July 30, 2026

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

NOTICE is hereby given that a regular meeting of the Executive Committee will be held Wednesday, August 5, 2026, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (978) 990-5000
Access Code: 880737

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

REGULAR MEETING
OF THE
EXECUTIVE COMMITTEE
Airport Skyroom
Wednesday, August 5, 2026
9:00 a.m.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on Airport-related non-agenda matters that are within the Committee'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 of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- ***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 Committee 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 Committee'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.***

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee 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.

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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.

A G E N D A

Wednesday, August 5, 2026

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
   a. July 1, 2026 ***[See page 1]***
5. Items for Approval
   a. Second Amendment to Professional Services Agreement
      Airport Marketing Consultant Services ***[See page 3]***

      Staff seeks an Executive Committee recommendation to the Commission to approve a proposed Amendment No. 2 to the current Professional Services Agreement in the not-to-exceed amount of $985,000 with Anyone Collective, LLC for services supporting the Authority's promotion of the opening and operational cutover to the Replacement Passenger Terminal in October, and for the Authority's FY 2027 general marketing and branding program.

   b. Fourth Amendment to Lease Agreement
      Herc Rentals, Inc. ***[See page 6]***

      Staff seeks a recommendation from the Executive Committee to the Commission to approve a proposed Amendment No. 4 to the Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to increase the rent credit from $582,000 to $980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.

   c. Approval of Electrical Interconnection & Metering Agreement
      City of Burbank ***[See page 10]***

      Staff seeks the recommendation of the Executive Committee to the Commission to approve an Electrical Interconnection & Metering Agreement with the City of Burbank to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal.

d. Approval of Contractor Change Request (CCR-00094) for Temporary Power and Third-Party QC Inspection Impacts Replacement Passenger Terminal Project ***[See page 11]***

Staff seeks an Executive Committee recommendation to the Commission to approve Contractor Change Request ("CCR") No. 00094 in the amount of $7,913,630 to Holder, Pankow, TEC – A Joint Venture ("HPTJV") for cost impacts associated with temporary construction power and expanded third-party Quality Control inspection requirements on the Replacement Passenger Terminal Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co.

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties' review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

6. Items for Information

   a. Replacement Passenger Terminal Project Construction Update

   b. Replacement Passenger Terminal Project Concession Update

   c. Replacement Passenger Terminal Project ADA Update

   d. Committee Pending Items ***[See page 17]***

7. Adjournment: To Wednesday, September 2, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 Hollywood Way, Airport Skyroom.

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

WEDNESDAY, JULY 1, 2026

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:20 a.m., by Commissioner Hampton.

1. ROLL CALL

Present:	Commissioners Hampton and Quintero
Absent	Commissioner Talamantes
Also Present:	Staff: John Hatanaka, Executive Director
	Roger Johnson, Executive Program Advisory, Jacobs Project Management Co.

2. Approval of Agenda

Motion	Commissioner Quintero moved approval of the agenda; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (2-0, 1 absent).

3. Public Comment — There were no public comments.

4. Approval of Minutes

a. June 3, 2026	The agenda packet included a draft copy of the June 3, 2026, Committee meeting minutes for review and approval.
Motion	Commissioner Quintero moved approval of the minutes; seconded by Commissioner Hampton.
Motion Approved	The motion was approved (2-0, 1 absent).

5. Items for Information

a. Replacement Passenger Terminal Project Construction Update	Jacobs Project Management provided a construction update and the latest progress video.
b. Pending Contractor's Change Request	Staff and a representative from Jacobs Project Management Co. briefed the Committee on a pending Contractor's Change Request for the Replacement Passenger Terminal project to address costs incurred by the Contractor related to additional temporary construction power, and quality control costs that are in the process of being validated and negotiated.

c. Committee Pending Items

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

6. Adjournment

The meeting was adjourned at 10:03 a.m.

Adjournment: To Wednesday, August 5, 2026, for the next regularly scheduled meeting of the Executive Committee, 2627 Hollywood Way, Airport Skyroom.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 5, 2026

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT AIRPORT MARKETING CONSULTANT SERVICES

Presented by Nerissa Sugars
Senior Director, Communications and Air Service

SUMMARY

Staff seeks an Executive Committee ("Committee") recommendation to the Commission to approve a proposed Amendment No. 2 ("Second Amendment"), (copy attached), to the current Professional Services Agreement ("Agreement") in the not-to-exceed amount of $985,000 with Anyone Collective, LLC ("Anyone Collective") for services supporting the Authority's promotion of the opening and operational cutover to the Replacement Passenger Terminal ("RPT") in October, and for the Authority's FY 2027 general marketing and branding program.

BACKGROUND

At its meeting on March 16, 2026, the Commission approved the First Amendment to the Agreement with Anyone Collective for additional services specific to support the Authority's promotion of the opening and operational cutover to the RPT in October of this year. The additional appropriations were for a not-to-exceed amount of $575,000. The First Amendment also provided a one-year extension of the Agreement to June 30, 2027, to ensure the proposed services could be completed without interruption.

The scope of work covered by the First Amendment included:

- Development and installation of the RPT's new website
- Brand advertising campaign creation and production
- Media purchases

From the approved $575,000, an approximate amount of $145,000 remains and is included in the adopted FY 2027 budget.

PROPOSAL DETAILS

Under the proposal the specifics to be addressed are continued promotion and marketing of the RPT; completion of development and installation of the new website for the Airport and transitional work from the ElevateBUR.com site; creation and production of an updated brand advertising campaign, and subsequent media purchases.

The proposed airport marketing activities for FY 2027 will continue to build on the opening of the Airport's RPT and established brand in the marketplace. Anyone Collective and Staff will collaborate on strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines.

With the opening of the RPT scheduled for October 2026, FY 2027 efforts will focus on the continuation of content creation for, and production and placement of, promotional messaging.

Concurrently, there will be an ongoing focus on the convenience aspect of the “Hollywood Burbank Airport” brand. The objectives are: 1) to have regular and new passengers become aware of, and accustomed to the “More Jet, Less Lag” brand; 2) to further develop consumer loyalty based on that awareness; 3) to have customers understand the same experience is available at the RPT. Anyone Collective and Staff will continue the work of growing and strengthening the brand name, promoting existing and new air services, and raising more awareness about the Airport’s features and amenities that add value to the overall customer experience.

FY 2027 activity will also include a continuation of the Airport’s air service development and retention program. For FY 2027 the proposal includes a task order based joint advertising program with each of the Authority’s air carrier partners, along with the mutually served airports and Direct Marketing Organizations ("DMOs") on a first come, first served basis. Together, Staff and Anyone Collective will provide the airlines, airports and DMOs with an opportunity to collaborate on advertising and marketing efforts that will incorporate the specific airline, airport and destination and event brands. The event brands include the Rose Parade, Super Bowl LXI, and the 2028 Olympics. The sports, concert and special event destination sites include the Rose Bowl, Dodger Stadium, Crypto.com Arena, BMO Stadium, and the Coliseum.

For the task order portion of the program, a joint marketing proposal would be presented to and authorized by the Executive Director up to the limits of the program.

The FY 2027 messaging program will be developed and applied in print, digital, and social media spaces, with targets including: leisure, business, and bleisure travelers; seasonal activity; geographic/destination awareness; special events and attractions; and public transportation promotion (e.g., Metro/Metrolink).

Services and deliverables to be provided are as follows:

- Creative services development
- Administrative services
- Air service retention and development support
- Development and production of promotional material for RPT
- Collaboration on marketing strategies with Staff, air carriers, airports and DMOs
- Website management – New airport and transition from ElevateBUR.com
- New digital content production
- Social media strategies and campaign execution
- Advertising campaigns
- Media buy negotiation and planning
- Presentation development
- Copywriting
- Art direction
- Graphic design

To summarize, the Airport Marketing and Advertising Program for FY 2027 is made up of five complementary tasks: 1) strategic development employing analytics and the results of the research and discovery process; 2) specific marketing and advertising services which include creative art design, content creation, messaging and social media distribution and custom content development; 3) advertising media buys for all applicable venues; 4) implementation of specific joint marketing efforts between airlines, airports, and DMOs; and 5) technical management and maintenance of websites for the RPT. The chart below breaks down the not-to-exceed limit for each of the proposed activities in the adopted FY 2027.

Strategic Development	$ 595,000
Marketing and Advertising Services	Included in the above
Media – Digital	$ 60,000
Media – Print	$ 60,000
Media - Social Media	$ 90,000
Task Orders	$ 275,000
Subtotal	$1,080,000
Website Maintenance New Airport site and Transition from ElevateBUR.com	$ 50,000
Total appropriations, Adopted FY 2027 Budget	$1,130,000
Carry over from Amendment No. 1	($ 145,000)
Total: Proposed Amendment No. 2	$ 985,000

A copy of the proposed scope of work is attached.

BUDGET IMPACT

Appropriations for the proposed program are included in the adopted FY 2027 budget as detailed above.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission for approval of the proposed Second Amendment to the Agreement with Anyone Collective and authorization for the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 5, 2026

FOURTH AMENDMENT TO LEASE AGREEMENT HERC RENTALS, INC.

Presented by Scott Kimball
Deputy Executive Director, Business Development

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to approve a proposed Amendment No. 4 ("Fourth Amendment") to the Lease Agreement ("Lease") between Herc Rentals, Inc. ("HERC") and the Authority to increase the rent credit from $582,000 to $980,000 for the cost of construction and installation of a block wall along a portion of HERC's leasehold perimeter per the terms of the Third Amendment to the Lease.

BACKGROUND

In December 2010, HERC assumed the business interest of 24/7 Studio Equipment, Inc. ("24/7 SEI"), which had been a tenant at the Airport since 2006. The leased premises that 24/7 SEI assigned to HERC include the buildings and land located at 3111 North Kenwood Avenue, in Burbank.

HERC is a specialty equipment rental company that provides boom lifts, scissor lifts, forklifts and related construction and industrial equipment to production and construction crews of television and motion picture studios in Southern California.

The Lease has been amended three times, with Amendment No. 1 dated February 21, 2017, to extend the term for a five-year period, Amendment No. 2 dated May 17, 2021, to extend the term for an additional five-year period, and Amendment No. 3 dated April 20, 2026. The Authority desires that HERC complete a block wall along the southern and western boundary of its leasehold, which is immediately adjacent to the access roadway that enters the Replacement Passenger Terminal ("RPT") and parking structure for safety purposes. Installation of the block wall will provide safety benefits by creating a barrier between the RPT roadway and HERC's adjacent operations. Amendment No. 3 extended the term in exchange for HERC applying to the City of Burbank ("City") by April 21, 2026, for a building permit to construct and install the block wall. Amendment No. 3 also established a rent credit for the construction and installation of the block wall and updated the federal requirements. The Lease is currently set to expire on February 29, 2032.

The wall will be a concrete masonry unit block wall that is approximately 631 linear feet, 10 feet finished height, and will include anti-graffiti coating. Additionally, HERC will paint the block wall and southern wall of its building to match the paint scheme of the adjacent RPT parking structure. Location, elevation and scope of work for the wall are included in Exhibit E to the Lease, which was added by Amendment No. 3.

After Amendment No. 3 was approved, HERC commenced the permitting process with the City. During the review, the City required several changes to the scope of work to meet building code requirements. This included larger wall footings to support the 10 feet finished height and footings placement to ensure that the wall structure does not penetrate Airport property. HERC notified Staff of the increase in cost based on the required changes in scope of work during the permit review and requested another amendment to the Lease to reflect the significant increase in cost and corresponding rent credit. HERC received its building permit in July 2026.

DETAILS

Key components of the Lease and proposed Fourth Amendment are as follows:

Premises:	3111 North Kenwood Ave. Burbank, CA 91505
Use:	Storage and rental of construction and industrial equipment to television and motion picture studios in Southern California
Term:	Lease term extension from February 29, 2032, to February 28, 2037 subject to written notice delivered to the Authority by February 28, 2031
Termination:	Authority has sole discretion to terminate the Lease upon 12 months' prior written notice
Rent:	$95,672.17 monthly / $1,148,066.04 annually
Improvements:	Construction of a 631 linear feet, 10 feet finished block wall as a barrier between RPT access road and HERC operational area with anti-graffiti coating
Rent Credit:	Up to $980,000
Adjustment:	Annually; the greater of 3% or 120% of CPI, up to a maximum of 4%
Others:	HERC is responsible for expenses related to occupancy including maintenance, utilities, insurances, and applicable taxes

IMPACT ON REVENUE

Upon exhaustion of the available rent credit, the proposed Fourth Amendment will increase non-aviation revenues by $34,441 per year, subject to annual rental adjustments in future years.

RECOMMENDATION

Staff seeks a recommendation from the Committee to the Commission to approve a proposed Fourth Amendment to the Lease with HERC and authorize the President to execute the same.

FOURTH AMENDMENT TO LEASE AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Herc Rentals Inc.)

This Fourth Amendment ("**Fourth Amendment**") is entered into on this 17th day of August 2026, by and between the **BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY** ("**Landlord**"), a California joint powers agency, and **HERC RENTALS INC.** ("**Tenant**"), a Delaware corporation.

RECITALS

WHEREAS, Landlord and 24/7 Studio Equipment, Inc. ("24/7 SEI") executed that certain lease dated January 17, 2006 ("**Lease**"), for the property commonly known as **3111 Kenwood Street, Burbank, California** ("**Leased Premises**").

WHEREAS, 24/7 SEI assigned the Lease to Tenant (formerly known as Hertz Equipment Rental Corporation) pursuant to authorization granted by a December 6, 2010 Conditional Consent To Assignment of Lease executed by Landlord.

WHEREAS, the Lease has been amended three times as follows (collectively, the "**Prior Amendments**"):

1. Amendment No. 1 dated February 21, 2017 to: (i) extend the term; (ii) adjust the rent; (iii) remove the requirement for Landlord to issue a Certificate of Approval for each Material Plan Change; (iv) require Tenant to deliver a new letter of credit or amendment; and (v) set forth broker requirements.

2. Amendment No. 2 dated May 17, 2021 to: (i) extend the term; and (ii) adjust the rent.

3. Amendment No. 3 dated April 20, 2026: to (i) extend the term; (ii) require Tenant to construct and install a block wall; (iii) establish a rent credit for the construction and installation of the block wall; and (iv) update the federal requirements.

WHEREAS, Landlord and Tenant desire to further amend the Lease to: increase the rent credit for the construction and installation of the block wall.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 3.1.5. The first paragraph and paragraph 3.1.5.5 of Section 3.1.5 (Credit for Block Wall) of the Lease are amended to read as follows (no change to other paragraphs of Section 3.1.5.):

"3.1.5 Credit for Block Wall. After Tenant constructs and installs the Block Wall, Tenant shall receive a credit ("**Block Wall Rent Credit**") up to $980,000 for the cost of completing the construction and installation of the Block Wall as defined in Sections 3.1.5.1 and 6.2.1. Monthly base rent shall be offset against the Block Wall Rent Credit and Tenant shall pay no monthly base rent until the Block Wall Rent Credit is fully exhausted, subject to the provisions of this Section 3.1.5. When the remaining balance of the Block Wall Rent Credit becomes less than the amount

of monthly base rent due, Tenant shall pay Landlord the difference between the remaining balance of the Block Wall Rent Credit and monthly base rent due.

3.1.5.5 Calculation of Block Wall Rent Credit. Within sixty (60) days of the completion of the Block Wall, Tenant shall submit to Landlord an itemized statement, with sufficient detail, of Tenant's actual direct out-of-pocket cost for the Block Wall ("**Block Wall Cost**"). The statement shall contain the content and certification prescribed for a statement of costs for New Improvements under Section 6.1.9. Tenant shall also submit such supporting documentation as Landlord may reasonably require. The total amount of the Block Wall Rent Credit shall be the lesser of: (i) the Block Wall Cost, or (ii) $980,000."

2. Counterparts. This Fourth 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 Lease. Except as expressly modified by this Fourth Amendment, all of the provisions of the Lease (as amended by the Prior Amendments) shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Lease (as amended by the Prior Amendments), the provisions of this Fourth Amendment shall control.

4. Effective Date. This Fourth Amendment shall be effective on August 17, 2026.

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

Herc Rentals Inc.

By: Anne Marie Burchill

Print Name: Anne Marie Burchill

☐ Chairperson ☐ President ☒ Vice President

By: _____

Print Name: _____

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

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

Burbank-Glendale-Pasadena Airport Authority

_____
Tyron Hampton, President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 5, 2026

APPROVAL OF ELECTRICAL INTERCONNECTION & METERING AGREEMENT CITY OF BURBANK

Presented by Perry Martin
Jacobs Sr. Program Director

SUMMARY

Staff seeks the recommendation of the Executive Committee ("Committee") to the Commission to approve an Electrical Interconnection & Metering Agreement ("Agreement"), copy attached, with the City of Burbank ("City") to interconnect and operate Solar Electrical Generating Facilities at the Replacement Passenger Terminal ("RPT").

BACKGROUND

The Development Agreement between the City and the Authority required the RPT project achieve a Leadership in Energy and Environmental Design ("LEED") Silver certification. Early in the project, the Commission directed that the project pursues LEED Gold certification if it could be achieved within the approved budget.

As the design and construction progressed, the project delivery team determined that LEED Gold certification was achievable without exceeding the project budget. One of the key requirements for attaining LEED Gold certification was the design and installation of a photovoltaic system on a portion of the RPT roof. The installation of the photovoltaic system has been completed and is planned to become operational by the end of August.

In order to operate the photovoltaic system, the Authority is required to enter into the Agreement, which is the City's standard contract establishing the requirements for the design, permitting, construction, metering, interconnection, and operation of a solar electric generating facility within the City limits. As the photovoltaic system was developed and installed, Staff and Jacobs Project Management worked with the Burbank Water & Power Department to finalize the Agreement for review and execution.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed Agreement with the City and authorize the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 5, 2026

APPROVAL OF CONTRACTOR CHANGE REQUEST (CCR-00094) FOR TEMPORARY POWER AND THIRD-PARTY QC INSPECTION IMPACTS REPLACEMENT PASSENGER TERMINAL PROJECT

Presented by Roger Johnson
Executive Program Manager
Jacobs Project Management Co.

SUMMARY

Staff seeks an Executive Committee ("Committee") recommendation to the Commission to approve Contractor Change Request ("CCR") No. 00094 in the amount of $7,913,630 to Holder, Pankow, TEC – A Joint Venture ("HPTJV") for cost impacts associated with temporary construction power and expanded third-party Quality Control ("QC") inspection requirements on the Replacement Passenger Terminal ("RPT") Project. The CCR does not include a request for additional contract time.

These requested costs reflect the negotiated resolution of impacts that were not reasonably foreseeable at the time of Guaranteed Maximum Price ("GMP") development. The resolution was developed through a collaborative evaluation process involving HPTJV, the Authority, and Jacobs Project Management Co. ("Jacobs").

The requested CCR amount represents a negotiated, data-driven adjustment based on the parties' review of actual costs, supporting documentation, contractual responsibility, and the circumstances underlying the asserted impacts.

BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. On May 6, 2024, the Commission approved the GMP for the Project and authorized the use of Owner's Contingency in accordance with Resolution No. 499.

The RPT Project is an approximately $1.3 billion capital program and is being delivered using a Progressive Design-Build (PDB) methodology. This approach requires concurrent design and construction activities, continuous coordination among stakeholders, and real-time validation of constructed work.

Contractually, HPTJV is required to provide temporary utilities during construction. HPTJV worked closely with the Authority's project management team and Burbank Water and Power ("BWP") to identify when temporary utility power would become available at the site. The temporary power costs included in the GMP were based on the information available during GMP development and early coordination with BWP.

HPTJV is also required by contract to provide Quality Assurance/Quality Control ("QA/QC") services during construction, including services performed by subcontracted third-party testing and inspection firms. The costs included in the GMP for these services were based primarily on HPTJV's anticipated staffing, duration, and inspection effort.

As the Project has progressed, it has become evident that actual project conditions in these two areas deviated materially from those baseline assumptions.

On January 27, 2026, HPTJV submitted its original Design-Builder Impact Summary and Request seeking additional compensation for multiple categories of asserted project impacts. Jacobs responded by memorandum dated February 16, 2026, identifying the information needed to evaluate entitlement, causation, schedule effects, and cost support for any potential adjustment to the GMP.

On March 31, 2026, HPTJV submitted its Design-Builder Impacts Summary Update in response to Jacobs' February 16, 2026 memorandum. The March 31 submission requested a total of $15,156,083 for Design-Builder and design contingency associated with Owner changes, temporary power generation, third-party QC inspection overruns, Area C acceleration, and general acceleration.

Jacobs responded by memorandum dated April 28, 2026. Jacobs concluded that the contingency and acceleration categories had not demonstrated a sufficient contractual basis for Owner funding, while temporary power and third-party QC inspection impacts warranted additional evaluation if supported by further documentation and refinement.

On May 27, 2026, HPTJV responded to Jacobs' April 28, 2026 memorandum and narrowed the request under active consideration to $9,765,030, consisting of $2,891,001 for temporary power and $6,874,029 for third-party QC inspection impacts. The parties then continued focused negotiations and open-book review of these two categories.

On July 1, 2026, HPTJV submitted CCR-00094 in the negotiated amount of $7,913,630. The CCR consists of $2,891,001 for temporary construction power and $5,022,629 for third-party QC inspection impacts, with no request for additional work days.

ISSUE

HPTJV identified cost impacts in two primary areas that exceeded GMP assumptions and were asserted to be outside contractor-controllable risks and not reasonably anticipated at the time of GMP establishment.

Following review of project records, contract requirements, cost documentation, and the circumstances associated with these impacts, the project management team determined that a negotiated Owner-funded change is appropriate. The negotiated resolution recognizes that the impacts involved multiple contributing factors and that not all costs asserted by HPTJV are recoverable.

TEMPORARY CONSTRUCTION POWER

HPTJV's GMP assumed that BWP would provide temporary utility power to the Project site by July 15, 2024. Temporary utility power became available on July 2, 2025, nearly one year later than initially scheduled. This delay required HPTJV to continue operating temporary generators and associated distribution systems longer than anticipated in the GMP.

In addition to the delayed availability of utility power, the final configuration through which temporary power was delivered required continued reliance on generators for several months after initial energization. Utility power was ultimately provided through a single connection point within a new permanent utility yard, requiring substantial portions

of the permanent distribution infrastructure to be completed before utility power could be effectively utilized throughout the 49-acre project site. As a result, generator operations continued well beyond the date temporary utility service first became available.

Operating under generator power conditions created sustained inefficiencies across the Project, including:

- Occupation of critical staging and work areas by generators and associated distribution equipment
- Limited practical deployment capacity due to site congestion and logistics constraints
- Allocation challenges in distributing finite generator power across multiple work fronts
- Instability of generator systems, resulting in frequent breaker trips and outages
- Resulting interruptions in workforce productivity while power was restored

Field observations, foreman reports, coordination records, and operational logs consistently documented inefficiencies associated with generator-powered operations, including localized outages, breaker trips, power allocation constraints, equipment relocations, and work interruptions. These impacts were incorporated into the negotiated cost evaluation using conservative assumptions developed through joint review by HPTJV and the project management team.

Despite ongoing coordination by HPTJV, BWP, Jacobs, and Authority staff to mitigate the impacts, the timing and configuration of temporary power delivery remained dependent on external utility constraints. Following review and negotiation, the parties agreed to $2,891,001 for this portion of CCR-00094.

THIRD-PARTY QC INSPECTIONS

The Project's contract documents established baseline expectations for QA/QC testing. However, as construction progressed, the inspection environment evolved significantly due to the unique characteristics of the Project.

Factors contributing to expanded inspection requirements included:

- The unprecedented size and complexity of the Project within the City of Burbank
- First-time implementation of Progressive Design-Build delivery within the jurisdiction
- A highly sequenced and schedule-driven construction program requiring continuous inspection support

As a result, inspection processes evolved to include:

- Increased inspection staffing levels beyond GMP assumptions
- Extended durations of inspection activities
- Greater frequency and continuous presence of inspectors
- Expanded coordination across multiple inspection entities

Importantly, the increase in cost is attributable to increased volume of inspection services (staffing, hours, duration) not by increases in unit rates.

The CCR does not seek recovery for compliance with baseline contractual quality requirements. Rather, it addresses a negotiated portion of the incremental cost associated with the actual level of third-party inspection staffing and effort ultimately required to support project execution. After removing projected future costs and other amounts not included in the settlement, the parties agreed to $5,022,629 for this portion of CCR-00094.

SOLUTION

HPTJV, Jacobs, and Authority staff engaged in a multi-month collaborative evaluation and negotiation process to:

- Assess contractual entitlement under the design-build agreement
- Validate the underlying causes of the impacts
- Review actual cost data including invoices, labor records, and field reports
- Develop a mutually understood and supportable cost basis

This process included multiple working sessions, open-book cost reviews, and iterative refinement of assumptions and methodology.

The review process included validation of underlying conditions, evaluation of contractual responsibility, verification of supporting documentation, and negotiation of a mutually acceptable resolution.

The review further recognized that the impacts associated with temporary power and third-party inspection services were influenced by multiple contributing factors, some attributable to project conditions outside the contractor's control and others associated with project execution and concurrent activities. Because these impacts were not always capable of precise allocation, the project management team and HPTJV utilized available documentation, project records, and professional judgment to develop a negotiated settlement that reasonably reflects the Owner's share of responsibility.

Through this effort, the parties reached a negotiated value of $7,913,630, consisting of $2,891,001 for temporary construction power and $5,022,629 for third-party QC inspection impacts. This amount represents a reduction from the $15,156,083 requested on March 31, 2026 and the $9,765,030 remaining under consideration following HPTJV's May 27, 2026 response. The settlement excludes the previously asserted contingency and acceleration categories.

COST BASIS

The costs presented in this CCR were developed using a bottom-up, actual-cost-based methodology, supplemented by limited forecasting based on demonstrated project performance.

Key elements of the methodology include:

- Use of actual incurred costs derived from vendor invoices, timekeeping systems, and cost reports
- Activity-based cost coding to isolate impacts and prevent commingling with unrelated costs
- Quantification based on field logs and production records

- Forecasting based on recent run-rate averages and confirmed remaining durations
- Deduction of GMP allowances to ensure recovery is limited to net impacts

Temporary Construction Power

Costs are driven by duration and include generator equipment, fuel, distribution systems, labor for installation and maintenance, and conservative allowances for inefficiencies documented in the field.

Third-Party QC Inspections

Costs are based on actual third-party inspection invoices and reflect increased staffing levels, inspection hours, and duration of engagement. All costs are traceable to specific work phases and are supported by auditable documentation.

The costs included in this CCR are intentionally limited to direct impacts only. No contractor inefficiency costs related to inspection activities and no delay or disruption claims are included.

The negotiated amount represents a partial recovery of HPTJV's asserted impacts and reflects a balanced and conservative resolution based on the record reviewed by the parties.

FUNDING

The proposed CCR will be funded by the Owner's Contingency budget.

To date, $17,419,525 has been executed through Task Order Amendments, leaving a current balance of $38,580,475. However, after accounting for this CCR, projected future drawdowns and credits, the remaining contingency balance is estimated at $2,944,689.

Original Budget	Authorized to Date	Current Balance	Projected Draw Downs	Estimate at Completion	Remaining Balance
$56,000,000	$17,419,525	$38,580,475	$35,635,786	$53,055,311	$2,944,689

The conditions giving rise to this CCR were determined to be:

- Extraordinary and project-specific
- Driven by external factors and evolving project conditions
- Outside the risks reasonably covered by HPTJV's contingency at the time of GMP development

Use of Owner's Contingency for this CCR is therefore appropriate.

STAFF RECOMMENDATION

Approval of this CCR will:

- Formalize a collaboratively negotiated and validated resolution
- Compensate documented and unavoidable project impacts
- Support continued progress of the RPT Project under established contractual frameworks

The project management team has reviewed the entitlement considerations and cost basis supporting CCR-00094 and concludes that the negotiated amount represents a fair, reasonable, and supportable adjustment to the GMP and is in the best interest of the Authority.

Therefore, Staff seeks a recommendation from the Executive Committee to the Commission to approve CCR No. 00094 in the amount of $7,913,630 for Temporary Construction Power and Third-Party QC Inspection impacts and authorize a corresponding increase to HPTJV's GMP for the RPT Project, with no associated extension of contract time.

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 5, 2026
COMMITTEE PENDING ITEMS

Future	**Tentative Presentation**
1. Award of Contract - CGMP for Legacy Terminal Demolition	October 7, 2026

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Anyone Collective LLC)

This Amendment No. 2 ("Second Amendment") to the July 21, 2025 Professional Services Agreement ("Agreement") executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Anyone Collective LLC ("Consultant"), a California limited liability company, is dated August 17, 2026 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 provide the following professional services: FY 2026 airport marketing consulting, website maintenance, and media purchase services.

B. The parties executed a March 16, 2026 Amendment No. 1 ("First Amendment") to the Agreement to: (i) add Replacement Passenger Terminal website development and ad campaign services; (ii) increase the contract limit; (iii) extend the term; and (iv) update the federal requirements exhibit.

C. The parties desire to amend the Agreement to: (i) provide for FY 2027 general marketing and branding program services; and (ii) increase the contract limit.

NOW, THEREFORE, the parties agree as follows:

1. Amendment of Section 1. Section 1 (Definitions) of the Agreement is amended by amending Paragraphs (E) and (L), and by adding a new Paragraph (O), to read as follows:

"E. 'Contract Limit': $2,555,000 (inclusive of commission for media spends).

L. 'Services': the tasks set forth in the Proposal, Supplemental Proposal No. 1, and Supplemental Proposal No. 2.

O. 'Supplemental Proposal No. 2': Consultant's July 23, 2026 proposal attached as Exhibit A-2."

2. Addition of Section 19. The Agreement is amended by adding a new Section 19 to read as follows:

"**19. Task Orders.** Consultant shall perform Services in the "B2B Airline Marketing, Content Creation, Design and Executions Collaborative Meetings, Associated Travel" category of Supplemental Proposal No. 2 on a Task Order basis. The cumulative value of such Task Orders shall not exceed $275,000. The Executive Director may approve such Task Orders without further Commission action."

3. Addition of Exhibit A-2. The attached Exhibit A-2 is incorporated into the Agreement by reference.

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

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

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

Anyone Collective LLC

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

Burbank-Glendale-Pasadena Airport Authority

Tyron Hampton, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A-2
Supplemental Proposal No. 2

(attached)

ANYONE™

Hollywood Burbank Airport

Hollywood Burbank Airport
FY27 Proposal – JULY 2026 – JUNE 2027

July 23, 2026

To: John Hatanaka, Kathy David, Nerissa Sugars
From: Anyone™ Collective
Date: July 23, 2026
SUBJECT: FY27 Proposal
PROPOSAL ID: 260723-GSa

Dear John and Nerissa,

Please find attached the proposal for the working relationship between Hollywood Burbank Airport and Anyone™ Collective on the FY27 Advertising & Marketing Strategy. This proposal outlines deliverables for FY27, as well as estimated pricing for each.

We are thrilled to have the opportunity to continue to work with Airport staff to help grow the Airport and its business. The entire Anyone™ team is very excited and we look forward to continuing our journey together, especially focusing on the new terminal launch, while expressing the same great convenience to the public.

As always, our partnership with Hollywood Burbank Airport is important to us, and we cannot wait to get started on FY27.

Simply put, we believe the work we've done together in previous years has built the proper foundation to pick up where we left off. We are very ready to do so. Thank you again for the opportunity!

Please let us know if you have any questions or comments.

We look forward to speaking with you soon.

Anyone™ Team

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Project Summary - Scope of Work

Overview

Anyone™ Collective LLC (hereafter, “Anyone™”) will provide the Burbank-Glendale-Pasadena Airport Authority (hereafter, “Client”) in reference to Hollywood Burbank Airport (hereafter “Hollywood Burbank Airport”) with a Branding, Marketing, and Advertising Package to include multiple assets necessary for the successful implementation of marketing goals for Hollywood Burbank Airport.

Professional Services Agreement

Client hereby engages Anyone™, with a mailing address of 99 Pasadena Avenue, Suite One, South Pasadena, CA 91030, for the purpose of performing the services necessary to execute a Branding, Marketing, and Advertising Package (hereafter, “Services”) for Hollywood Burbank Airport.

FY27: Introduction

With the launch of the new terminal, the goal of FY27 is to continue to expand and strengthen the new brand to ensure continued growth for the Airport. In FY27, the focus will be to show measured growth for the new Hollywood Burbank Airport brand, and roll out the new identity everywhere.

Utilizing the most current data and facts, we can ensure all branding, advertising, and marketing efforts are in line with modern trends and technologies and continue pushing for more awareness of Hollywood Burbank Airport. Our efforts in FY27 will keep us on trend with the current market and provide clear and thoughtful direction to build a strategy that encourages more business for the Airport from both a consumer and airline perspective. In FY27, we will focus on both B2C (Business to Customer) and B2B (Business to Business) marketing and branding efforts. In addition to this upcoming fiscal year we are preparing awareness and informative communication efforts based on any unforeseen crisis so we can be prepared to create and identify communications that would be necessary to communicate on behalf of the airport, the airlines, and travelers.

Through strategically designed, hyper-targeted, measurable campaigns to encourage greater engagement from passengers and airlines alike. Anyone™ will explore creative ways to connect with and speak to new and existing customers through the Airport’s updated brand voice.

FY27 will provide continued support to Hollywood Burbank Airport for the successful implementation of its rebranding and marketing goals, which includes, but is not limited to, the following:

- New terminal launch marketing push, expressing the same convenience that the public knows and loves.
- Increase passenger levels.
- Build upon Airline Marketing, and overall marketing, advertising, and branding efforts.
- Continue establishing the Airport as one of the premier boutique airports in the U.S.

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- Provide the Airport with a geographic identity that speaks to the local community, to passengers east of the Rockies, and to select region-specific targets throughout the U.S.
- Grow and expand the current target demographics via new strategies and creative campaign directions.
- Create fresh and new campaigns, such as season-specific and audience-specific advertising to generate a new wave of consumer awareness and deliver new information to our existing consumer base.
- Provide detailed analytics for every campaign in order to adjust and pivot whenever necessary to ensure the highest level of performance for each and every deliverable.
- Focus on targeting new airlines, new flights and routes, and positioning Hollywood Burbank Airport as Southern California's most convenient airport.

FY27 Includes:

1. FY27 Target Strategy Overview

The following strategy breakdown is a continuation of the strategies set in place from previous years. In FY27, we define the prioritized target markets and consumers, including B2B, B2C, and airline marketing. The goal is to continue to build on the investment made in prior years and identify new markets and new creative directions—all in collaboration between Airport staff and agency. This team approach will ensure that we stay with current branding and messaging trends and utilize critical insights from the Airport to build creative campaigns that will bring new consumers and drive customer engagement.

Strategy Breakdown

A. Hyper-targeted Creative and Messaging
   - Leisure and business travelers creative and messaging
   - Bleisure traveler creative and messaging
   - Seasonally-focused campaign targets, creative, and messaging
   - Geographically-focused campaign targets, creative, and messaging

B. Calls-to-action and Engagements
   - Airport key benefits (i.e. new terminal, same convenience, transportation center, rental car, parking, amenities, new airlines, new routes, key air service partnerships, etc.)
   - Digital drivers/touch points: Engage target audiences through digital advertising and social media channels.
   - Incentives: Drive new engagement through incentives (i.e. targeted events, giveaways, contests, usage of collected customer data through email marketing, etc.)

C. Digital Content Creation and Touch Points
   - Influencer Campaigns: Content will be geared towards travelers nationwide with stories that drive awareness to Hollywood Burbank Airport.

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- Seek the creation of co-opportunities (i.e. Co-branded sponsorships and advertising.)
- Content contributors will include staff, commissioners, air carrier representatives, and other key Airport stakeholders.

D. Airline Marketing Target Strategy
- Utilize targeted brand messaging to support airline marketing efforts.
- Continue to grow the strategy that focuses on airline marketing to support the B2B development for the airport.
- Work with Airport staff to create airline marketing-targeted materials, including collateral, deck presentation templates, custom presentations, B2B-focused web portal.
- Join Airport staff to attend airline marketing-focused meetings with industry executives, airlines, etc.
- Continue to create and expand upon co-branded marketing and advertising opportunities in collaboration with Airport staff.

In previous years, Anyone™ provided plans for effective execution of initial campaigns for Hollywood Burbank Airport along with a projected plan for future placements. In FY27, analytics gathered from the initial campaigns combined with continued exploration in marketing and advertising research will inform an updated plan that details targets, defines messaging, and determines the appropriate creative direction for branding materials. Our overall digital plan will leverage our true partnership with the Airport and will incorporate collaborations with staff.

2. Brand Creative Campaign

The initial creative strategy for Hollywood Burbank Airport will be focused on launching the new brand, the new terminal, and the new website. As campaigns and brand awareness evolved, Anyone™ diversified the strategy and reshaped messaging and campaigns around specific benefits, locations, and types of travelers. By continuing to use custom targeting techniques and custom messaging, engagement will continue to grow over a large base of qualified demographics.

Anyone™ will continue to incorporate calls-to-action (CTAs) that promote direct engagement to drive conversions. In FY27, Anyone™ will add new social/digital targets that will drive and grow the Airport's target audience and encourage repeat engagements, as well as explore influencer collaborations.

Deliverables include individual creative campaigns for each of the established campaign targets and their placement within the context of the new marketing plan. A minimum of two (2) concepts per campaign will be created with supporting graphics. All concepts, regardless of target or campaign, will continue to utilize branding elements so that Hollywood Burbank Airport continues to reinforce its cohesive look and feel. The initial creative direction has been selected and approved by Airport staff, Anyone™ will apply the creative to all the deliverables determined in the marketing plan.

- Anyone™ will utilize analytics gathered during previous years to determine an appropriate creative direction for FY27.
- Advertising will focus on three geographic areas and B2B:
  - Local (Southern California)

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    - Regional (select out-of-state targets)
    - East of the Rockies
    - B2B (Airline Marketing)
- Anyone™ will create hero graphics that will define the artwork for the deliverables. Below is a list of potential deliverables to be included; final deliverables will be determined after the strategy is developed:
    - Magazines
    - Local Ads
    - Digital Advertising
    - Social Media Community Management Content

- Anyone™ will subcategorize travelers and target each individual subcategory with unique campaigns via programmatic and social media advertising:
    - Create three to six (3–6) campaigns per subcategory for a maximum of twenty-four (24) total.
    - Entice target consumers with a call-to-action OR a click engagement to “find out more information” on any benefit or service being advertised.

3. Creative Deliverables

3a. Advertising Campaigns

Using the final creative campaign assets from Deliverable 2; with combined research garnered in previous years combined with updated new research; and long-standing relationships with media distributors, Anyone™ will evaluate marketing and advertising mediums to build a multi-platform media plan that provides the highest impact with the lowest budget. The key focus for FY27 is to create custom-targeted messaging spread across the established target demographics, to define calls-to-action for engagement with new potential customers, and to continue growing awareness of the Airport’s brand and location.

The goal of these deliverables is to promote new terminal and its quality, friendly service, and convenience in an innovative and tangible way. Competitive, attention-grabbing collateral will stand out in a saturated market, engaging customers via strategic placements in areas that will reach target prospects.

The execution of print and digital deliverables is for placement only. Media buying is estimated separately. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport’s overall spend, which will be determined by Hollywood Burbank Airport. The recommended spend is identified in this estimate.

3b. Social Media Advertising

Anyone™ will continue to design and develop the overall digital marketing and social media strategy for Hollywood Burbank Airport in FY27. The goal of the digital marketing and social media strategy will be to continue to create awareness for Hollywood Burbank Airport. This will include existing and new customers for the Airport. Quarterly progress reports will be developed so that analytics and data can help define the KPI’s (Key Performance Indicators and ROI) for

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each campaign. Again, Anyone™ will collaborate with Airport staff in the development of this plan and on all final deliverables.

Anyone™ will create new ads, featuring updated messaging and creative, to run across social platforms including Facebook, Instagram, Google AdWords, and custom communication platforms through co-op positioning and targeted touch points. The content campaigns will garner interest for Hollywood Burbank Airport to gain active followers, encourage engagement of customers, and ensure awareness of Hollywood Burbank Airport's features and benefits, including Airline Marketing. Content campaigns will include web and social banner ads, social media graphics, and re-skinning of social properties. Every campaign is to last for approximately thirty to sixty (30–60) days and will update consistently to reflect changes in seasonality, performance, and targets as needed.

3c. Community Management—Up to 60 hours/month

In collaboration with Airport staff review, Anyone™ will continue community management efforts for the Airport throughout FY27, engaging with a concerted focus on all travel segments ie: Business, Leisure and Bleisure, we can connect in real-time with the Airport's community. We will collaborate with Airport staff to create a monthly content schedule that defines that months goals and content.

- **Engaging:** The goal will be to keep the Airport's brand and personality consistent, while adapting to social media trends and content.
- **Moderating:** Anyone™ will work proactively with Airport staff to manage the Airport's online reputation by keeping all social profiles clear from spam.
- **Measuring:** By monitoring, engaging, and moderating, we will have a better sense of how the social community perceives the brand, identify areas for improvement, and work to refine the Airport's presence. Anyone™ will pinpoint which channels our audiences are most active on and where we can satisfy primary objectives—whether it's building brand awareness, pushing traffic to the website, or simply maintaining the Airport's reputation and integrity.

3d. Website Maintenance: Up to 10 hours/month - hollywoodburbankairport.com

As the Airport's business evolves and grows, it is important to have a website that is dynamic and evolves as needed over time, inclusive of all content and functionality. Anyone™ will provide the following website maintenance services:

- **Platform/CMS Maintenance**
  - Ongoing maintenance and updating all website plugins, themes, and technologies
  - Cloud backup of website on a weekly basis
  - Constant uptime monitoring to ensure site accessibility
  - Ensuring that the site core is running on the latest security technologies, avoiding outdated software that can contain vulnerabilities
  - XML sitemap monitoring to ensure crawl-ability and index-ability by all major engines
  - Meta description updates for consistent snippets in search engine results
  - Optimization of page titles and copy headlines for SEO
  - Regular malware monitoring and removal
  - Deployment of Google Analytics across all pages for accurate usage and audience statistics
  - Ensuring all SSL (secure sockets layer) certificates are up-to-date

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- **Content Maintenance**
  - Adding, swapping, or editing new and existing photos and graphics for the website
  - Adding, editing, or removing copy on the existing site including articles, reports, contact information, or service/amenity descriptions
  - Expansion or deletion of links within website navigation panels

4. Media Planning & Buying

Media planning and buying involves elements of strategy, negotiations, and purchasing. For social media purchases Anyone™ is required to pay campaign budgets in advance (this is known as ad buys). When planning the inventory to purchase, planners must take into consideration the product being advertised, target audience, and campaign goals.

Anyone™ will strategize, negotiate, purchase, and monitor advertising space on behalf of the Client. Anyone™ will strive to connect with the highest number of people in the approved target audiences at the lowest cost whenever possible.

1. Media—Digital: Budget will allow a consistent buy of programmatic digital ads to be placed month-to-month as part as Anyone™'s continuous digital plan.
2. Media—Print: Budget will allow for smaller local print publications to be supported during certain months, while larger distribution airline publications will be selected and ads placed according to the allocated budget.
3. Media—Social: Budget will play a large role in connecting Anyone™'s specific messaging to potential travelers within all newly created subcategories.

Upon approval, Anyone™ will create a complete media budget. For the purposes of this proposal and based on Anyone™'s media buying and planning experience, Anyone™ will provide a budget range that includes a suggested amount for the remainder of the current fiscal year—beginning July 1, 2026 and ending June 30, 2027.

Media buy dollars are estimated separately from the amortized payment plan hours. Anyone™ will receive an industry standard 20% commission based on Hollywood Burbank Airport's overall media spend, which is included in the pricing below.

5. FY27 Marketing and Advertising SOW Ongoing Brand Support

Anyone™ will provide continued ongoing brand support as described in the pricing grid under Marketing and Advertising SOW (Scope of Work). The pricing is based on a blended rate of creative hours, account management hours, and production execution hours.

This plan will go into effect upon approval of the budget with a target start date of July 1, 2026.

Ongoing brand support hours are based on a blended, creative, and administrative hourly rate of $275/hr.

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Proposed Amendment No. 2

FY27 Strategic Development - Creative Services	
1. Strategy/Plan Including Airline Marketing (B2B)	$30,000.00
2. Quarterly Reporting—Progress Report and Analytics Review	$20,000.00
Strategic Development Subtotal:	**$50,000.00**
FY27 Marketing and Advertising SOW Ongoing Brand Support - Creative Services	
1. Campaign Creation and Executions	$400,000.00
2. Content Creation Digital	
3. Content Creation Print	
4. Content Creation—Events, Presentations, Meetings	
5. Website Updates and Content Creation	
6. Messaging & Copywriting	
7. Social Media Content Creation All Platforms	
8. Print Media Content Creation All Platforms	
10. Creative Design, Art Direction, and Graphic Development	
Ongoing Brand Support - 12 Months Subtotal:	**$400,000.00**
FY27 Advertising/Media Plan/Ad Buying/Promotions	
1. Digital Advertising—Consumer Target—Google AdWords	$60,000.00
2. Print Advertising—Consumer Target	$60,000.00
3. Social Media Advertising/Community Management—Consumer Target —Facebook, Instagram	$90,000.00
Advertising - 12 MonthsSubtotal:	**$210,000.00**
Website Maintenance	
4. Maintenance of www.hollywoodburbankairport.com	$40,000.00
5. Maintenance of www.elevatebur.com	$10,000
Website Subtotal:	**$50,000.00**
Task Orders	
6. B2B Airline Marketing Content Creation, Design, and Executions Collaborative Meetings, Associated Travel	$275,000.00
Task Orders Subtotal:	**$275,000.00**
FY 2027 Grand Total:	**$985,000.00**

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NOTE: Monthly totals may vary per month depending on the campaign strategy development, in other words more budget may be allocated to a different month making one month total budget spend higher and another month total budget spend lower. The spend will never exceed the total allotted media buy budget.

6. Fee Schedule

Upon budget approval the Anyone™ team will provide a recommended fee schedule that will eliminate confusion and make the billing portion of this estimate easy to consume.

7. Timeline & Milestones

Anyone™ understands the pace and project flow may vary based on the Client's needs. Upon approval of this agreement, Anyone™ will be the Client's agency of record for a twelve (12)-month period. A complete milestone calendar will be created upon approval. Anyone™ would recommend a budget review in 6 months for the fiscal year FY27.

Execution Milestones

1. Strategic Airline Marketing FY27 Advertising/Marketing
2. Brand Creative Campaign and Vision
3. Print & Digital Media Campaign
4. Social Media Campaigns/Community Management
5. Website Maintenance
6. Media Planning/Buying
7. Airline Marketing (B2B) Strategic Planning
8. Airline Marketing (B2B) Executions
9. Analytics and Reporting

Project Management: *Projects can occur simultaneously. Once approved, a digital project management software will be implemented to assist in overall project management and communications between appointed Client and Anyone™.*

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APPENDIX D

BURBANK WATER AND POWER
Electrical Interconnection and Metering Agreement
for Solar Electric Generating Facilities and/or Battery Energy Storage Systems

This Electrical Interconnection Agreement for Net Energy Metering from Solar Electric Generating Facility and/or Battery Energy Storage System (this "Agreement") is made and entered into this ___ day of _____, 20__, by and between _____ ("Customer") and the City of Burbank, through its Burbank Water and Power (BWP), referred to collectively as "Parties" or individually as "Party."

The Parties agree as follows:

Section 1. Applicability and Definitions

This Agreement provides the requirements for Customer to interconnect and operate Solar Electric Generating Facilities (SEG) (Interconnection Type A) or stand-alone Battery Energy Storage Systems (BESS) of up to 1.0 MW (Interconnection Type C) or combination of both SEG and BESS (Interconnection Type B) onsite at a Customers' premises in parallel with the BWP Distribution System in order to serve a portion or all of the Customer's electrical loads. The term "BWP Distribution System" means all electrical wires, wires, equipment, and other facilities owned or provided by BWP other than customer-owned interconnection facilities, by which BWP provides electrical distribution service to its customers, including the Customer. Net Metering is applicable only to customers who satisfy all requirements of the definition of an "Eligible Customer-Generator" as set forth in Section 2827 of the California Public Utilities Code on the effective date of this Agreement (such customers that satisfy all such requirements, referred to herein as "Net Metering Customer"). SEG capacity shall be limited to a maximum of 100% of the customer's consumption for a full twelve-month period immediately prior to the execution of this Agreement. BESS when combined with SEG shall be rated as close to the SEG kW rating as standard battery sizes permit but not to exceed 150% of the SEG kW rating. BESS stand-alone systems size are limited by the rating of utility equipment serving the customer's premises and will NOT BE PERMITTED TO EXPORT energy to the BWP Distribution System.

Section 2. Description of Solar Electric Generating Facility or Battery Energy Storage System or Both

Customer can elect to interconnect and operate a solar electric generating facility or a battery energy storage system or both located on Customer's owned, leased or rented premises within the City of Burbank and operate it in parallel with BWP's electric grid, so long as such interconnection and operation complies with all conditions and requirements set forth in this Agreement. Customer represents that these facilities are intended primarily to offset all or part of the Customer's own electrical requirements.

2.1 The Facility shall consist of photovoltaic electricity-generating modules, a battery energy storage system (if Interconnection Type B or C is selected below), electrical controls, an inverter, automatic disconnect(s), manual disconnect(s), and wiring to connect all of the above to BWP's electricity distribution system at BWP's meter.

2.2 Interconnection Type

Please select applicable Interconnection Type

A.	Solar Electric Generating Facility Only	☒
B.	Solar Electric Generating Facility and Battery Energy Storage System	☐
C.	Battery Energy Storage System Only	☐

2.3 Solar Electric Generating System Size (CEC AC kilowatts)
348.14 kW

2.4 Expected Annual Generation from Solar Generating Facility:
657,400 kWh

The most recent 12 months of energy consumption shall be used to determine the proper size of the photovoltaic system which should not exceed customer's prior 12 months of consumption.

2.5 Battery Energy Storage System Rated Output
N/A kW

2.6 Battery Energy Storage System Rated Capacity:
N/A kWh

2.7 Inverter Manufacturer and Model Number
Chint Power Systems / SCA50KTL-DO/US-480

2.8 Inverter Rating (kW_{AC}) (Total kW where Facility consists of more than one inverter)
300 kWAC

2.9 DC Source Rating (kW_{DC}) (Total kW where Facility consists of more than one inverter)
375.15 kWDC

2.10 Facility Address:

2827 N Hollywood Way, Burbank CA

2.11 Customer's Phone Numbers

Home ( ) _____ Cell ( ) _____

Work ( ) _____

2.12 The Facility expects to begin operation on or about this date: 8/24/2026

2.13 Specific location of lockable and utility accessible Inverter, A/C disconnection devices and so forth located conspicuously on the property:
Terminal D roof and electric room. Additionally, South Substation yard

_____

2.14 BWP Utility Account Number: 8362176568

Section 3. Facility Operation

3.1 Customer shall construct, design, install, operate, and maintain the Facility in a manner consistent with the normal and safe operation of the electrical distribution system owned and operated by BWP and consistent with the terms of this Agreement.

3.2 Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in BWP's Rules and Regulations for Utility Service, as now in effect or as the same may be amended from time to time (the "Rules"). Any conflict between this Agreement and Rules will be governed by the terms of the Rules.

Section 4. Billing and Credits for Net Energy Generation – Interconnection Types A and B

4.1 Customer shall be billed for electrical service and credited for net energy generation, if any, as provided in Section 2827 of the California Public Utilities Code.

4.2 Customer may elect to either receive annual payment from BWP for any net energy generation under the terms and conditions set forth in Assembly Bill 920 of 2009 or Customer may elect for any kWh credit to roll over indefinitely.

Section 5. Interruption or Reduction of Deliveries

5.1 BWP shall not be obligated to accept, and BWP may require Customer to interrupt or reduce, deliveries of energy to BWP:

(a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of BWP's equipment or part of BWP's Distribution System; or

(b) if BWP determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of an emergency, forced outage, Force Majeure, or compliance with prudent electrical practices.

5.2 Notwithstanding any other provision of this Agreement, if at any time BWP, in its sole discretion, determines that the Facility may endanger BWP personnel or members of the general public, or that the continued operation of the Facility may impair or otherwise negatively affect the integrity of BWP's Distribution System, BWP shall have the right to disconnect the Facility from BWP's Distribution System.

5.3 The Facility shall remain disconnected until such time as BWP is satisfied that the condition(s) referenced in Section 5.2 have been corrected, and BWP shall not be obligated to compensate Customer for any loss of generation or energy during any and all periods of such disconnection.

5.4 Customer SEG, BESS or combination of both, may automatically reconnect its Facility to the BWP Grid after normal power restoration following an outage and/or interruption without notifying BWP, provided that the SEG,BESS or combination of both ensures that these systems are anti-islanding compliant in accordance with the current releases of IEEE 1547, and UL 1741. BWP reserves the right to require that the Customer's system does not automatically reconnect if BWP notifies Customer in advance that there is a reasonable possibility that reconnection would pose a safety hazard.

5.5 If BWP has disconnected Service to the Facility or has notified Customer that reconnection may pose a safety hazard, Customer may call BWP at (818) 238-3582 to request authorization to reconnect the Facility.

Section 6. Interconnection

6.1 Customer shall not connect the Facility, or any portion of it, to BWP's distribution system, until written approval of the Facility has been given to Customer by BWP.

6.2 Customer shall deliver energy from the Facility to BWP at BWP's meter located on Customer's premises. **(Applicable to Interconnection Types A and B only).**

6.3 Customer, and not BWP, shall be solely responsible for all legal, regulatory and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, regulations, and electrical codes.

6.4 BWP shall own, operate and maintain on Customer's premises a net revenue meter capable of registering the flow of electricity in two directions. If the existing Customer electrical revenue meter is not capable of measuring the flow of electricity in two directions, BWP shall purchase and install such a meter. **(Applicable to Interconnection Types A and B only).**

6.5 BWP shall own, operate and maintain on Customer's premises a Solar Performance meter capable of measuring power quality and solar output and automatically reporting this information to BWP. The Solar Performance meter panel and meter must be installed prior to interconnection of the Facility to BWP's distribution system. **(Applicable to Interconnection Types A and B only).**

6.6 BWP shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Facility. Customer shall notify BWP at least five (5) working days prior to such inspection.

Section 7. Design Requirements

7.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with BWP's distribution equipment, shall be designed, installed, constructed, operated, and maintained in compliance with this Agreement.

7.2 The Facility shall conform to all applicable safety and performance standards established by the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), accredited testing laboratories such as Underwriters Laboratories, and applicable building codes.

7.3 The Facility shall meet the following specific design requirements:

(a) It shall automatically detect and isolate from the BWP source without any intentional delay within five cycles under the following conditions:

i. Overvoltage +5 percent above the nominal AC supply

ii. Undervoltage -5 percent below the nominal AC supply

iii. Overfrequency +1 Hz above 60 Hz on AC supply

iv. Underfrequency -1 Hz below 60 Hz on AC supply

v. AC overcurrent relay, circuit breaker, or internal fusing that will operate when the AC current is greater than the full load current.

(b) Inverter output distortion shall meet IEEE 519 standards.

(c) In the event of inverter control failure, the DC contactor must return to the normally open condition.

(d) A lockable and accessible disconnect switch acceptable to BWP must be clearly labeled as described in the National Electric Code (NEC) and conspicuously located

shall be provided and maintained by Customer. The location of the disconnect switch shall be as described in Section 2.13.

(e) The Facility and subcomponents must be tested for islanding in conformance with current releases of IEEE 1547 and UL 1741 and the test result confirmed in writing by BWP.

(f) The Facility shall be equipped with a lightning surge arrestor, if required by the City's Building Official.

(g) The circuit and breaker feeding the inverter must be clearly identified inside the electrical main or sub-panel as described in the NEC.

Section 8. Battery Energy Storage System Requirements

The following requirements are applicable to "Battery Energy Storage Systems".

8.1 Customer must provide one of the following:

(a) Proof that battery storage is designed and built to store energy produced by the solar electric generating facility only. Battery storage system CANNOT be charged by the grid. (Interconnection Type B)

(b) Non-Export Protective device. (Interconnection Type C only)

8.2 Total aggregate Inverter/Battery storage system rating for Facilities with more than one inverter must not exceed 150% of the solar generating system's CEC-AC kW rating.

8.3 The BESS shall be sized such that the Customer does not exceed its installed service size (Ampere rating).

Section 9. Non-Export Requirements for "Battery Energy Storage Systems Only"

The following requirements are applicable to "Battery Energy Storage Systems Only".

9.1 A reverse-power protection device must be installed.

9.2 The connected inverter must be certified as non-islanding, and incidental export of power must be limited by the design of the interconnection.

9.3 Inadvertent Export:
Inadvertent export is a situation where the customer's load drops unexpectedly, and the on-site generation or battery cannot ramp down quickly enough to adjust to the new load. In this situation there may be a few seconds of production that cannot be used on-site because the load is no longer there. In those situations, the ability to deal with inadvertent exports for those few seconds is critical for maintaining the balance of the system. In

these situations, the battery system functions as a non-exporting system, but the ability to inadvertently exports in these rare occasions provides the customer with the ability to install systems that help them manage their on-site needs more effectively and potentially reduce the stress on the system.
BWP will permit inadvertent export provided that the export of real power from the small generating facility in any single event for a duration exceeding 30 seconds and of a magnitude no more than the generating facility's gross nameplate rating multiplied by 0.1 hours per day over a rolling 30-day period (e.g., for a 100 kVA gross nameplate BESS facility, the maximum energy allowed to be exported for a 30 day period is 300 kWh). Any export of energy under this section will not be credited to the customer's bill.

Section 10. Maintenance and Permits

10.1 Customer shall maintain the Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, the design requirements of Section 7 above.

10.2 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility. **Customer understands that this Agreement does not constitute a permit to construct or install the Facility and that a permit must be obtained from the Building Division of the City of Burbank.**

10.3 Customer shall reimburse BWP for any and all losses, damages, claims, penalties, or liability BWP incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility.

10.4 Customer shall submit to BWP any new modification for review and approval, prior to construction.

Section 11. Access to Premises

BWP may enter Customer's premises without prior notice to inspect, at all reasonable hours, the Facility's protective devices, to read or test any meter for the Facility, or to disconnect the Facility pursuant to Section 5 of this Agreement.

Section 12. Indemnity and Liability by Customer

Customer shall indemnify and hold the City Of Burbank ("City"), its directors, officers, agents and employees harmless against all loss, damage, expense and liability to third persons for injury to or death of persons or injury to property caused by or arising out of the design, construction, installation, ownership, maintenance, or operation of the Generating Facility, provided that Customer's indemnity obligation shall not apply to any loss, damage, expense or liability caused by or arising out of the sole negligence or willful misconduct of the City or its directors, officers,

agents and employees. Customer shall, upon the City's request, defend any suit asserting a claim covered by this indemnity.

Section 13. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement. BWP and the City shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. In the event the solar generating system is greater than 30 kW (CEC AC), such insurance shall, by endorsement to the policy or policies, provide for thirty (30) calendar days written notice to BWP prior to cancellation, termination, alteration, or material change of such insurance.

Section 14. Rates and Billing

14.1 Customer's otherwise applicable tariff (Rate Schedule) or "Rate Schedule" means the Rate Schedule in BWP's published Electric Rules and Regulations that would otherwise apply to Customer from time to time in the absence of this Agreement.

14.2 Customer is responsible for paying all charges in the applicable Rate Schedule including the minimum charge, service charge and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

14.3 The following are applicable to Interconnection Types A and B only:

a) All rates charged will be in accordance with Customer's otherwise applicable tariff (Rate Schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over the one-month billing period as described in Subsection 14.4 below.

b) The customer will be billed on a monthly basis. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to the Customer and the electricity generated by the Customer and fed back to the grid over a normal one-month billing period. At the end of each one-month billing period following the date of first interconnection, BWP shall determine if Customer was a net consumer or a net producer of electricity. In the event the electricity supplied by BWP during the one-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.

c) If Customer is a net energy consumer, BWP shall bill Customer for the net energy consumption during such billing period based on the Customer's otherwise applicable Rate Schedule and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement. If Customer elects, any excess

kilowatt-hours generated during the billing cycle and stored in the net meter, shall be carried over to the following billing period indefinitely or until the account is closed.

d) If Customer's Rate Schedule employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the applicable Rate Schedule. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at BWP's electric rate applicable to that specific time period.

e) If Customer's Rate Schedule employs tiered rates, any net monthly consumption of electricity shall be calculated according to the terms of the Rate Schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the cost of power to BWP during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as BWP would charge for electricity over the baseline quantity during that billing period.

f) BWP shall provide residential Customers with Solar Performance and Net Energy Metering consumption information on a monthly basis.

g) If Customer terminates service under this Agreement prior to the end of any calendar year period, BWP shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

Section 15. Governing Law

The laws of the State of California shall govern this Agreement.

Section 16. Amendment, Modifications or Waiver

Any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing.

Section 17. Notices

All written notices shall be directed as follows:

Burbank Water and Power
164 West Magnolia Blvd.
Burbank, California 91502

Customer: Customer's name and address as shown in Section 2.

Customer's notices to BWP pursuant to this Section must refer to the Facility Identification Number set forth in Section 2.

Section 18. Term of Agreement and Termination

18.1 This Agreement shall be in effect when signed by the Customer and BWP.

18.2 This Agreement shall remain in effect until terminated as provided herein. Upon termination, the Generating Facility shall be permanently disconnected from the BWP distribution system.

18.3 Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice to BWP.

18.4 BWP may terminate this Agreement for Customer's breach of any material term. BWP shall give thirty (30) days written notice of such termination to Customer. When necessary to protect the safety of its employees or the general public, notice of less than thirty days may be given, provided the notice period is reasonable under the circumstances.

Section 19. Assignment Prohibited

This Agreement is personal to Customer and may not be assigned without the written consent of BWP.

Section 20. Understanding

This Agreement contains the entire understanding between the Parties and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof. There are no other promises, terms, conditions, obligations, understandings, or agreements either written or oral between the Parties with respect to the subject matter hereof. Any amendment, alteration or modification to this Agreement shall be in writing and approved by both Parties.

Section 21. Successors and Assigns

This Agreement is and shall be binding on all successors and assigns of each of the Parties hereto without the necessity of any further documentation.

Section 22. Limitation on Liability

CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY OF BURBANK (INCLUDING ANY OF ITS DEPARTMENTS, EMPLOYEES, OFFICERS OR AGENTS) SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THE CITY OF BURBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Customer	**Burbank Water and Power**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

Hollywood Burbank Airport

Jacobs Challenging today. Reinventing tomorrow.

Executive Committee

Replacement Passenger Terminal (RPT)

Contractor Change Request (CCR 00094) Overview

Roger Johnson

Jacobs Project Management Co.

August 5, 2026

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Purpose and requested action

Briefing objectives

- Summarize the history of HPTJV's request
- Explain the temporary power and third-party QC impacts
- Describe the evaluation and negotiation process
- Present the negotiated value and funding source

Requested action

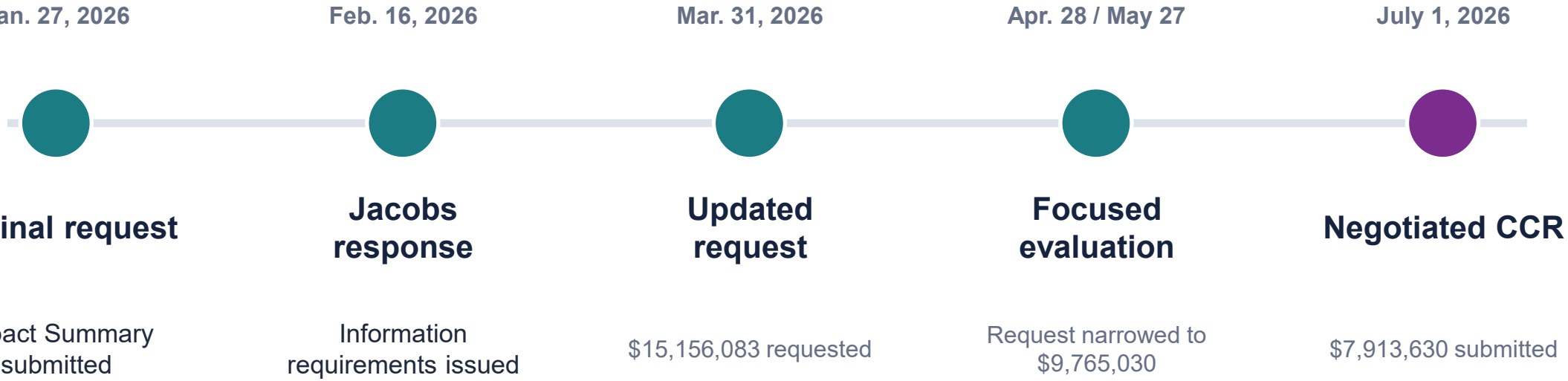
Recommend Commission approval of CCR-00094

Authorize the corresponding GMP adjustment based on the negotiated resolution.

Negotiated value: $7,913,630 | Contract time extension: None

Request and evaluation chronology

The request was narrowed through successive documentation reviews and negotiations.



Categories evaluated

HPTJV's March 31, 2026 request included five categories totaling $15,156,083.

Requested category	Amount	Evaluation outcome
Design-Builder and design contingency calculators	$1,493,680	Not advanced
Temporary power generation	$2,891,001	Advanced for negotiation
Third-party QC inspection overruns	$6,874,029	Advanced for negotiation
Area C acceleration and follow-on trade costs	$2,502,238	Not advanced
General acceleration benefiting the Project	$1,395,135	Not advanced

Only temporary construction power and third-party QC inspection impacts advanced to negotiated resolution.

Evaluation and negotiation framework

1 **Contractual basis**

Change-order basis and responsible party

2 **Foreseeability**

Could the condition reasonably have been anticipated?

3 **Causation**

Was the asserted condition linked to the cost?

4 **Concurrent factors**

Were contractor-controlled factors also present?

5 **Cost verification**

Were costs incurred, traceable and properly offset?

6 **Negotiated allocation**

What equitable value resolved the remaining uncertainty?

TEMP POWER BACKGROUND

RPT electrical demand outgrew the original power plan

Updated facility requirements and electrification standards materially changed the project's power needs.

Existing facilities

3.5 MW

Existing terminal and parking garage

2017 RPT estimate

+5 MVA

Capacity secured from the planned Ontario Substation

2022 RPT forecast

~17 MVA

Refined program plus updated EV-charging requirements

What changed in the 2022 analysis

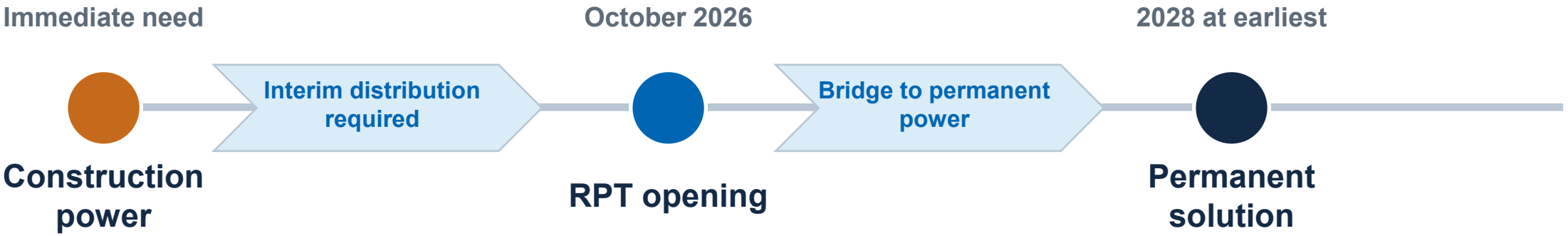
- More detailed definition of the terminal and supporting facilities
- Updated State and City electric-vehicle charging requirements
- Recognition that available utility power was also insufficient for long-term construction needs

Key takeaway

The updated RPT operating and construction requirements substantially exceeded the capacity secured under the original utility strategy.

A bridging power strategy was required

The project needed an interim solution between immediate construction demand, the October 2026 opening, and permanent power availability.



Interim distribution facilities

- Four distribution lines originating from the existing Ontario Substation
- Intended to replace generator-based construction power
- Support commissioning, startup and interim RPT operations

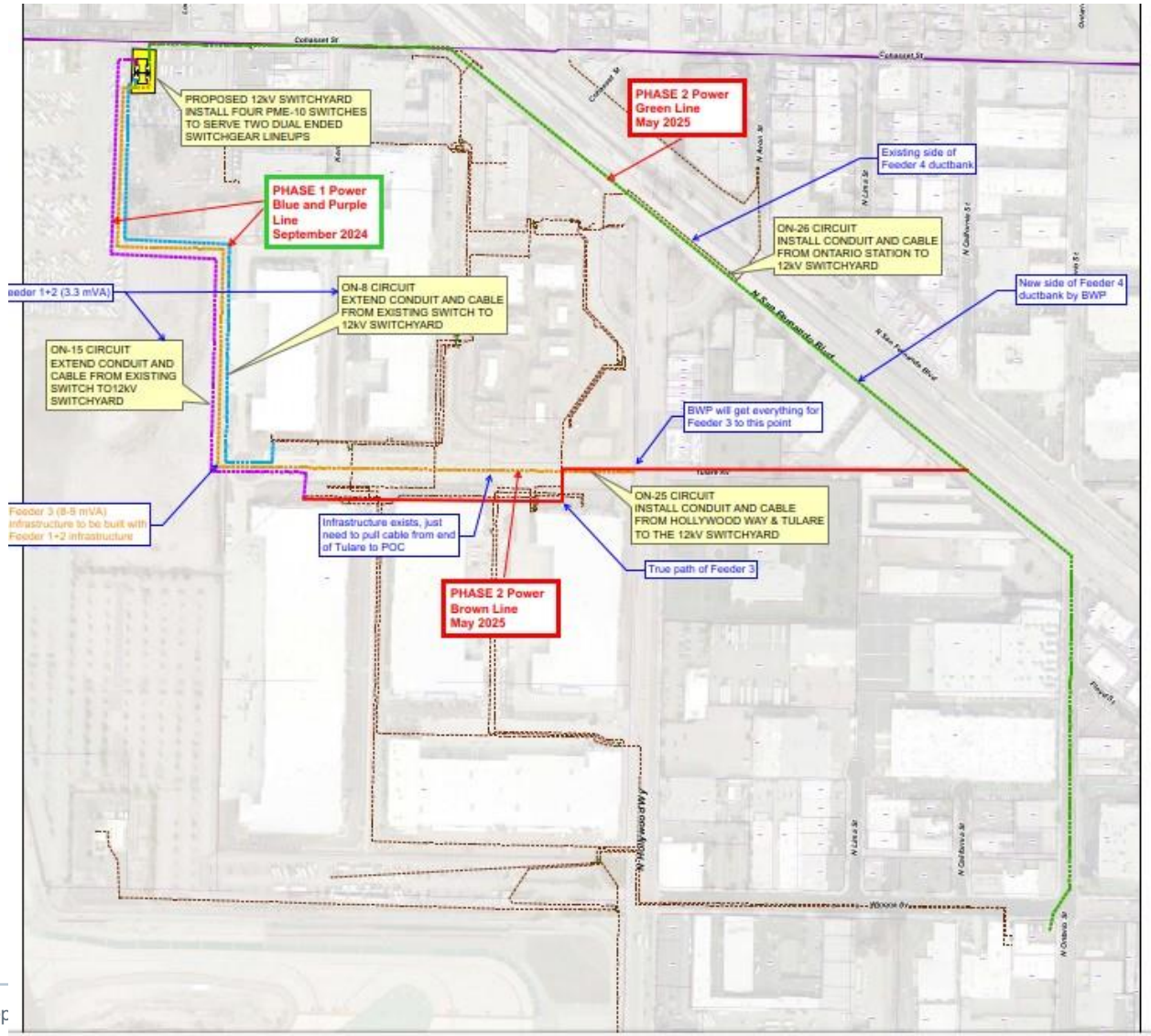
Permanent power strategy

- Customer and Community Substation alternatives evaluated
- Community Substation identified as the preferred alternative
- Adds redundancy and assigns long-term O&M and replacement responsibility to BWP

The interim system bridges the gap between construction needs, the October 2026 opening, and the permanent substation.

Construction power distribution | Off-site infrastructure

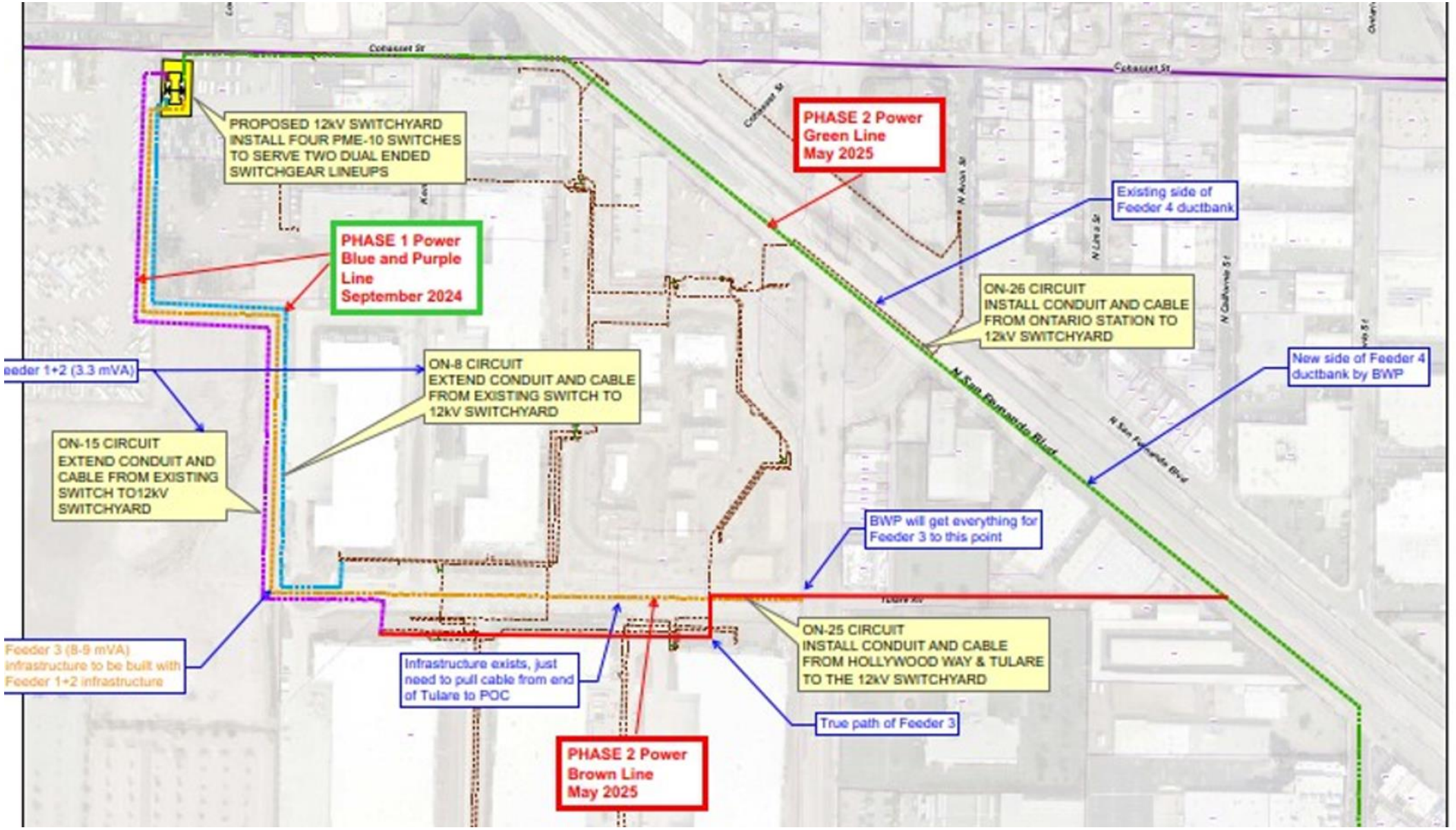
The utility solution required coordination beyond the project boundary.



Off-site distribution requirements

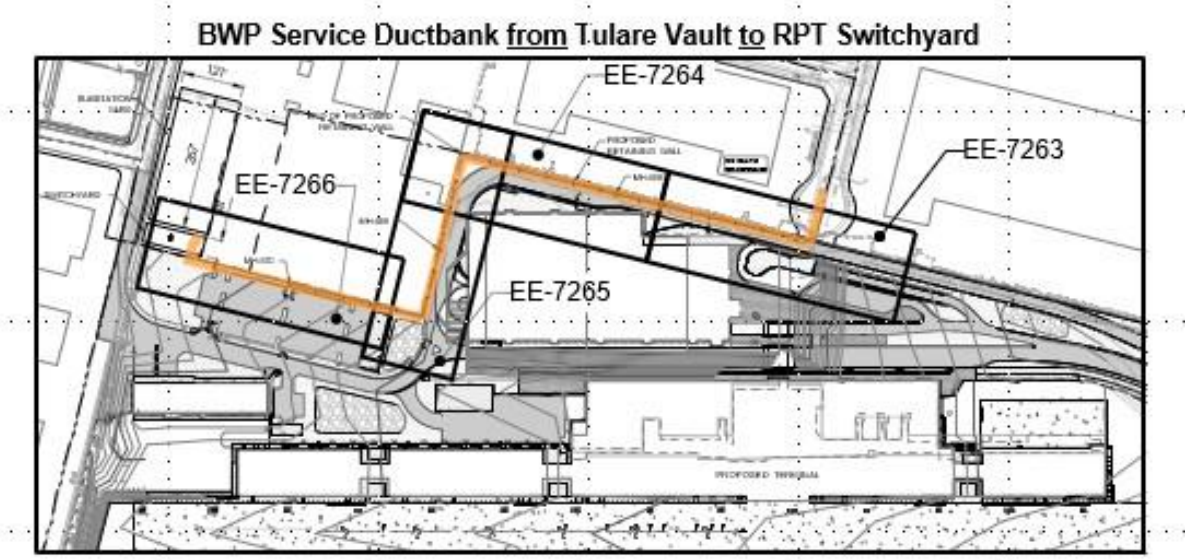
- BWP service depended on off-site substation and feeder infrastructure.
- The construction-power solution was interconnected with the program's long-term utility strategy.
- Availability was outside HPTJV's direct control.

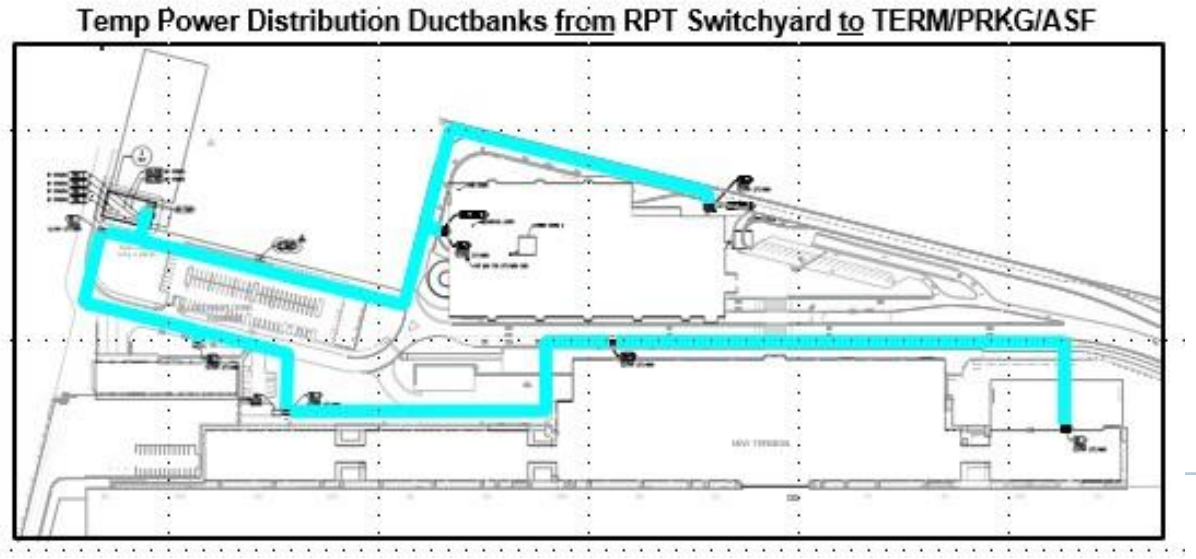
12kV Route - Temporary



Construction power distribution | On-Site infrastructure

Utility availability at one point did not immediately provide usable power across the site.

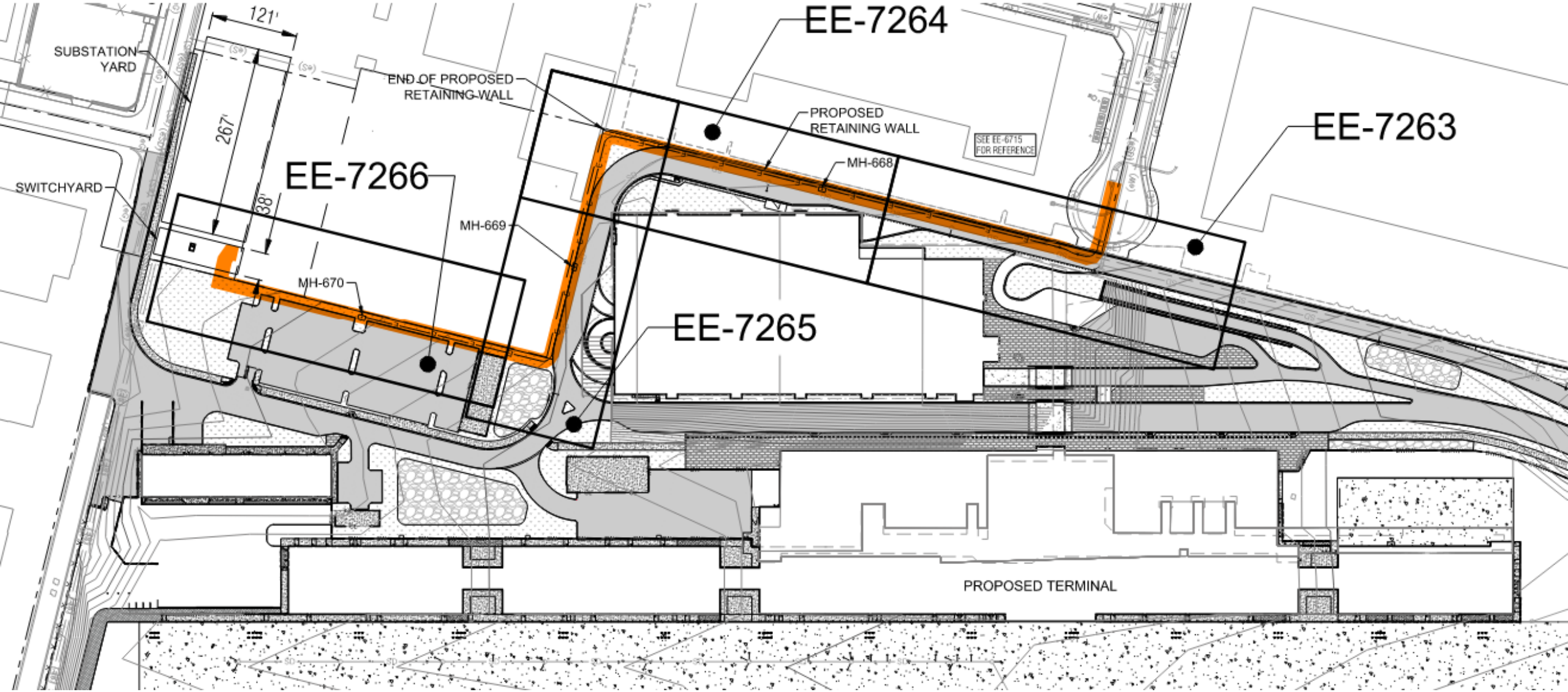




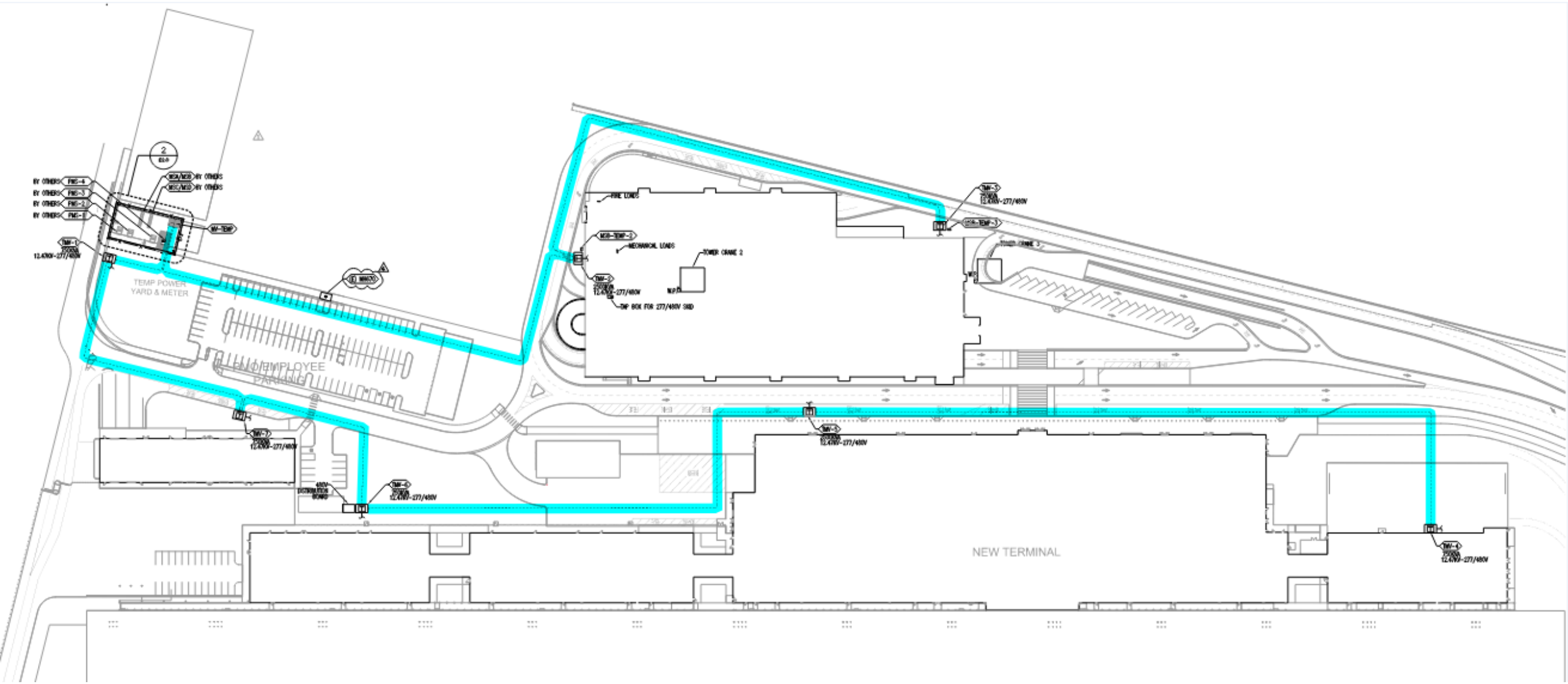
On-site distribution requirements

- Single utility connection point
- 49-acre project site
- Permanent duct banks and distribution needed
- Construction logistics and phasing constrained build-out

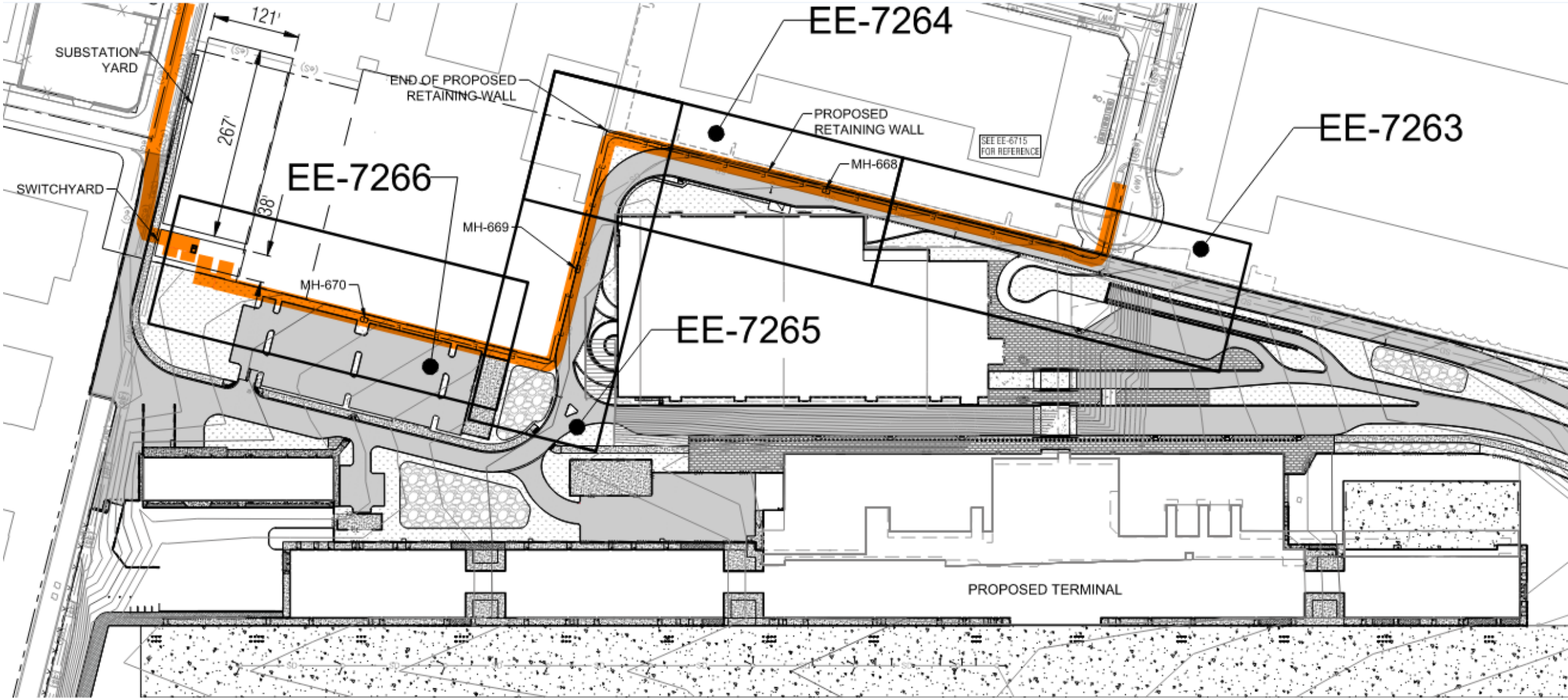
To Switchyard - Temporary



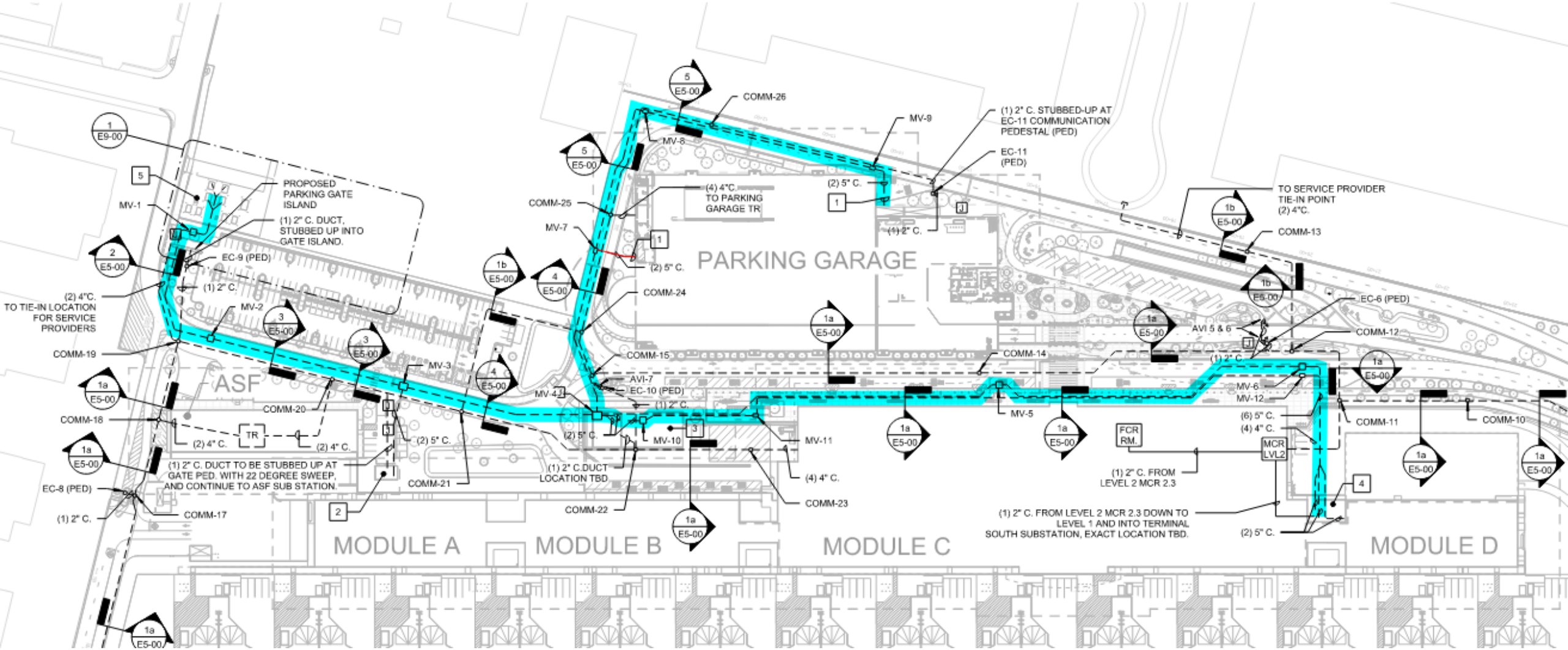
From Switch – Temporary



To Switchyard – Permanent



From Switch - Permanent



Temporary construction power context

Planned availability

July 15, 2024

Nearly one-year delay

Actual availability

July 2, 2025

Distribution build-out

Site-wide use

Generators continued

- Temporary utility power was delivered through a single connection point in the new permanent utility yard.
- Substantial permanent distribution infrastructure was needed before utility power could serve the full 49-acre site.
- The timing and configuration of utility service were dependent on external utility and site-distribution constraints.

Temporary power impacts

Generator lease and fuel

Extended rental, fueling, maintenance and movement

Site congestion

Generators and distribution equipment occupied constrained work areas

Operational interruptions

Power allocation, breaker trips and localized outages

Distribution labor

Installation, maintenance, relocation and troubleshooting

NEGOTIATED RESOLUTION

$2,891,001

Direct temporary-power impacts only
No additional contract time

The settlement reflects a negotiated allocation, not acceptance of every asserted cost element.

Third-party QC inspection context and impacts

Project characteristics

- Approximately $1.3 billion capital program
- Large and complex construction effort
- First use of Progressive Design-Build within the jurisdiction
- Highly sequenced, schedule-driven work

Resulting inspection environment

- Increased staffing and inspection frequency
- Longer engagement durations
- Near-continuous inspection presence
- Expanded coordination among inspection entities

Cost growth was driven primarily by the volume of inspection services, including staffing, hours and duration, not by increased unit rates.

Third-party QC settlement scope

Included in settlement

- Direct third-party inspection costs for RMA and OCI
- Increased staffing, hours and duration
- Documented costs through the negotiated cutoff
- Net impact after the GMP QC budget

Excluded from settlement

- Trade contractor inefficiencies
- Delay or disruption claims
- Area C acceleration
- General acceleration
- Future QC costs beyond the negotiated amount

Negotiated third-party QC value: $5,022,629

Negotiated resolution

The request was narrowed through entitlement review, open-book cost evaluation, and negotiation.

March 31 request
Five categories
$15,156,083

May 27 narrowed request
Two categories
$9,765,030

Final CCR-00094
Negotiated resolution
$7,913,630

Final negotiated scope

Temporary construction power — $2,891,001

Direct temporary-power impacts; no additional contract time

Third-party QC inspections — $5,022,629

Direct third-party inspection costs within the negotiated scope

Resolution terms

Funding source
Project Owner's Contingency

Unallocated balance after approval
$2,944,689

Contract time extension
None

Five requested categories were narrowed to two; unsupported costs, acceleration requests, and future projected QC costs were excluded.

Staff recommendation

Recommend that the Committee request the Commission to:

Approve CCR-00094

Authorize a corresponding GMP adjustment of $7,913,630. No additional contract time is requested.

- ✓ Formalizes a negotiated resolution
- ✓ Avoids continued dispute-resolution effort
- ✓ Resolves the two remaining impact categories
- ✓ Supports completion and closeout of the RPT Project

Questions

CCR-00094 | Temporary Power and Third-Party QC Inspection Impacts