



August 15, 2024

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

NOTICE is hereby given that a regular meeting of the Operations and Development Committee will be held on Monday, August 19, 2024, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

Dial In: (818) 862-3332

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, August 19, 2024
8:30 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.*



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.



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

AGENDA

Monday, August 19, 2024

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes

- a. July 15, 2024

[See page 1]

5. Items for Approval

- a. Protest Rejection and Contract Award
Waste Hauling and Recycling Services

[See page 3]

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission that it reject a protest by Athens Services and award a Waste Hauling and Recycling Services Agreement ("Agreement") to American Reclamation, Inc. ("American Reclamation"). The proposed Agreement will be for a two-year base period commencing October 1, 2024, and ending October 12, 2026, at a fixed price of \$15,104 monthly, excluding on-call as needed service pickups of 10 and 40-yard mixed waste containers located at the maintenance facility.

The proposed Agreement also includes an 18-month extension option, where the Authority may request that American Reclamation submit a proposal for performance of the services at the Replacement Passenger Terminal commencing October 13, 2026, and expiring on April 30, 2028. In the event of such request, the parties shall negotiate the change in American Reclamation's scope of work and compensation for the extension period at least 120 days in advance.

Subject to the recommendation from the Committee, this item has been placed on the Commission agenda for its meeting immediately following the Committee's meeting.

- b. Replacement Vehicle Acquisition Authorization

[See page 7]

The adopted FY 2025 budget includes appropriations to address the acquisition of ten vehicles in the aggregate amount of \$975,000. These appropriations include \$200,000 for an ARFF utility truck, which was originally approved for purchase in FY 2024 and was reprogrammed into FY 2025 due to the long lead time. That vehicle is anticipated to be delivered this November.

Staff recently became aware of the availability of three hybrid-engine Police Interceptor SUVs through a State-authorized government fleet vehicle retailer. The Authority's policy is that any acquisition in excess of \$75,000 requires Commission approval prior to execution of a contract. Due to this limitation, Staff has issued a Purchase Order in the amount of \$66,990.95 for just one of the available police vehicles.

Acquisition of replacement vehicles continues to be hampered by limited inventory of new fleet vehicles, supply chain issues, long lead times and the need to respond without delay when a purchase or pre-order opportunity arises. Staff is requesting an Operations and Development Committee ("Committee") recommendation to the Commission to authorize the issuance of future Purchase Orders, up to the \$975,000 appropriations limit, for the remaining two Police and six other department vehicles programmed for the FY 2025 budget. Subject to the recommendations of the Committee, this item has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

6. Items for Information

a. Committee Pending Items

[See page 9]

7. Adjournment

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

MONDAY, JULY 15, 2024

A regular meeting of the Operations and Development Committee was called to order this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 8:38 a.m., by Commissioner Hampton.

1. ROLL CALL

Present: Commissioners Hampton and Talamantes

Absent: None

Also Present: Staff: John Hatanaka, Senior Deputy Executive Director; Patrick Lammerding, Deputy Executive Director, Planning and Development

2. Approval of Agenda

Motion Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Hampton.

Motion Approved The agenda was approved (2-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. June 17, 2024 A draft copy of the June 17, 2024, Committee meeting minutes was included in the agenda packet for review and approval.

Motion Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Hampton.

Motion Approved There being no objection, the motion was approved (2-0).

5. Items for Approval

**a. Award of Contract
Janitorial Services**

Staff sought an Operations and Development Committee recommendation to the Commission to award a Janitorial Services Agreement to C&W Facility Services, Inc. for a 23-month period, commencing on November 1, 2024, and ending on October 12, 2026

Motion

Commissioner Talamantes moved approval; seconded by Commissioner Hampton.

Motion Approved

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

6. Items for Information

a. Committee Pending Items

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

7. Adjournment

There being no further business to discuss, the meeting was adjourned at 8:56 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 19, 2024**

**PROTEST REJECTION AND CONTRACT AWARD
WASTE HAULING AND RECYCLING SERVICES**

Presented by Stephanie Gunawan-Piraner
Director, Engineering and Maintenance

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission that it reject a protest by Athens Services ("Athens") and award a Waste Hauling and Recycling Services Agreement ("Agreement"), copy attached, to American Reclamation, Inc. ("American Reclamation"). The proposed Agreement will be for a two-year base period commencing October 1, 2024, and ending October 12, 2026, at a fixed price of \$15,104 monthly, excluding on-call as needed service pickups of 10 and 40-yard mixed waste containers located at the maintenance facility.

The proposed Agreement also includes an 18-month extension option, where the Authority may request that American Reclamation submit a proposal for performance of the services at the Replacement Passenger Terminal ("RPT") commencing October 13, 2026, and expiring on April 30, 2028. In the event of such request, the parties shall negotiate the change in American Reclamation's scope of work and compensation for the extension period at least 120 days in advance.

Subject to the recommendation from the Committee, this item has been placed on the Commission agenda for its meeting immediately following the Committee's meeting.

BACKGROUND

Waste and recycling services for the Airport's operations are provided through an outside service provider that complies with applicable state laws, including AB 341 (2011), AB 1826 (2014) and SB 1383 (2016) regarding waste diversion requirements. Current service requirements include regular waste and recyclable material pickups at 15 different locations throughout the Airport with a frequency ranging from daily to weekly. The contract also defines rates for on-call or additional pickup services requested on an as needed basis.

The current service provider is American Reclamation which was selected following a competitive Request for Proposals ("RFP") process. The current contract began October 1, 2019 and has a three-year base period with two extension options which the Authority has exercised. The contract now is set to expire on September 30, 2024.

PROCUREMENT

On April 18, 2024, through the Authority's Planet Bids e-procurement website, Staff issued an RFP for waste hauling and recycling services. The scope of work includes the waste hauling and recycling services for the Airport, again in compliance with all applicable state laws governing waste diversion requirements. Under the scope of work, the service provider must furnish all labor, materials, tools, equipment, and supervision, and must maintain applicable licenses and permits, necessary to perform the services and be in compliance with current state laws to ensure the Authority also remains in compliance AB 341, AB 1826, and SB 1383.

Upon advertisement, a total of 51 firms were notified of the opportunity and the RFP was subsequently downloaded by 18 firms, including one download by a Disadvantaged Business Enterprise ("DBE"), one by a Women-owned Business Enterprise ("WBE"), and three by Minority-owned Business Enterprises ("MBEs").

On May 2, 2024, staff held a mandatory pre-proposal conference with a site visit. Due to the lack of on-airport parking availability that morning, the 11:05 a.m. cut-off for attendance was waived so that the field of potential proposers would not be arbitrarily limited. American Reclamation and another firm arrived late but received the presentation slides and participated in a separate job walk.

On May 20, 2024, staff received four proposals, with three proposals determined to be responsive. The responsive firms, listed in alphabetical order, were:

- American Reclamation, Inc.
- Athens Services
- Southland Environmental Services

Five reviewers were chosen from staff in various departments to review the proposals. The proposals were evaluated according to the selection criteria specified in the RFP and restated below.

SC-1 Firm Description, Capability and Suitability (15 points)
SC-2 Experience of Firm and Qualifications (15 points)
SC-3 Technical Approach (15 points)
SC-4 Willingness To Accept Sample Agreement (15 points)
SC-5 Price (40 points)

The combined rankings, including monthly fees but excluding fees for on-call services, are listed below:

		SC-1	SC-2	SC-3	SC-4	SC-5	Total	
Rank	Maximum Points Possible	15	15	15	15	40	100	Monthly Fee
	FIRM:							
1	American Reclamation	15	15	15	15	40	100	\$15,104.15
2	Athen Services	14	14	13	7	14	62	\$45,745.43
3	Southland Environmental Services	13	13	12	15	27	80	\$21,974.09

BEST VALUE PROPOSAL

Based on these results, Staff recommends that American Reclamation be selected to continue as the service provider under the new Agreement. American Reclamation is following state laws regarding waste diversion and recycling and has performed its contractual obligations and provided a satisfactory level of service throughout the performance period of the existing contract.

The current fixed monthly price for this service is \$12,065 per month. The cost for the on-call waste pickups for the past year totaled approximately \$13,740. This amounts to approximately \$159,000 per year for waste hauling and recycling services.

The fixed monthly price for the new Agreement is \$15,104, excluding fees for on-call pickup services. This new price represents an approximately 25% increase from the fee schedule in the current contract. Staff estimates that, absent any significant increases in on-call pickup waste, the total expenditure under the new Agreement would not exceed \$200,000 per year.

PROTEST

On July 9, 2024, Athens filed a protest against a contract award to American Reclamation. The sole basis for the protest was a contention that American Reclamation did not attend the mandatory pre-proposal meeting. Staff informed Athens that the 11:05 a.m. cut-off had been waived due to the lack of on-airport parking availability, and that American Reclamation and another firm had been given the pre-proposal presentation slides and had participated in a job walk on May 2. Athens then renewed its protest on the grounds that "it was never publicly disclosed that the requirement for participating in the pre-bid meeting was waived" and "lack of disclosure may have impacted our ability to participate fully and fairly in the process."

Staff believes that Athens' protest has no merit and should be rejected for several reasons. First, the RFP clearly stated that the Authority reserved the right to waive informalities and technical defects. Second, American Reclamation did not have a competitive advantage. The firm received the same pre-proposal presentation slides and site visit, on the same day, as Athens and other proposers. Finally, Athens's monthly fee is \$30,641.36 higher than

American Reclamation's monthly fee, which would require the Authority to pay an extra \$735,392.64 for the two-year base period of the Agreement. As noted above, price is one of the selection criteria. Thus, the RFP declared that "contract award, if made by the Authority Commission, will be to the Respondent offering the proposal most advantageous to the Authority, with price and other factors in the selection criteria considered."

FUNDING

At the time the FY 2025 budget was being developed, the Waste Hauling and Recycling Services RFP was in process. Appropriations included in the adopted FY 2025 budget did not assume future pricing and maintained appropriations at FY 2024 level of \$185,000. If there are a significant number of on-call pick up services, expenditure could exceed appropriations by approximately \$15,000, which staff feels could be accommodated through future operating revenues.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it take the following actions: reject the protest from Athens; award the Agreement to American Reclamation for a two-year base period with one 18-month extension option for services at the RPT; and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 19, 2024**

REPLACEMENT VEHICLE ACQUISITION AUTHORIZATION

Presented by Lanna Aguilera
Senior Manager, Procurement

SUMMARY

The adopted FY 2025 budget includes appropriations to address the acquisition of ten vehicles in the aggregate amount of \$975,000. These appropriations include \$200,000 for an ARFF utility truck, which was originally approved for purchase in FY 2024 and was reprogrammed into FY 2025 due to the long lead time. That vehicle is anticipated to be delivered this November.

Staff recently became aware of the availability of three hybrid-engine Police Interceptor SUVs through a State-authorized government fleet vehicle retailer. The Authority's policy is that any acquisition in excess of \$75,000 requires Commission approval prior to execution of a contract. Due to this limitation, Staff has issued a Purchase Order in the amount of \$66,990.95 for just one of the available police vehicles.

Acquisition of replacement vehicles continues to be hampered by limited inventory of new fleet vehicles, supply chain issues, long lead times and the need to respond without delay when a purchase or pre-order opportunity arises. Staff is requesting an Operations and Development Committee ("Committee") recommendation to the Commission to authorize the issuance of future Purchase Orders, up to the \$975,000 appropriations limit, for the remaining two Police and six other department vehicles programmed for the FY 2025 budget. Subject to the recommendations of the Committee, this item has also been placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

BACKGROUND

Staff continues with efforts to procure the most environmentally sustainable vehicles that meet department operational requirements and the Authority's Air Quality Improvement Plan ("AQIP") goals. The remaining eight vehicles are programmed as part of the adopted FY 2025 budget, and the sustainability goal for such vehicles, are as follows:

<u>Vehicle</u>	<u>Sustainability Goal</u>
Two Police SUV Interceptors:	Hybrid
Two Maintenance vehicles:	Hybrid or SULEV
Two Operations vehicles:	Hybrid or SULEV
One Noise & Environmental vehicle:	EV
One Administration vehicle:	EV

Upon new vehicle placement into service, older and less environmentally sustainable vehicles will be retired from the Authority's fleet.

Staff will reach out to all potential fleet vehicle vendors both in government programs and retail. Items required beyond the base acquisition (such as emergency lights, sirens, and specialty equipment) will be procured separately through a bid process as applicable.

FUNDING

The adopted FY 2025 budget includes appropriations in the amount of \$975,000 to provide funding for ten vehicles, including the ARFF utility truck previously approved by the Commission.

As the fiscal year progresses, Staff will provide a status report to the Committee regarding the fleet vehicle inventory.

STAFF RECOMMENDATION

With the time sensitivity to respond quickly when vehicles are available to procure, Staff is requesting the Committee's recommendation to the Commission to authorize Staff to issue Purchase Orders for the remaining eight vehicles authorized within the total adopted FY 2025 budget appropriations of \$975,000.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 19, 2024**

COMMITTEE PENDING ITEMS

Future

1. Award of Contract - On-Call PM/CM Services
2. Award of Contract - On-Call Design Services
3. Award of Contract - Ambient AI

Tentative Presentation

September 16
September 16
TBA

WASTE HAULING AND RECYCLING SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / American Reclamation, Inc.)

THIS WASTE HAULING AND RECYCLING SERVICES AGREEMENT ("Agreement") is dated August 19, 2024 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and American Reclamation, Inc. ("Contractor"), a California corporation.

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Contractor as an independent contractor to provide waste hauling and recycling services.

B. Contractor is engaged in the solid waste handling business and represents that it is fully qualified to perform waste hauling and recycling services by virtue of the training and experience of its personnel.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. In addition to the terms defined above and in the California Integrated Waste Management Act (Public Resources Code Section 40000 et seq.), the following definitions shall apply for purposes of this Agreement:

A. "Airport Rules and Regulations": July 1, 2023 Airport Rules and Regulations or any successor adopted by the Authority Commission.

B. "Contract Administrator": Stephanie Gunawan-Piraner or a duly authorized designee.

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

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

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

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

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

H. "Security Badge Requirements": the security badge requirements set forth in the attached Exhibit D.

I. "Services": the waste pick-up, hauling, sorting, recycling, and disposal services set forth in the attached Exhibit A.

2. Services.

A. Contractor shall perform the Services in accordance with applicable laws, the terms of this Agreement, and the best practices and highest standards of the solid waste handling industry.

B. Contractor shall furnish all containers, vehicles, machines, and equipment required for performance of the Services.

C. Contractor shall immediately report to the Authority any damage to Airport facilities arising out of any act or omission of Contractor or any of its employees, agents, representatives, or independent contractors in connection with the performance of the Services.

3. Term.

A. Base Term. The base term of this Agreement shall commence on October 1, 2024 and expire on October 12, 2026, unless extended or earlier terminated as provided herein.

B. Extension. The Authority may request that Contractor submit a proposal for performance of the Services in the Replacement Passenger Terminal for the period commencing October 13, 2026 and expiring on April 30, 2028. In the event of such a request, the parties shall negotiate in good faith the change in Contractor's scope of work and compensation for this extension period. If the parties reach a consensus, then this Agreement shall be amended to memorialize the extension and new compensation rate.

C. Termination. If Contractor breaches this Agreement and fails to cure such breach within seven days of written notice from the Contract Administrator, then the Authority may immediately terminate this Agreement for cause. The Authority may terminate this Agreement for convenience upon 30 days prior written notice to Contractor.

4. Compensation.

A. The Authority shall compensate Contractor for performance of the Services, and Contractor agrees to accept as full satisfaction for such work, payment according to the Fee Schedule.

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

5. Liquidated Damages. The parties acknowledge that as of the time of the execution of this Agreement it is impractical, if not impossible, to reasonably ascertain the extent of damages that will be incurred by the Authority as a result of a failure by Contractor to perform routine pick-ups for 2627 Hollywood Way during the 12:00 a.m. - 5:00 a.m. period. Accordingly, in addition to any other available remedy, the Authority may assess liquidated damages in the amount of \$200 for each such failure by Contractor. The Authority may deduct a liquidated damages assessment from compensation owed to Contractor, or may require Contractor to remit payment for a liquidated damages assessment within 10 days after notice of such assessment.

6. Facility Requirements.

A. Contractor has designated Universal Resource Recovery as the Designated Disposal Site. Contractor shall deliver all solid waste collected at the Airport to the Designated Disposal Site.

B. Contractor has designated American Reclamation Processing Facility as the Designated Recycling Facility. Contractor shall deliver all recyclable materials collected at the Airport to the Designated Recycling Facility. Contractor shall use commercially reasonable efforts to ensure that recyclable materials are used in a manner that is classified as diversion.

C. Contractor has designated Universal Resource Recovery as the Designated Organic Waste Facility. Contractor shall deliver all organic waste collected at the Airport to the Designated Organic Waste Facility. Contractor shall use commercially reasonable efforts to ensure that organic waste is processed and used in a manner that is classified as diversion.

D. Contractor shall ensure that the Designated Disposal Site, Designated Recycling Facility, and Designated Organic Waste Facility are properly permitted and in substantial compliance with applicable law at all times. Contractor shall immediately inform the Executive Director in writing in the event of any non-compliance and the Authority, in its sole discretion, shall have the right to require the use of a different facility selected by Contractor. Under no circumstances, shall a change in one or more of the Designated Disposal Site, Designated Recycling Facility, or Designated Organic Waste Facility constitute a basis for a Fee Schedule amendment.

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

8. Restricted Area Access. Contractor shall not access restricted Airport sites unless in possession of an Authority-issued security badge. Contractor shall be responsible for obtaining security badges for its personnel. Security badges shall only be issued for Contractor personnel who comply with the Security Badge Requirements.

9. Independent Contractor. Contractor is, and shall at all times remain as to the Authority, an independent contractor. Contractor shall have no power to incur any debt, obligation, or liability

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

10. Indemnification.

A. Contractor shall indemnify and hold harmless the Indemnitees from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or in equity of every kind and description (including injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, subsidiaries, or subcontractors in performing the Services; (2) the failure of Contractor, its officers, employees, agents, subsidiaries, or subcontractors to comply with this Agreement or applicable laws, permits, or licenses; or (3) the performance by Contractor, its officers, employees, agents, subsidiaries, or subcontractors of acts for which strict liability is imposed by law.

B. The foregoing indemnity applies regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death, or damage is also caused in part by any of the Indemnitees' negligence, but does not extend to matters resulting from the Indemnitees' sole or active negligence, willful misconduct, breach of this Agreement, or violation of law. Contractor shall at its sole cost and expense, upon demand of the Authority, defend (with attorneys acceptable to the Authority) the Indemnitees against any claims, actions, suits in law or in equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the events referenced above.

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

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

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

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

termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery.

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner
E-mail: sgunawan-piraner@bur.org

Contractor
American Reclamation, Inc.
4560 Doran Street
Los Angeles, CA 90039
Attn: John R. Gasparian, Jr.
E-mail: JohnG@americanreclamation.com

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

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

16. Examination and Audit. Pursuant to Government Code Section 8546.7, the parties are subject to the examination and audit of the California State Auditor, at the Authority's request or as part of any audit of the Authority, for a period of three years after final payment under this Agreement.

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

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

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

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

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

American Reclamation, Inc.

By: 

Print Name: John R. Gasparian Jr.

☐ Chairperson ☐ President ☒ Vice President

By: 

Print Name: John R. Gasparian

☐ 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

President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

EXHIBIT A
SCOPE OF SERVICES
WASTE HAULING AND RECYCLING SERVICES

1. PROJECT DESCRIPTION

The Contractor shall provide waste pick-up, hauling, sorting, recycling, and disposal services (collectively, "Waste Hauling and Recycling Services") for all types of bins at the Airport. As discussed in greater detail below, it is the Authority's goal to minimize the amount of refuse sent to landfills through recycling, composting or other waste management method(s). This agreement includes routine service of the bins described below, with quantity and type subject to change at the Authority's discretion.

The Contractor will be required to establish and follow a routine pick up schedule for all bins within the parameters outlined below, with the exception of "as-needed" pick-ups. The Contractor will be expected to fulfill the requirements, standards and conditions as outlined in its proposal.

2. SCOPE OF SERVICES

The Contractor shall furnish all labor, materials, tools, equipment, supervision and maintain applicable licenses and permits necessary to perform Waste Hauling and Recycling Services at the Airport in a manner that will maintain a neat, orderly and professional appearance of the Airport facilities at all times. The Contractor's service must ensure that the Authority is at all times in compliance with all applicable laws including Assembly Bills 341 (2011) and 1826 (2014) and Senate Bill 1383 (2016), regarding waste diversion requirements.

The Authority currently has a variety of bin types and sizes located in various locations. The Contractor shall provide Waste Hauling and Recycling Services for a mixed waste stream deposited into bins, including providing collection vehicles, personnel, bins and all miscellaneous equipment/supplies necessary to collect, sort, transport, dispose and/or recycle to an off-site facility.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for the following:

- The Contractor must immediately report any accidents, property damage, environmental hazards, safety issues, and security issues (such as the AOA gate not operating or securing correctly) to the Airport's 24 hour Communications Center at 818-840-9536.
- The Contractor's operators shall be fully trained on proper procedures and safety precautions to be followed in handling, loading, and transportation, in accordance with all applicable laws, so as to prevent accidents or injuries.

- The Contractor shall use appropriate methods, equipment and practices to ensure that collected materials will not blow, fall, or leak out the vehicle during provided services and shall immediately clean up any spillage of any kind.
 - The Contractor's drivers must wear uniforms and display their Airport Security badge at all times while on Authority property; drivers shall also possess and maintain a valid California driver's license at all times while on Airport property.
 - The Contractor shall be responsible for all disposal fees, hauling permits, taxes, licenses and regulatory fees necessary or applicable to the performance of these services.
-
- The Contractor must warrant that it has obtained and shall keep in effect, all appropriate regulatory licenses and/or permits required for the duration of the contract, and shall furnish copies without charge to the Authority upon request. Any changes to the status of the Contractor's licenses and permits, including revocation, suspension, failure to renew or expiration of any licenses or permits, which would affect Contractor's ability to perform these services, shall be immediately conveyed by telephone and email to the Authority.
 - The Contractor shall assign an Account Manager to act as the single point of contact for performance issues. The Contractor's Account Manager or designee shall be available daily between 5:00 a.m. and 5:00 p.m., shall furnish the Authority with dispatch phone numbers for service calls, and shall respond to urgent service calls in four hours or less.
 - From time to time the services outlined might need to be performed in or near Authority airfield operations or active construction areas. All reasonable precautions shall be taken to minimize interference within the work areas. In the event interference may or does occur, the Contractor shall seek direction from the Authority.

4. CONTAINERS

The Contractor shall provide lined containers or bins with lids as detailed below and the routine refuse collection service of the containers as described below. The Authority reserves the right to modify the quantity, size, pickup frequency, service time and location of the containers.

LOCATIONS/QUANTITY/SIZE/FREQUENCY OF PICK UP

#	Bin Contents	Location	Address	Qty.	Container	Container w/ Wheels	Pick-up/wk	Pickup Days
1	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd.	2	3 yard	Y	1	
2	Mixed, minimal food waste	Hangar 4	4511 W. Empire Ave.	1	4 yard	N	2	3 day intervals
3	Mixed, minimal food waste	Hangar 5	4511 W. Empire Ave.	1	4 yard	N	2	3 day intervals
4	Mixed, minimal food waste	Hangar 37	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals

5	Mixed, minimal food waste	Gate 435	2800 N. Clybourn St.	2	4 yard	Y	2	3 day intervals
6	Mixed, minimal food waste	Hangar 35	2800 N. Clybourn St.	1	3 yard	N	2	3 day intervals
7	Mixed, minimal food waste	Hangar 45	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
8	Mixed, minimal food waste	Hangar 43	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
9	Mixed, includes food waste	Air Cargo	4209 Empire Ave	4	4 yard	N	6	M-Sa
10	Mixed, includes food waste	Air Cargo	4209 Empire Ave	1	6 yard	N	6	M-Sa
11	Mixed, includes food waste	Avenue A, Terminal A	2627 Hollywood Way	8	4 yard	Y	7	M-Su
12	Mixed, minimal food waste (Overflow bin)	Maintenance Yard	7901 San Fernando Rd.	1	40 yard	Y	As-needed basis	N/A
13	Mixed, minimal food waste (Overflow bin)	Maintenance Yard	7901 San Fernando Rd.	1	10 yard	Y	As-needed basis	N/A
14	Mixed, minimal food waste (Overflow bin)	Hangar 88	2800 N. Clybourn St.	1	4 yard	Y	2	3 day intervals
15	Cardboard	Avenue A, Terminal B	2627 Hollywood Way	3	4 yard	Y	7	N/A

All containers shall be labeled, furnished with lids (including either a device, mechanism or rod to prop lid open), freshly painted, free from graffiti, sealed to prevent leaks and in otherwise excellent condition. The Contractor shall replace or repair any damaged bins within 24 hours at no cost to the Authority, should the Authority determine that a bin requires replacement. If the Contractor damages Authority-owned equipment or compactors, the Contractor shall be responsible for repair or replacing those equipment and compactors at no cost to the Authority.

PICK-UP TIMES AND RESTRICTIONS

The Contractor will be required to provide routine pick up for all containers, with the exception of “as-needed” pick-ups. Due to passenger and operational activity, many of the containers listed above have pre-determined windows during which pickups must occur, these are as follows:

7901 San Fernando Rd.	Between 7:00 a.m. – 3:00 p.m.
4511 W. Empire Ave	Between 7:00 a.m. – 2:00 p.m.
4209 Empire Ave	Between 7:00 a.m. – 2:00 p.m.
2800 N. Clybourn St.	Between 7:00 a.m. – 12:00 p.m.
2627 Hollywood Way	Between 12:00 a.m. – 5:00 a.m.*

*With respect to the containers/bins located at this location, due to the influx of passenger activity that begins shortly after 5:00 a.m. it is **mandatory** that daily service is completed prior to 5:00 a.m.. The Authority reserves the right to deny access to the storage area should the Contractor be late; however, the Authority has the right to impose a \$200 liquidated damages assessment for each such incident and the Contractor will be required to re-schedule a same day pickup in coordination with Airport Operations.

Following each pick-up, the Contractor shall identify and remove any spilled refuse from the immediate bin (or roadway areas) and broom clean at no cost to the Authority. Should the Authority incur costs associated with the cleanup of overflow refuse in a bin area, the Authority reserves the right to recover those costs from the waste hauler.

The Authority's Airport operations are ongoing on a 24/7 basis and the services detailed herein are required per this schedule, regardless of whether a scheduled day is an otherwise observed holiday. The Authority may, at its sole discretion, elect to omit and/or modify scheduled pick-ups in the non-terminal areas when such pickups would occur on an observed holidays. The Authority Representative shall provide seven day advance written notice to the Contractor of any such schedule modifications.

In such instances that pick-ups were omitted, the Contractor shall identify the number of pick-ups that were omitted or reduced in each designated area for the respective billing period. The quantity shall be extended by the quoted rates herein and shall be reflected on the Contractor's invoice for the same period.

5. RECYCLING SERVICE

The Contractor shall not knowingly transport or sell any Authority waste products to a recycling partner who, in turn, transports the waste out of the continental United States. The Contractor shall provide the recycling facility locations upon Authority's request(s).

6. MANDATORY RECYCLING & DIVERSION REQUIREMENTS

The Contractor shall comply with current and updated Airport Rules & Regulations and Federal, State, and local environmental laws and regulations and the associated amendments. This shall include meeting AB 341 (2011), AB 1826 (2014), and SB 1383 (2016) requirements at no additional charge, including education, outreach, monitoring and reporting as required, and any other information and programs that will assist Authority in meeting local and state requirements for mandatory commercial recycling and diversion compliance.

7. REFUSE SORTING & LANDFILL SERVICE

The Contractor is required to process and sort through ALL contents from bins to an off-site facility. The Authority's refuse shall be sorted by the Contractor for recyclable material prior to it being sent to the landfill. All salvageable recyclable material shall be removed from the landfill

waste stream. The diversion rate (weight content) shall be tracked and transmitted to the Authority with the Waste Diversion Report.

The Contractor shall provide, on a monthly and annual basis, a Waste Diversion Report including landfill locations being used, including addresses and contact information, and shall be responsible for maintaining and updating this information for the Authority. Information shall be sent to the Noise & Environmental Department, Attn: Kyle Porter (kporter@bur.org) on a monthly and yearly basis.

8. SECURITY REQUIREMENTS

The Contractor must have staff that have the ability to obtain an Airport Security badge through the Airport Badging office per the following requirements:

- Maintain and pass a Criminal History Records Check
 - o 10 years with no disqualifying convictions
 - o The Contractor shall bear all expense associated with processing employees through the Criminal History Records Check and Badging (currently \$60/Applicant, fingerprinting \$30/Applicant). Contact the Administrative Specialist at (818) 840-8833 for more information.
- Pass a Security Threat Assessment.
- The ability to annually renew Airport Security badges.
- Pass all required training, both initial and recurrent, for Airport Security badges.
- Pay all associated fees and fines of the Airport Badging office.
- Remain in good standing with all rules and regulations.

9. VEHICLE AND ACCESS ROAD REQUIREMENTS

The Contractor must provide and operate vehicles that meet required airport safety and security standards as follows:

- Contractor shall provide and maintain insurance coverage meeting the required minimums.
- Vehicles shall be marked with appropriate company decals that are visible from a distance of 20 feet.
- Vehicles shall be enclosed or adequate provisions made for suitable cover to ensure no spillage during transit. In the event of a release or spill, the Contractor shall take appropriate and immediate action to remediate and clean-up any such release or spill.
- Drivers maintain safe driving procedures; vehicles must be operated in a manner that does not compromise the safety of either landside or airside airport operation.
- Service vehicle shall use only Authority-designated AOA access gates and must use city streets to travel between airfield container locations. The use of the airfield service road and aircraft parking ramps is strictly prohibited for travel between container locations, unless approved by the Authority.

10. ADDITIONAL SERVICES

The Contractor shall provide additional bins and/or services when requested by the Authority (e.g., Special Events, etc.). Additional bins and/or services shall be provided at the rates quoted in Attachment D – Fee Schedule. Delivery shall be within 24 hours of notification at the specified location(s).

EXHIBIT B
Fee Schedule



EXHIBIT B
RFP No. NE19-01: WASTE HAULING AND RECYCLING SERVICES
FEE SCHEDULE

*The Fee Schedule Offer pricing shall be firm, fixed price, all-inclusive, and shall include, without limitation, all costs for furnishing and transporting the containers for each designated, requested location, waste pick-up, waste disposal fees, including any 3rd party fees, labor, equipment, PPEs, uniforms, regulatory fees and permits, insurance and equipment maintenance, fuel, fuel surcharges, trip charges except where indicated as an "additional pick-up" within the Fee Schedule, general and administrative support costs, materials, mileage, overhead(s), profit, supplies, sale and use taxes, shipping and handling, etc. Labor pricing shall contemplate all planned and unplanned wage changes and shall be firm for a 3 year period. Any increases in minimum wage rates shall have been contemplated in the Fee Schedule Offer.

#	Bin Contents	Location	Address	Qty.	Container	Pick-up/wk	Monthly Fee (hold firm for 3 years)	Each Add'l Pick-up per Container
1	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd.*	2	3 yard	1	\$ 175.63	\$35.00
2	Mixed, minimal food waste	Hangar 4	4511 W. Empire Ave.	1	4 yard	2	\$ 234.17	\$ 45.00
3	Mixed, minimal food waste	Hangar 5	4511 W. Empire Ave.	1	4 yard	2	\$ 234.17	\$45.00
4	Mixed, minimal food waste	Hangar 37	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$45.00
5	Mixed, minimal food waste	Gate 435	2800 N. Clybourn St.	2	4 yard	2	\$ 468.34	\$ 45.00
6	Mixed, minimal food waste	Hangar 35	2800 N. Clybourn St.	1	3 yard	2	\$ 175.63	\$ 35.00
7	Mixed, minimal food waste	Hangar 45	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$ 45.00
8	Mixed, minimal food waste	Hangar 43	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$45.00
9	Mixed, includes food waste	Air Cargo	4209 Empire Ave	4	4 yard**	6	\$2,810.08	\$45.00
10	Mixed, includes food waste	Air Cargo	4209 Empire Ave	1	6 yard**	6	\$1,053.78	\$60.00
11	Mixed, includes food waste	Ave. A	2627 Hollywood Way	8	4 yard**	7	\$6,556.85	\$45.00
12	Cardboard	Avenue A, Terminal B	2627 Hollywood Way	3	4 yard	7	\$2,458.82	\$25.00

13	Mixed, minimal food waste	Hangar 88	2800 N. Clybourn St.	1	4 yard	2	\$ 234.17	\$45.00
TOTAL PRICE PER MONTH ALL LOCATIONS: \$ 15,104.15								
YEAR ONE NOT-TO-EXCEED TOTAL ALL LOCATIONS:					\$ 181,249.80			
YEAR TWO NOT-TO-EXCEED TOTAL ALL LOCATIONS:					\$ 181,249.80			
YEAR THREE NOT-TO-EXCEED TOTAL ALL LOCATIONS:					\$ 181,249.80			
THREE YEARS NOT-TO-EXCEED TOTAL ALL LOCATIONS:					\$ 543,749.40			
PRICE IN WORDS:					Five Hundred Forty Three Thousand Seven Hundred Forty Nine Dollars and Forty Cents			

OVERFLOW BINS – WASTE HAULING ON AN AS-NEEDED BASIS

#	Bin Contents	Location	Address	Qty.	Container	Collection Schedule	Rate per Pull
14	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. *	1	40 yard	Services by Phone/Email request-12 hour response	\$1,175.00
15	Mixed, minimal food waste	Maintenance Yard	7901 San Fernando Rd. *	1	10 yard	Services by Phone/Email request-12 hour response	\$1,175.00

*7901 San Fernando Rd. – Waiver to Recycle exclusive franchise system for the City of Los Angeles address is pending.

**Locations 9, 10 & 11 require device to prop dumpster lid open while trash is being deposited into the container without the use of hands.

ADDITIONAL EQUIPMENT AS NEEDED (fees include delivery and removal of container)

Container	Rate per Pull
2 yard	\$ 250.00
3 yard	\$ 350.00
4 yard	\$ 450.00
6 yard	\$ 550.00
10 yard	\$1,175.00
40 yard	\$1,175.00


*For Options Years 4 & 5 automatic labor rate adjustments shall be made each year by the Consumer Price Index (CPI) for All Urban Consumers for the Los Angeles-Riverside-Orange County statistical area (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI-U

is discontinued or revised during the term of this Agreement, such other governmental index or computation with which it is replaced shall be used.

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

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

Contractor Name: American Reclamation, Inc.

Authorized Signature: 

Name: John R. Gasparian, Jr.

Title: Vice President and General Manager

Date: 5/28/2024

EXHIBIT C
Insurance Requirements

1. Contractor shall obtain, provide, and maintain policies of insurance as specified below.
 - A. General Liability Insurance. Contractor shall maintain commercial general liability insurance in an amount not less than \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate, for bodily injury, personal injury, and property damage.
 - B. Automobile Liability Insurance. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$5,000,000.00 combined single limit for each accident.
 - C. Workers' Compensation/Employer's Liability Insurance. Contractor shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance with limits of at least \$1,000,000.00.
2. The insurance policy or policies shall contain, or shall be endorsed to contain, the following provisions:
 - A. General liability policies shall provide or be endorsed to provide: (i) that the Indemnitees shall be additional insureds; and (ii) a waiver of subrogation in favor of additional insureds. This provision shall also apply to any excess/umbrella liability policies.
 - B. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
 - C. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - D. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of Contractor's insurance and shall not contribute with it.
 - E. The limits of insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of each Indemnitee before the Indemnitee's own insurance or self-insurance shall be called upon to protect it as a named insured.
 - F. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
Security Badge Requirements

BADGING/SECURITY REQUIREMENTS

AIRPORT BADGING PROGRAM

The following information must be provided to the Airport Badging Office before any type of Airport badge and access may be issued:

1. An Airport Badging Request Form must be completed with information regarding Authorized Signers for the company.
2. Authorized Signers may be designated to sign for all badging applications with samples of their signatures provided to the Airport Badging Office. An Authorized Signer is responsible for authorizing and maintaining all Airport badge holders within the company. Each Authorized Signer must successfully complete a Criminal History Records Check ("CHRC"), Security Threat Assessment ("STA") and appropriate training before they are allowed to sign employees' Airport badge applications.
3. Company phone numbers for verification purposes.
4. A brief description of the area where access is required.
5. All employees requiring unescorted access and vehicle driving privileges to the worksite must submit to a CHRC and STA a minimum of two weeks prior to project start date. The badging process requires two separate appointments with the Airport Badging Office.
 - a. The first appointment consists of the fingerprinting process for the Criminal History Records Check ("CHRC") and Security Threat Assessment ("STA").
 - i. Employees must bring in two forms of I.D., one of which must be a current government issued photo I.D. and another which shows eligibility to work in the United States. Names must be the same on both I.D.'s and original copies. A current driver's license is required for any applicant to obtain driving privileges.
 - ii. Employees must have a signed Badging Application with the Authorized Signer's signature in blue or black ink only (wet signatures, no copies or scanned signatures).
 - b. If applicants successfully complete these requirements, they will need to schedule a second appointment for the two hour airport security and

driver's training videos with the Airport Badging Office. Applicants will be badged upon successful completion of the training videos and may be eligible to escort other employees on the work site.

6. The Security/Badging Office is open from Monday through Friday 8:00 a.m. to 4:00 p.m. Last appointment time is 3:30 p.m.
7. The Contractor shall bear all expenses associated with badge processing of each employee (currently \$30 fingerprinting fee and a \$60 new applicant fee), due and payable to the Airport Badging Office at the first appointment. The Authorized Signer will schedule appointments with the Airport Badging Office. The Airport Badging Office can also be contacted at (818) 729-2233 for more information.
8. The Contractor and employees shall bear all expenses, fees or fines associated with violations of Airport Rules and Regulations.

Employees that are approved to have an airport badge with driving privileges must show a valid DRIVERS LICENSE before processing can begin.

At the completion of the project ALL badges issued to the contractor or subcontractor shall be returned to the Airport Badging Office. Failure to return the airport badges will result in forfeiture of retention payment, up to the amount of \$150.00 per badge not returned.

Gate access and driving privileges on the AOA must be approved by the Airport Engineer or his/her designated representative. Upon approval, all vehicles must bear company logos on both sides.

The field driving privilege is contingent upon compliance with all rules and regulations as stipulated by the Airport Authority. Infractions of the Motor Vehicle Rules and Regulations of the Authority will result in an immediate escort off airport property and may result in the assessment of runway/taxiway incursion liquidated damages, as identified above.

REQUIRED SECURITY TRAINING

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

Security training pursuant to 49 Code of Federal Regulation Part 1542 must be received by sufficient personnel to ensure that at least one individual who has received the training is present at the job site at all times.

Security training is offered through the Airport Badging Office and can be scheduled with the appropriate Authorized Signer.

SECURITY AGREEMENT

Contractor will be required to execute an agreement outlining Contractor responsibilities in relation to airport security. As part of said agreement, Contractor is required to develop a "Contractor Security Program" denoting specific steps to be taken to insure compliance with the Airport Security Program. Assistance in developing the "Contractor Security Program" is available from the Airport Security Program Administrator. Approval of the "Contractor Security Program" must be obtained from the Airport Security Program Administrator prior to the start date of the project.

SIDA AND STERILE AREA MAPS

After the execution of an Agreement, copies of maps will be made available identifying these areas.

SIDA ACCESS

Access on or near runways or taxiways or the Security Identification Display Area ("SIDA") and Sterile Areas of the passenger terminals is **absolutely prohibited**, except with continuous escort by an authorized agent of the Authority. The SIDA is a restricted area of the airfield in the vicinity of the terminal and cargo buildings. The Sterile Areas of the terminals are the passenger holding areas past TSA security checkpoint.

THE PARTIES AGREE THAT UNAPPROVED VEHICULAR INCURSIONS OR PEDESTRIAN ACCESS TO A RUNWAY OR TAXIWAY OR SIDA OR STERILE TERMINAL AREAS WILL RESULT IN SUBSTANTIAL DAMAGES TO THE AUTHORITY, BUT THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. THEREFORE, THE PARTIES AGREE THAT A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES TO BE SUFFERED BY THE AUTHORITY IS FIVE THOUSAND DOLLARS (\$5,000) PER INCURSION. THE LIQUIDATED DAMAGES PROVISION IS LIMITED TO DAMAGES FOR DISRUPTION IN AIRPORT OPERATIONS AND/OR SECURITY AND SHALL NOT APPLY TO ANY DAMAGES TO PROPERTY OR PERSONAL INJURY ARISING OUT OF ANY INCURSION, AND THE CONTRACTOR SHALL BE FULLY LIABLE FOR THE FULL AMOUNT OF ALL OF SAID DAMAGES.

Failure to abide by Airport Rules and Regulations, safety and security programs may result in temporary suspension of the work at the Contractor's expense, a notice of Violation followed by formal investigation by the Airport, and/or monetary fines, badge suspensions or revocations. In addition to the above liquidated damages, any fines assessed to the Authority by the FAA or TSA if the Contractor is caught in violation shall be reimbursed to the Authority by the Contractor.

EXHIBIT E
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

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

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

2. Civil Rights – Title VI Assurance

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

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

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

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

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

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

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

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

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

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

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the

Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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