, releases and forever discharges the Landlord Parties from and against, and covenants not to bring any action or proceeding against the Landlord Parties as a result of, any delay in construction, prevention of construction, increase in the cost of New Improvements, loss or adverse effects upon Tenant's financing, loss of rental income or subtenants, diminution in the value of the Leased Premises, or any and all other Claims arising out of or resulting from the discovery or presence of Existing Contamination on, in, under or about the Leased Premises.

#### 20.7. Notice.

If any Tenant Party is required by statute or regulation to give notice to any Agency about any Contamination, Tenant shall immediately give Landlord's Director of Airport Operations the same notice by telephone at (818) 840-8840, which shall be confirmed by written notice not later than the next business day. This obligation to notify Landlord shall also extend to any personal injuries or property damage to third parties resulting directly or indirectly from said Contamination. If Tenant becomes aware of the presence of or use of any Toxic Materials not authorized in accordance with the terms of this Lease, or of any Contamination not subject to the notification provisions of the first sentence of this Section 20.7, Tenant shall

immediately give written notice of such condition to Landlord to the extent required by California Health and Safety Code Section 25359.7.

20.8. Storage and Use of Toxic Materials.

Any and all Toxic Material permitted in, on, under or about the Leased Premises pursuant to this Lease shall be stored and used in strict compliance with all Environmental Laws. No underground storage tanks shall be constructed, installed or used without Landlord's prior written consent, which consent may be withheld by Landlord in its absolute discretion.

20.9. Disposal of Toxic Materials.

Notwithstanding anything to the contrary contained in this Section 20, Tenant shall not release or dispose of any Toxic Material, in the drains, storm drains, sewers, plumbing, or any other drainage facility within the Leased Premises, New Improvements, or the Airport that will cause or contribute to a violation of Environmental Laws or Contamination. The offsite disposal of Toxic Materials shall be in strict compliance with all Environmental Laws.

20.10. Safety.

Tenant shall maintain Material Safety and Data Sheets for each and every item or product containing any regulated amount of Toxic Material brought onto the Leased Premises. Such information shall be kept current at all times.

20.11. Fees, Taxes and Fines.

Tenant shall pay, prior to delinquency, any and all fees, taxes (including excise taxes) and fines which are charged upon or incident to Tenant's activities related to Toxic Materials, provided Tenant shall have the right to contest the validity or amount of any such fees, taxes or fines, so long as (i) Tenant establishes a reserve in the amount thereof on its financial statements and (ii) shall not allow such obligations to become a lien or charge against the Leased Premises, New Improvements or the Airport or upon Landlord.

20.12. Delivery of Documentation.

Tenant shall deliver to Landlord true and correct copies of the following documents related to compliance with Environmental Laws concurrently with the receipt from or submission to an Agency: (i) permit applications; (ii) permits and approvals; (iii) notices of violations of Environmental Laws and Tenant's responses thereto; (iv) environmental assessments, and (v) any other documents related to compliance with Environmental Laws that Landlord may reasonably request from time to time.

#### 20.13. Annual Site Investigation.

In addition to Landlord's right of access to the Leased Premises set forth in Section 1.5, Landlord shall have the right, but not the obligation, to conduct annually an environmental inspection and assessment of the Leased Premises during each year of the term of this Lease, either alone or in conjunction with other areas of the Airport, and to utilize the services of an environmental consultant or consulting firm for such inspection and assessment. Tenant shall pay, as additional rent hereunder, fifty percent (50%) of the reasonable cost of each such annual inspection applicable to the Leased Premises. If the environmental inspection and assessment of the Leased Premises discloses the existence of any Tenant's Contamination, Tenant shall take any and all Necessary Action as provided in Section 20.6. In the event that Landlord elects not to conduct an annual environmental inspection and assessment, or if Landlord's environmental inspection and assessment fails to discover or disclose any Tenant's Contamination, Tenant shall not be excused from performing its obligations or relieved from liability to Landlord under this Section 20.

#### 20.14. Environmental Assessment at End of Lease Term.

On or before the expiration or termination of this Lease, Tenant shall take any and all action required to be taken under the Environmental Laws in order to: (i) surrender the Leased Premises to Landlord free of any and all Toxic Materials present in amounts exceeding then applicable Agency action levels as a result of Tenant's Contamination; and (ii) close or remove any storage tanks in, on, under or around the Leased Premises to the extent installed by Tenant, unless otherwise directed in writing by Landlord. Such closure or removal shall be deemed to constitute Necessary Action within the meaning of Section 20.6 hereof, and all the provisions of Section 20.6 relating to Necessary Action shall be applicable to such closure and removal. Unless waived in writing by Landlord, Tenant, within ninety (90) days of commencement of this Lease and within ninety (90) days prior to the expiration or termination of this Lease or prior to any permitted assignment or subletting of all or any portion of the Leased Premises, shall provide to Landlord a written report certifying that each Tenant Party is in compliance with the Environmental Laws, or, if this Lease is expiring or terminating, that each Tenant Party has complied with the provisions of this Section 20. This report shall contain the following information: (i) a list of all permits issued under Environmental Laws regulating each Tenant Party's business on the Leased Premises and a description of all such permits; (ii) for each permit on the list, a description of the particular area or operation that requires compliance with such permit by a Tenant Party; (iii) for each permit on the list, a description of each Tenant Party's compliance program for the Environmental Law or corresponding regulatory program; (iv) for each permit on the list, a list of all alleged violations for the prior calendar year or Annual Period, or an affirmative statement that there were no alleged violations during said period; (v) copies of environmental assessments or compliance audits done during the prior calendar year; and (vi) a certification. The certification shall be signed and notarized by an appropriate corporate manager of Tenant who has direct responsibility for environmental compliance at the Leased Premises. The certification shall state as follows: "I, (name) , am an employee of (Tenant's name) . My title is (Title) . My job responsibilities include direct responsibility for monitoring and assessing environmental compliance at (Leased Premises) . This report has been prepared by me or under my direct supervision during the



course of my employment for (Tenant's name). I hereby certify that I have personal knowledge of the facts in the report and that said facts are true, accurate and complete. I also certify that (the Leased Premises) are in compliance with all applicable federal, state and local environmental laws except to the extent otherwise disclosed in this report. (Signature, notary seal and date.)” Tenant shall bear all costs of such reports and shall reimburse Landlord for any and all reasonable out-of-pocket costs incurred by Landlord in connection with its review of such report. From time to time during the Lease term, but no more often than once per Annual Period, Landlord shall have reasonable access to the Leased Premises to conduct an environmental assessment to audit Tenant's compliance with Environmental Laws.

#### 20.15. Prohibited Substances.

The following substances are strictly prohibited from being brought onto the Leased Premises, New Improvements or the Airport in any quantities whatsoever: (i) arsines; (ii) dioxins, including dioxin precursors and intermediates; (iii) polychlorinated biphenyls; and (iv) any chemical marked with an asterisk (\*) in 22 California Code of Regulations Section 66680(d) as amended, or any waste which meets the definition of extremely hazardous waste in 22 California Code of Regulations Sections 66720 and 66723, as amended.

#### 20.16. Definitions.

##### 20.16.1. Contamination.

The term “Contamination” means any spilling, discharging, releasing or disposing of Toxic Materials on, in, under or about the Leased Premises, or any other contamination or deterioration of groundwater, subsoil or soil in, on, under or originating from the Leased Premises.

##### 20.16.2. Environmental Laws.

The term “Environmental Laws” means any and all laws, rules, regulations, judgments, orders, permits, licenses, agreements, covenants, restrictions, requirements, policies or the like enacted now or hereafter relating to or governing in any way the environmental condition of soil, air, water, groundwater or the presence of Toxic Materials in or affecting all or any portion of the Leased Premises, including, without limitation, the statutes described in the definition of Toxic Materials.

##### 20.16.3. Tenant's Contamination.

The term “Tenant's Contamination” means any spilling, discharging, releasing or disposing of Toxic Materials by any Tenant Party or by any other persons subject to any Tenant Party's control on, in, under or about (i) the leased premises under the Former Lease from and after March 1, 1998, to and including the date Tenant vacates the leased premises under the Former Lease, or (ii) the Leased Premises or the New Improvements from and after the Lease Commencement Date, and until the termination of this Lease and the surrender of possession of the Leased Premises and the New Improvements to Landlord, but shall not include any discharge or release migrating to the Leased Premises from other portions

of the Airport or other adjacent real property. Landlord and Tenant agree that, in any action or proceeding between one or more Tenant Parties and Landlord Parties in which it is necessary for the finder of fact to determine whether Contamination is Tenant's Contamination, for purposes of interpreting or applying the provisions of this Lease relating to Contamination, all Contamination constitutes Tenant's Contamination except to the extent that a Tenant Party can prove, either (i) by a preponderance of admissible direct evidence, without the use of circumstantial evidence, or (ii) by clear and convincing admissible evidence, which may include the use of admissible circumstantial evidence, that some or all of the Contamination is not Tenant's Contamination.

#### 20.16.4. Toxic Materials.

The term "Toxic Materials" means any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammables, explosives, pesticides, chemicals known to cause cancer or reproductive toxicity, emissions, wastes or any other chemicals, materials or substances, whose handling, storage, release, transportation or disposal is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or, even if not so regulated, is or becomes known to pose a hazard or potential threat to the health and safety of any person or to the environment. The term Toxic Materials shall include, without limitation, the following compounds: (i) asbestos, (ii) petroleum, petroleum byproducts, and petroleum degradation products, (iii) polychlorinated biphenyls, (iv) all substances now or hereafter defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, Section 101 (14), 42 U.S.C. Section 9601(14), including petroleum, crude oil, and any fractions thereof, (v) all substances now or hereafter defined as "extremely hazardous substances" pursuant to the Emergency Planning and Community Right to Know Act of 1986, Section 302(a), 42 U.S.C. Section 11002(a), (vi) all substances now or hereafter defined as "hazardous waste" by Section 25117 of the California Health and Safety Code, (vii) all substances now or hereafter designated by the Governor of the State of California as substances known to the state to cause cancer or reproductive toxicity pursuant to California Health and Safety Code Section 25249.8, (viii) all substances now or hereafter defined as an "economic poison" pursuant to California Health and Safety Code Section 12753, and (ix) all substances now or hereafter defined as "extremely hazardous waste" pursuant to California Health and Safety Code Section 25115.

#### 20.16.5. Liabilities.

The term "Liabilities" shall mean any and all claims, liabilities, losses, damages, causes of action, costs and expenses (including attorneys' fees and costs) (collectively "Claims") arising out of, resulting from or caused by the release, discharge, storage, handling, use, accumulation, transportation, generation, migration, disposal, investigation, clean-up, remediation or removal of any Toxic Materials caused by any Tenant Party or any of their respective licensees, permittees or invitees, including, without limitation, the following: (i) diminution in value of the Airport or the Leased Premises, (ii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport or the Leased Premises, (iii) damages arising from any adverse impact on marketing of space at the Airport or the Leased Premises, (iv) sums paid in settlement of Claims (including, without limitation, reasonable attorneys fees, consultant fees and expert fees), (v) damages caused by the breach or

nonperformance by Tenant of any covenant or other provision of this Lease, and (vi) costs incurred in connection with any investigation of site conditions and any cleanup, remediation, removal or restoration work necessary should Tenant fail to comply with Section 20.6.

## 21. ESTOPPEL CERTIFICATE.

### 21.1. Delivery.

Tenant, from time to time upon not less than ten (10) days' prior written notice from Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (ii) setting forth the dates to which the rent, fees and other charges, if any, are paid; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder (or specifying such defaults if any are claimed).

### 21.2. Reliance.

Any such statement may be relied upon by any encumbrancer of the Leased Premises or any Senior Lienholder or underwriter of debt financing for all or any portion of the Airport. Tenant's failure to deliver such statement within such time shall be conclusive evidence upon Tenant that: (i) this Lease is in full force and effect, without modification except as may be represented by Landlord; (ii) there are no uncured defaults in Landlord's performance; and (iii) not more than one month's installment of rent has been paid in advance.

## 22. MISCELLANEOUS.

### 22.1. Lease Interpretation.

#### 22.1.1. Incorporation of Prior Agreements; Amendments.

This Lease contains the entire agreement between the parties hereto, and no prior or contemporaneous agreement or understanding shall be effective for any purpose, all of which, if any, are hereby terminated or rescinded, except as to provisions which are expressly stated to survive termination and any indemnity or insurance obligations in favor of Landlord. Except as otherwise expressly provided herein, no provision of this Lease may be amended or added to, except by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant agrees that it shall not unreasonably refuse to execute any amendment of or supplement to this Lease which Landlord determines is necessary or advisable in order to comply with applicable laws, governmental regulations or Landlord's uniform policies reflected in resolutions in effect from time to time; provided Tenant shall not be required to execute any amendment of or supplement to this Lease which impairs the rights and benefits of Tenant or increases the obligations and liabilities imposed on Tenant under this Lease.

22.1.2. No Representations by Landlord.

Tenant acknowledges that no Landlord Party has made any representations, warranties or promises with respect to the Leased Premises or the Airport, except as herein expressly set forth. Tenant acknowledges that it has not executed this Lease in reliance upon any representations, warranties or promises of any Landlord Party with respect to the Leased Premises or the Airport, except as herein expressly set forth.

22.1.3. Examination of Lease.

Submission of this Lease for examination or signature by Tenant does not constitute a reservation of or option for a lease, and it is not effective as a lease or otherwise until its execution and delivery by both Landlord and Tenant.

22.2. Disclaimer of Partnership or Agency.

Neither Landlord nor Tenant are the legal representatives or agents of the other party for any purpose whatsoever and neither party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other party. This Lease shall not be construed as constituting or creating a partnership between Landlord and Tenant or as creating any other form of legal association between Landlord and Tenant which would impose liability upon one party for the act or the failure to act of the other party.

22.3. Waivers.

The waiver by either party of any provision of this Lease shall not be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's consent to any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's consent to any subsequent act by Tenant, whether or not similar to the act so consented. The subsequent acceptance by Landlord of any amount due from Tenant hereunder shall not be deemed to be a waiver of any preceding breach or Event of Default by Tenant of any provision of this Lease, other than the failure of Tenant to pay the particular amount so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such amount. No waiver on the part of Landlord with respect to any provision of this Lease shall be effective unless such waiver is in writing.

22.4. Successors and Assigns.

The provisions contained in this Lease shall bind and inure to the benefit of Landlord, Tenant and, except as otherwise provided in this Lease, their respective successors and assigns.

22.5. Headings.

The Section headings, paragraph captions and marginal headings contained in this Lease are for convenience only and shall have no effect in the construction or interpretation of any provision hereof.

22.6. Notices.

All notices, requests, demands and other communications given, or required to be given under this Lease, shall be in writing, duly addressed to the parties as follows:

To Landlord:                      Burbank-Glendale-Pasadena  
   Airport Authority,  
   2627 Hollywood Way  
   Burbank, CA 91505  
   Attn: Executive Director

To Tenant:                        Ace Parking III, LLC  
   645 Ash St.  
   San Diego CA 92101  
   Attn: Morgan Leslie

Any notices properly addressed, sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after they are deposited in the United States mail, postage prepaid. Notices shall be deemed delivered and received at the time delivered if properly addressed and delivered to the addresses set forth in this Section during normal business hours or personally delivered to the person to whose attention they are addressed or sent by confirmed telecopy to a party's regular business telecopier during regular business hours. Notice sent by any other manner shall be effective upon actual receipt of the addressee. Any party may change its address for purposes of this Section by giving notice to the other party as provided in this Section.

22.7. Brokers.

Tenant warrants that it has not had any dealings with any real estate broker or agent in connection with this Lease, and Tenant agrees to defend, indemnify and hold harmless the Landlord Parties from and against any and all Claims for any compensation, commission or other charge by any finder or any other real estate broker or agent claiming through Tenant.

22.8. Recording.

Tenant shall not record this Lease; however the parties shall execute, deliver and record a memorandum thereof.

22.9. Governing Law.

This Lease shall be governed by and construed pursuant to the law of the State of California applicable to contracts made and to be performed fully within such state.

22.10. Signs.

Tenant shall not, without the prior written consent of Landlord, install or affix any signs or advertisements on or to the exterior of the Leased Premises, New Improvements or the Airport.

22.11. Attorneys' Fees.

In the event of any action or proceeding (including, without limitation, any bankruptcy proceeding) to enforce or construe any of the provisions of this Lease, the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees and costs.

22.12. Force Majeure.

If either party hereto shall be delayed in or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations, delays arising from environmental remediation, or other causes without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall the rent commencement date or excuse Tenant from the prompt payment of any rent or other charge required of Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

22.13. Time of Essence.

Time is of the essence of every provision of this Lease in which time is a factor.

**[Remainder of this page intentionally left blank]  
[Signatures appear on next page]**

IN WITNESS WHEREOF, this Lease has been executed by the undersigned as of on the date first set forth above.

**BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY, a public entity**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACE PARKING III, LLC**

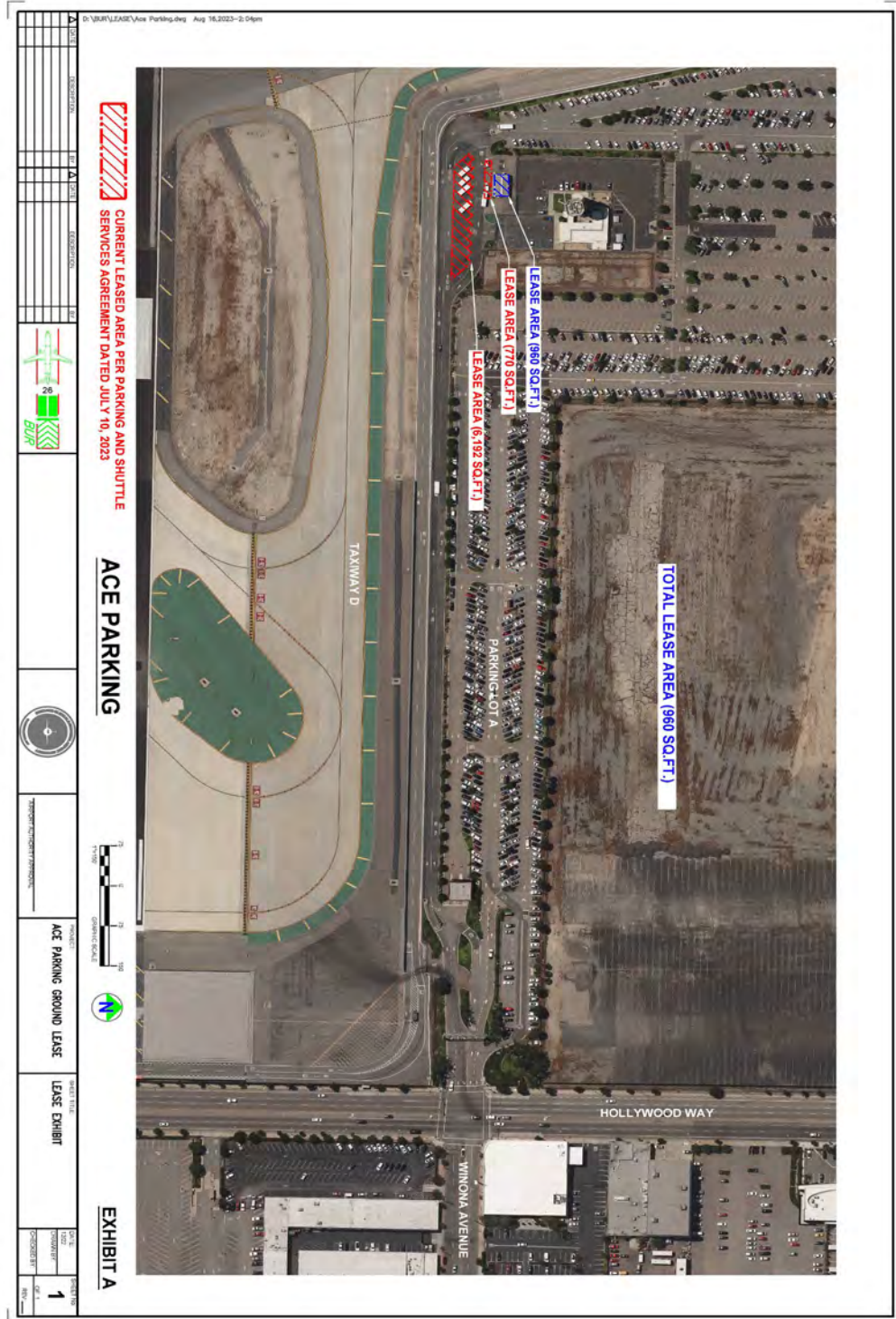
A handwritten signature in cursive script, appearing to read "Keith O. Jones", written over a horizontal line.

By: \_\_\_\_\_

Keith Jones, as sole trustee of the Keith  
Jones Trust dated April 1, 2009, sole  
member and Manager

# Exhibit A

## LEASED PREMISES





## **Exhibit B**

### **FAA GRANT AGREEMENT ASSURANCES**

#### **NONDISCRIMINATION**

A. Tenant, for itself, its representatives, successors in interest, and permitted assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Leased Premises that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

B. Tenants for itself and its representatives, successors in interest and permitted assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Leased Premises that:

1. No person on the ground of race, color, or national origin shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

2. In the construction of any Improvements on, over or under the Leased Premises, if allowed, and the furnishings of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

3. Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. In the event of breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and to repossess the Leased Premises, and hold the Leased Premises as if this Lease had never been made. This provision does not become effective until the procedures of 49 Code of Federal Regulations Part 21 are followed and completed, including expiration of appeal rights.

D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

E. Noncompliance with Provision D, above shall constitute a material breach hereof and in the event of such noncompliance Landlord shall have the right to terminate this Lease and the estate hereby created without liability therefor or, at the election of Landlord or the United States, either or both thereof shall have the right to judicially enforce Provisions A, B, C and D above.

F. Applicant agrees that it shall insert the above five provisions in any Permitted Sublease, license or agreement by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public at the Leased Premises.

**Exhibit C**

**POLICY ON TENANT IMPROVEMENTS**

(Attached)

**REQUEST FOR APPROVAL  
PROPOSED TENANT IMPROVEMENT**



**MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO PROJECT  
START DATE. LARGER PROJECTS REQUIRE ADDITIONAL LEAD TIME.**

**1. INFORMATION**

Tenant \_\_\_\_\_ Building # \_\_\_\_\_  
Name of Contact \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email: \_\_\_\_\_  
Describe Proposed Improvements \* \_\_\_\_\_

Estimated cost of improvements \_\_\_\_\_  
Estimated start date \_\_\_\_\_ Completion date \_\_\_\_\_

\*\*\*Attach sketches or drawings as required to clearly indicate the type, size, height  
and location of proposed improvements\*\*\*

**2. PRE-CONSTRUCTION**

Contractor \_\_\_\_\_ License # \_\_\_\_\_  
Address \_\_\_\_\_  
Contract Price \_\_\_\_\_ Phone # \_\_\_\_\_  
Construction Commencement Date \_\_\_\_\_ End Date \_\_\_\_\_

\*\*\*Applicant must submit required Certificate of Insurance, Material and Labor Bond  
two weeks prior to the start of construction\*\*\*

Tenant Representative (Signed) \_\_\_\_\_ Date \_\_\_\_\_

**3. INITIAL APPROVALS**

Operations	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Business & Properties	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Engineering Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Environmental & Noise	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Fire Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
ICT Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Maintenance Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Safety Department	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		
Police & Security	(Approver) _____	Date _____	Pre-Con Needed (Y/N)
Comments	_____		

**4. FINAL APPROVAL**

Airport Administration (Reviewed by) \_\_\_\_\_ Date \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

The following procedures are to be followed by all Airport Tenants desiring to make improvements to their leasehold. Close adherence to the procedures and regulations outlined below will greatly aid in expediting the processing and approval of each Proposed Improvement.

1. Tenant shall complete Section 1 and 2 of this form and submit to: Burbank-Glendale-Pasadena Airport Authority, Business, Property and Administrative Services Department, 2627 Hollywood Way, Burbank, CA 91505.
2. Upon receipt of this Request Form, the Business, Property and Administrative Services Department will review the Proposed Improvement and, if the proposal is considered to be basically acceptable, it will then be forwarded to Airport Engineering for further review and evaluation. However, if the proposal is not considered to be basically acceptable, the Request Form will be returned to the Tenant accompanied by a written statement from the Authority as to why the request is being denied at this stage or if additional information is required.
3. In addition to the submission of the Tenant Improvement Form, Tenant shall also provide final plans and specifications for the Proposed Improvement. The plans and specifications shall conform to the following requirements: five (5) sets of plans and specifications shall be submitted by the Tenant with this form to Business, Property and Administrative Services Department for review by all applicable Airport Departments with final review and approval by Airport Administration.
4. The Business, Property and Administrative Services Department and Engineering Department will determine any impact of the Proposed Improvement on the Airport Master Plan, Airport Facilities, Navigable Airspace Requirements of Federal Aviation Regulations Part 77, and/or if it conforms to the Airport Rules and Regulations.
5. Prior to the start of construction and after all insurance and bond requirements have been satisfied, an Indemnification & Defense Agreement has been submitted to the Authority, and Building permits and any other necessary permits are on file with the Authority, a pre-construction meeting must be held in the Authority Administrative offices. When all of these requirements have been satisfied, approval to begin construction will be granted on the Tenant Improvement Form and a copy returned to the Tenant. The form will indicate whether approval has been granted, and if not granted, the reason for denial.
6. All Tenants shall, within thirty (30) days after completion, submit to Business, Property and Administrative Services Department one set of "as built" plans. Also, an itemized summary of construction costs shall be forwarded to Business, Property and Administrative Services Department. The itemized summary shall be signed by the contractor and notarized.

NOTES: a.) For smaller projects costing less than \$5,000, the Authority may, at its discretion, waive any or all of the above requirements.  
b.) Airport approval does not constitute a substitution of approval from any other governmental agency having jurisdiction.

## PLANS AND SPECIFICATIONS

Plans shall be drawn to scale and dimensioned on standard size drawing sheets for future reference and file retention, and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it conforms to the provisions of the governing codes, ordinances, rules and regulations. The minimum number of drawings normally acceptable with each set of plans submitted for final review and approval will generally consist of a plot plan, foundation plan, floor plan, elevations, framing section and details. Electrical, plumbing, heating and air conditioning plans and details shall be submitted when applicable. Foundation recommendations, including calculations and a soils investigation report shall be submitted when appropriate or requested by Airport Engineering. All design documents, including required calculations, shall be prepared, stamped, and signed by a licensed professional engineer or architect registered in the State of California. Engineers shall be licensed for the specific discipline required. Drawings/specifications and/or calculations prepared by contractors and/or fabricators will not be acceptable.

## OTHER REQUIREMENTS INSURANCE REQUIREMENT

Contractor shall take out and maintain during the period of the Contract the following insurance and amounts unless a larger amount is specified on the Approval Request Form:

Comprehensive General Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence. \$1,000,000 for Personal Injury for each occurrence.
Comprehensive Automobile Liability:	\$1,000,000 single limit for combined Bodily Injury and Property Damage for each occurrence.
Workers' Compensation:	California statutory requirements

Liability policies shall name the Burbank-Glendale-Pasadena Airport Authority as an Additional Insured. Certificates of Insurance on all policies shall be filed with Business, Property and Administrative Services Department. Each of said insurance policies shall contain a provision requiring the insurer to notify the Burbank-Glendale-Pasadena Airport Authority ten (10) days prior to the cancellation or material change in the Policy.

## BOND REQUIREMENT

The Tenant shall require the contractor to obtain a material and labor bond equal to the contract price of the work. A copy of said bond shall be forwarded to Airport Engineering.

## INDEMNIFICATION & DEFENSE AGREEMENT

The Tenant and its Contractor agree to and do hereby indemnify, defend and hold harmless the Burbank-Glendale-Pasadena Airport Authority, and its officers, agents, employees and contractors from all claims, demands, liabilities, losses, damages, costs and expenses, of any nature whatsoever, caused by or arising from, directly or indirectly, any act or omission (including, without limitation, negligent acts, negligent omissions, willful misconduct and any violation of the terms of that certain Lease between Tenant and Authority in, on or near the Bob Hope Airport by Contractor, or its subcontractors, agents or employees (including without limitation work done by Contractor for Tenant on Tenant's leased premises).

## PREVAILING WAGES

As part of Tenant's obligations under the terms of the Lease to comply with applicable law, Tenant acknowledges and agrees that if Tenant is provided improvement funds from the Burbank-Glendale-Pasadena Airport Authority, or a rent credit based on timely construction of improvements, then Tenant shall (and shall cause its contractors to) pay prevailing wages for such improvements and shall otherwise comply with California Labor Code Sections 1720 et seq. (including all recordkeeping and reporting requirements).





# Replacement Passenger Terminal Commission Meeting

## Sustainable Goals

October 2, 2023

**Jacobs**





## Agenda

- 1 - USGBC LEED RATING SYSTEM
- 2 - AIRPORTS AND LEED
- 3 - LEED AND THE RPT
- 4 - CHALLENGES TO LEED PLATINUM
- 5 - GREEN HOUSE GAS
- 6 - PROJECT BUDGET AND FUNDING





# USGBC LEED

- Why USGBC LEED?
  - Most widely recognized sustainability rating system for buildings
  - Established to promote sustainable practices in design and construction
  - Considers all critical elements together to create the most sustainable building / site
  - Complimentary to the California Green Building Code (“CALGreen”)

USGBC  
LEED

## Design + Construction



Certified  
40-49 points



Silver  
50-59 points



Gold  
60-79 points



Platinum  
80+ points



# Airports and LEED

## ■ Airport Industry Trend

- Most Airports choose LEED for Sustainability Certification
  - Worldwide, ~ 134 airports have LEED facilities
  - Approximately 20% LEED Certified, 44% Silver, 30% Gold, 3% Platinum
  - Certification is internationally recognized
  - Ensures reduced operating costs through optimal performance
  - Required by various local governments, quantifiable outcomes
  - Certification is adaptable to airport environment/terminal operations
  - Lifecycle cost analysis is positive given that airport facilities have 30-50 year life cycle
- Emerging technologies have enabled more energy efficient opportunities which result in higher performing projects and higher levels of LEED certification.



# California Airports and LEED



OAKLAND  
INTERNATIONAL  
AIRPORT **I**  **OAK**



- ATCT (Tower) designed to achieve LEED Gold; emphasis on Indoor Environmental Quality elements such as thermal comfort, ventilation, and low emitting materials and advanced stormwater measures.
- Terminal 2 received LEED Silver certification, first passenger terminal to achieve LEED Silver certification.
  - 24% less water use than Code and 25% energy reduction from Code
  - 80% C&D recycling, advanced stormwater management.



  
**SACRAMENTO  
INTERNATIONAL AIRPORT**



- Terminal B Modernization Plaza achieved LEED Silver certification.
- Energy efficient terminal with a focus on daylighting; 25% more energy efficient than code saving 793 metric tons of GHGs annually.
- 85% C&D recycling
- Drought tolerant landscaping
- Use of reclaimed wood





- Terminal B received LEED Silver certification.
- 50% of wood used was Forest Stewardship Council (FSC) certified.
- 90% of scrap waste from construction was reused or recycled.
- Project used concrete from the demolished apron area in the new apron area.



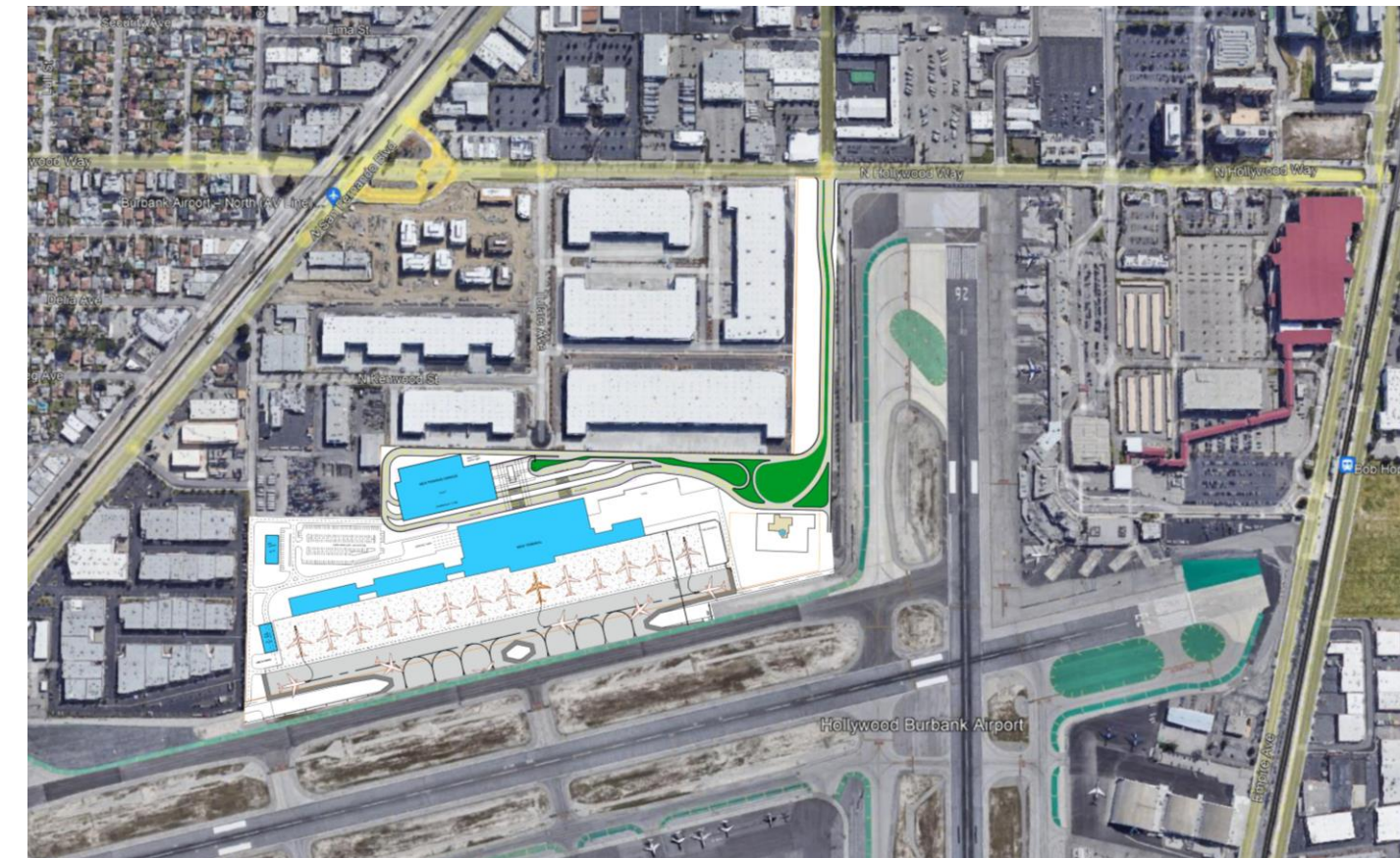
- Terminal 2 Parking Plaza achieved Parksmart certification, saves and reuses 2 million gallons of rainwater per year, equipped EV charging ports, and smart parking technology.
- First LEED Platinum certified commercial airport terminal and LEED Platinum certification for Facilities Dept Admin Building.
- Terminal 1 designed to achieve LEED Gold certification and will include EV charging, on-site solar, and an expanded stormwater system.



# USGBC LEED and the RPT

## ■ Project Site

- The Hollywood Burbank Replacement Terminal Project will be located on the former Lockheed Skunkworks site
- The site was added to the EPA's Superfund National Priorities list in 1986 with on-going remediation under consent decree overseen by EPA
- The DA limits the size of the RPT to 355,000 square feet total including all public, operational, and building system spaces
- Title 24, the Development Agreement, and CalGreen stipulate a number of sustainable measures that will automatically be incorporated into the RPT design
- To qualify for certification, the LEED boundary must be defined





- **LEED Boundary**

- Boundary determined by the Project Team
  - Entire campus
  - Individual building
- Assess benefits between campus vs. RPT
- Site inclusion provided more benefits than just RPT







## USGBC LEED and the RPT

- Code requirements along with additional design initiatives will create a highly efficient and sustainable terminal facility
  - Water Efficiency –
    - Use of low water fixtures
    - Use of automated water and flush valves
    - Sub-metering of water usage
  - Energy & Atmosphere
    - Enhanced commissioning
    - Sub-metering of electric usage
    - Optimizing energy performance to the extent possible
  - Materials & Resources
    - Sourcing local raw materials
  - Building life-cycle reduction
  - Construction waste diversion
- Indoor Environmental Quality
  - Low emitting materials
  - Construction indoor air quality management plan
  - Interior lighting
  - Acoustic comfort
- Innovation & Regional Priority
  - Innovation in design

# USGBC LEED and the RPT

## Hollywood Burbank Airport Replacement Passenger Terminal Project

LEED Analysis  
SEPTEMBER 6, 2023

	Option #1 LEED Certified	Option #2 LEED Silver	Option #3 LEED Gold	Option #3 LEED Platinum
<b>SUMMARY</b>				
TOTAL BLDG AREA (SF)	355,000 SF	355,000 SF	355,000 SF	355,000 SF
AFFECTED BLDG AREA (SF)	355,000 SF	355,000 SF	355,000 SF	355,000 SF
SCHEDULE (MO)	No Impact	No Impact	No Impact	NA
				
<b>LEED SCORE</b>				
TOTAL ESTIMATED PROJECT CREDITS	52 CONFIRMED POINTS (40PTS MIN FOR CERTIFIED)	52 CONFIRMED POINTS (50PTS MIN FOR SILVER)	52PTS + 12 "POSSIBLE" POINTS = 64 (60PTS MIN FOR GOLD)	NOT FEASIBLE FOR PROJECT AS REQUIRED (80PTS MIN FOR PLATINUM)
<b>COST SUMMARY</b>				
COST PREMIUM TO DESIGN-TO-BUDGET	Included	Included	Not Included in Current Estimate: \$5,000,000 - \$10,000,000	NOT FEASIBLE

## Challenges to LEED Platinum

- There are physical and legal constraints with the proposed RPT site
  - Rainwater management and storm water infiltration –
    - Superfund site requires treatment of storm water, not allowing infiltration.
  - Optimized energy performance –
    - Limitation of building size of 355,000 s.f.
    - Requires sacrifice of public space impacting passenger functionality for mechanical space and \$30M additional cost.
    - PV limited to 1MW for use on site which is insufficient to meet the credit requirements; Anything over 1MW would require airport be a utility provider.
    - PV utilized to supply the grid does not qualify for credit unless project site demand is realized.



## Challenges to LEED Platinum

- There are physical and legal constraints with the proposed RPT site
  - Indoor water use reduction –
    - City of Burbank infrastructure does not have recycled water supply sufficient enough for the RPT systems.
  - Site orientation –
    - North/South alignment is challenge from an energy use standpoint with extensive west façade of the RPT.
  - Electrical vehicle charging requirements –
    - City of Burbank's electric vehicle charging station ("EVCS") requirements increases energy usage, negating project goals.

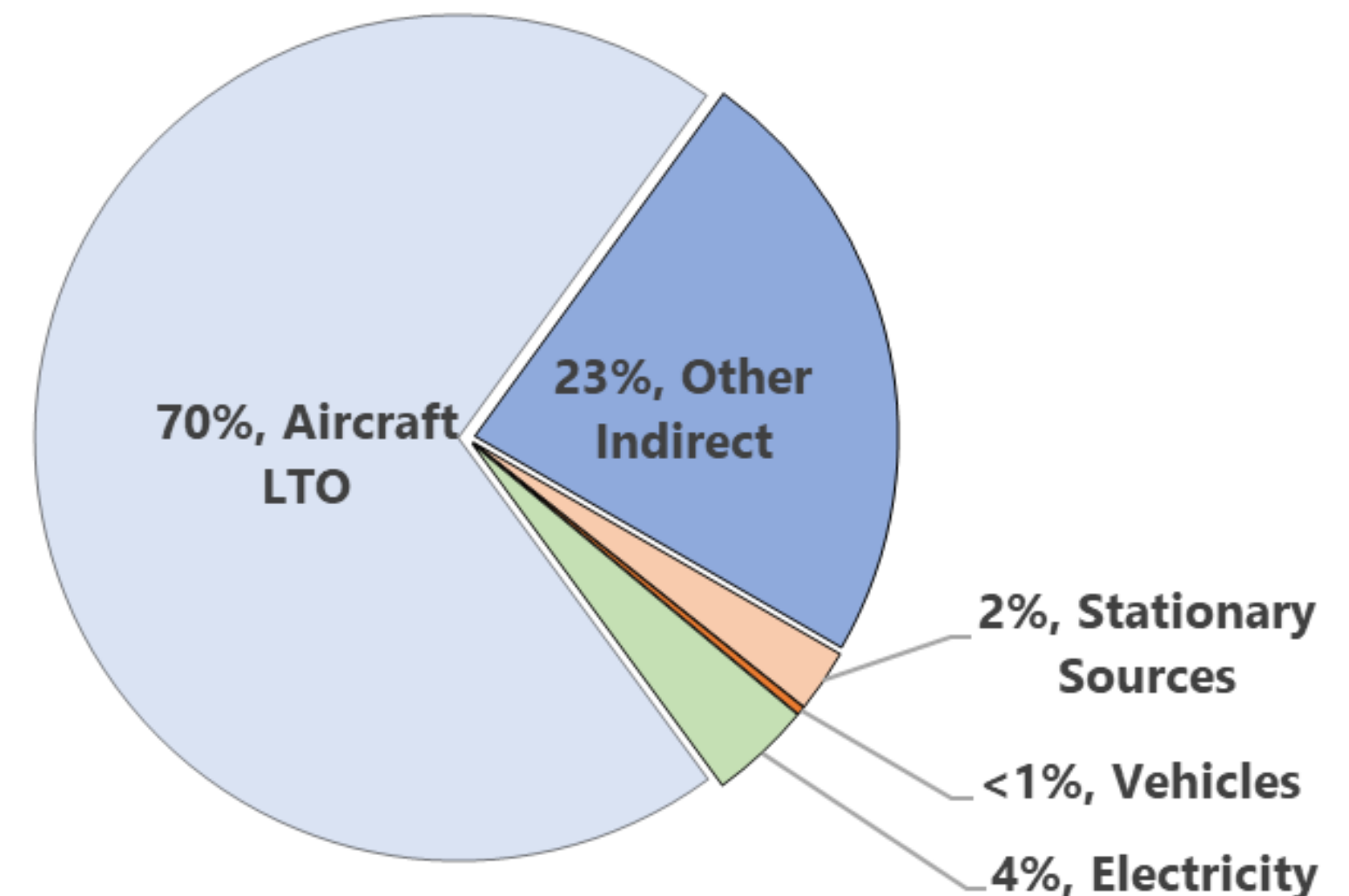
# Challenges to LEED Platinum

Category		Description	Points Possible	Points Not Achievable	Notes / Reason
WE	Credit 2	Indoor Water Use Reduction: 40-50% Reduction	6	3	Insufficient gray water supply to meet demand
LT	Credit 4	Surrounding Density and Diversity	5	3	Site is not within ¼ mile of required density
LT	Credit 5	Access to Quality Transit	5	1	Would require additional bus/train stop
LT	Credit 7	Reduced Parking Footprint	1	1	Direct conflict with project type
RP	Credit 1.4	Regional Priority: Reduced Parking, Surrounding D/DU	1	1	Point unachievable due to parking demand for airport
SS	Credit 2	Site Development: Protect or Restore Habitat	2	2	Wildlife attraction at odds with aircraft operation
SS	Credit 4	Rainwater Management	3	3	Cannot achieve storm water infiltration due to Superfund site restrictions
RP	Credit 1.1	Regional Priority: Rainwater Management	1	1	Point unachievable due to superfund site
WE	Credit 3	Cooling Tower Water Use	2	2	Not achievable; no cooling tower
EA	Credit 2	Optimize Energy Performance	18	8	Would require cooling tower and space allocation inside the terminal, reducing usable area for operations and revenue generation
MR	Credit 1	Building Life-Cycle Reduction	5	2	Existing terminal must be demolished
IEQ	Credit 7	Daylighting	3	3	Requires % of daylighting to reach interior of building, not achievable due to operational space requirements
IEQ	Credit 8	Quality Views	1	1	Requires % of daylighting to reach interior of building, not achievable due to operational space requirements
Total Points Not Achievable				31	

## Typical Distribution of GHG Emissions at Airports

- Typically, more than 90% of GHG emissions at airports are from Scope 3 or indirect emissions that the airport does not control
  - Vast majority of the Scope 3 emissions are from aircraft

### Typical Breakdown of Airport Carbon Emissions by Category



# Project Budget and Funding



## Hollywood Burbank Airport Replacement Passenger Terminal

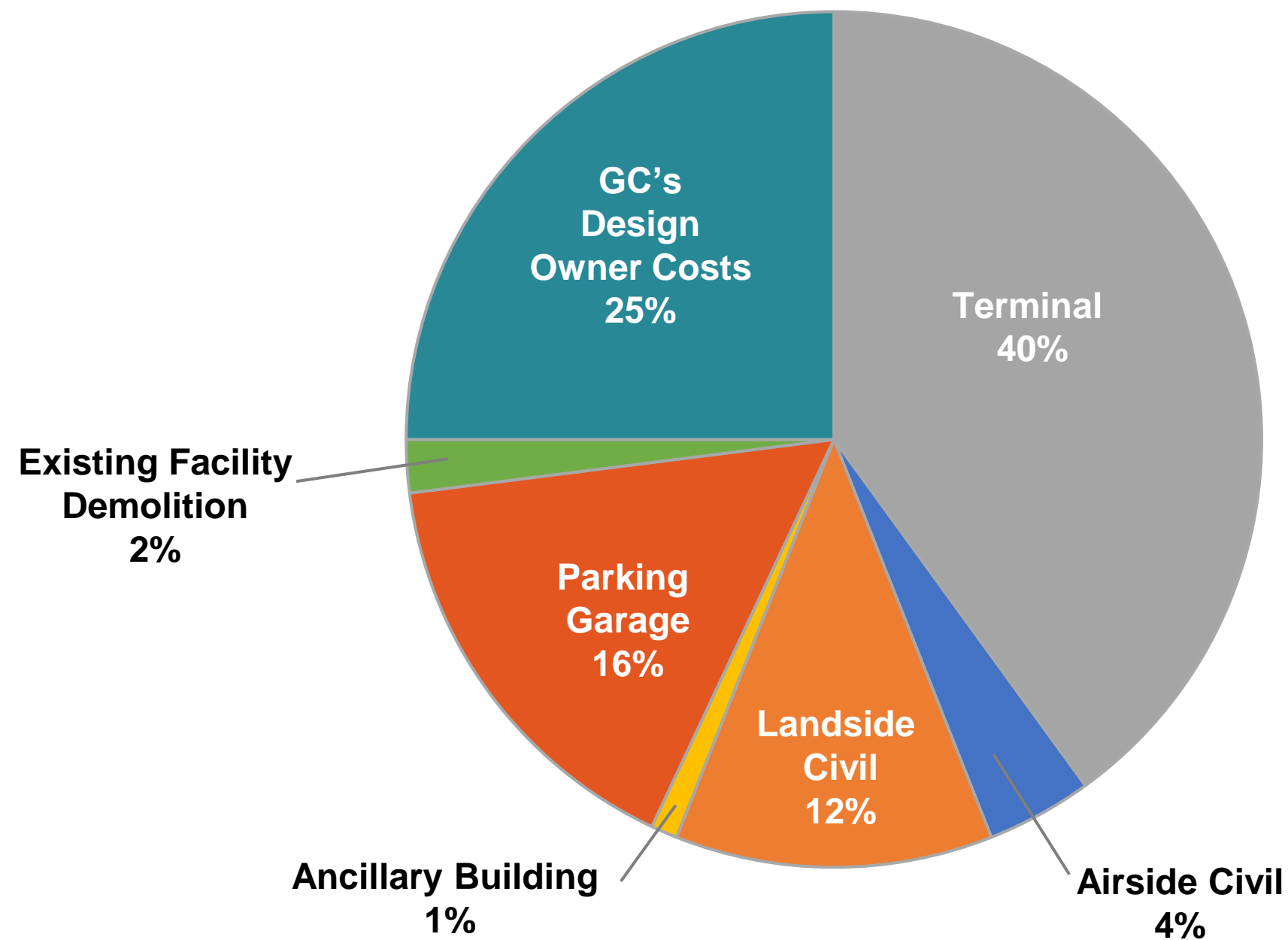
Basis of Design Estimate

9/5/2023

EXECUTIVE SUMMARY	
DESIGN TO BUDGET DATED 5/10/2023	\$1,412,953,966
<b>BASIS OF DESIGN ESTIMATE DATED 8/25/2023 (b)</b>	<b>\$1,389,291,207</b>
<b>TARGET VALUE BUDGET (a)</b>	<b>\$1,248,700,000</b>
<i>Over Budget</i> (b - a)	<i>\$140,591,207</i>

# Project Budget and Funding

## PROJECT AREA BREAKDOWN



Project Components	Basis of Design 9/5/23
Airside Civil	\$47,190,524
Landside Civil	\$138,425,927
Terminal	\$493,354,234
Parking Garage	\$192,513,831
Ancillary Building	\$10,417,950
Existing Facility Demolition	\$25,947,208
GC's / Design / Owner Costs	\$308,666,143
<b>SUBTOTAL</b>	<b>\$1,216,515,817</b>
Design Contingency	\$52,478,402
Escalation Contingency	\$84,237,877
Construction Contingency	\$36,059,109
<b>GRAND TOTAL</b>	<b>\$1,389,291,205</b>

## LEED Recommendation

- Based on physical, legal, schedule, and budget constraints
  - Apply for LEED Certification
  - Achieve LEED Silver rating at a minimum
  - Set aspirational goal for LEED Gold