



November 13, 2025

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, November 17, 2025, 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, November 17, 2025
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, November 17, 2025

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

- a. October 6, 2025

[See page 1]

- b. October 20, 2025

[See page 2]

5. Items for Approval

- a. Award of Professional Services Agreement
Private Wireless Network Consulting

[See page 5]

Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a proposed Professional Services Agreement (“PSA”) in the amount of \$339,739 for Private Wireless Network (“PWN”) Consulting Services to Barich, Inc.

The proposed PSA provides consulting services for the preparation of a Request for Proposals to design, build, and install a PWN at locations within the Airport that do not have CAT-6 or fiber network connectivity to support the Authority’s Digital Video Surveillance System and local area network.

6. Items for Information

- a. Committee Pending Items

[See page 7]

7. Adjournment

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

MONDAY, OCTOBER 6, 2025

A regular meeting of the Operations and Development Committee was scheduled to commence at 8:30 a.m. in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California. At that time, due to a lack of quorum, Commissioner Hampton cancelled the meeting at 8:45 a.m.

1. ROLL CALL

Present: Commissioners Hampton, Talamantes (via
teleconference)

Absent: Commissioner Asatryan

Also Present: Staff: John Hatanaka, Executive Director

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

MONDAY, OCTOBER 20, 2025

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

1. ROLL CALL

Present:	Commissioners Hampton, Talamantes and Asatryan
Absent:	None
Also Present:	Staff: John Hatanaka, Executive Director; Kimberley Parker-Polito, Director, Information and Communication Technologies; Vincent Nguyen Senior Manager, Engineering and Project Delivery; Ray Hunting, Airport Security Manager

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda; seconded by Commissioner Asatryan.
Motion Approved	The motion was approved (3-0).

3. Public Comment

There were no public comments.

4. Approval of Minutes

a. September 15, 2025

The agenda packet included a draft copy of the September 15, 2025, Committee meeting minutes for review and approval.

Motion	Commissioner Talamantes moved approval of the minutes; seconded by Commissioner Asatryan.
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Motion Approved	The motion was approved (3-0).
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5. Items for Approval

a. Award of Contract Redundant Internet Service Provider Replacement Passenger Terminal

Staff sought a recommendation from the Operations and Development Committee to the Commission to award a proposed contract for backup Internet Service Provider to CenturyLink Communications, LLC, d.b.a. Lumen Technologies Group. The proposed contract provides redundant internet service to the Replacement Passenger Terminal ("RPT").

As the components for this service require coordination with the ongoing underground infrastructure construction of the RPT, subject to the recommendation of the Committee, this item was placed on the Commission's agenda for its consideration at its meeting immediately following the Committee's meeting.

Motion

Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner Talamantes, with the request to move this to the Commission agenda as a Consent item.

Motion Approved

The motion was approved (3-0).

b. Approval of Amendment No. 1 Professional Services Agreement On-Call Architectural and Engineering Services

Staff sought a recommendation from the Operations and Development Committee to the Commission to approve a proposed Amendment No. 1 ("Amendment") to the Professional Services Agreement ("PSA") with HNTB Corporation. The Amendment proposes an increase of \$300,000 to the PSA to provide for continued on-call architectural and engineering services, resulting in a not-to-exceed amount of \$675,000.

Motion

Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner Talamantes, with the request to move this to the Commission agenda as a Consent item.

Motion Approved

The motion was approved (3-0).

c. Approval of Amendment No. 3 to Professional Services Agreement with Allied Universal Security Services

Staff sought a recommendation from the Operations and Development Committee to the Commission for approval of a proposed Amendment No. 3 ("Amendment"), to the Professional Services Agreement ("Agreement") with Universal Protection Service LP, d.b.a. Allied Universal Security Services for Airport security, traffic control, and consumer item inspection services. The Amendment exercises the first of two one-year extension options of the Agreement and provides for a Consumer Price Index increase to the current labor rates.

The consumer item inspection services are fully reimbursable by the in-terminal concessionaires.

Motion

Commissioner Asatryan moved approval of the recommendation; seconded by Commissioner Talamantes, with the request to move this to the Commission agenda as a Consent item.

Motion Approved

The motion was approved (3-0).

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 8:50 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
NOVEMBER 17, 2025**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
PRIVATE WIRELESS NETWORK CONSULTING**

Presented by Kimberley Parker-Polito
Director, Information and Communication Technologies

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee (“Committee”) to the Commission to award a proposed Professional Services Agreement (“PSA”), copy attached, in the amount of \$339,739 for Private Wireless Network (“PWN”) Consulting Services to Barich, Inc. (“Barich”).

The proposed PSA provides consulting services for the preparation of a Request for Proposals (“RFP”) to design, build, and install a PWN at locations within the Airport that do not have CAT-6 or fiber network connectivity to support the Authority’s Digital Video Surveillance System (“DVSS”) and local area network.

BACKGROUND

In response to the need for network connectivity in locations where it is not economically feasible to install either CAT-6 or fiber cabling, Staff issued an RFP for PWN consulting services on July 28, 2025, through the PlanetBids website for the development of alternate solutions. The responding firms listed in alphabetical order are:

Airport Gurus Corp.
Barich, Inc. and Imagine Wireless
Future Technologies Venture, LLC and Viventum Incorporated
Lufthansa Industry Solutions

EVALUATION PROCESS

The evaluation of each submission consisted of the following criteria:

- SC-1: Firm Experience, Background, and Past Performance
- SC-2: Qualifications of Proposed Project Team
- SC-3: Technical Approach & Appropriate Credentials
- SC-4: Proposed Pricing (Reviewed and scored by Procurement)

A review panel of three staff members and one outside reviewer from Ontario International Airport independently reviewed and scored the proposals based on the criteria SC-1 through SC-3, defined above. The Procurement Department completed the SC-4 criteria for final determination using an equally weighted average point allocation process for each criteria listed above, out of 100 points. The results are as follows:

Selection Criteria	SC-1	SC-2	SC-3	SC-4	TOTAL
	Firm's Exp., Background & Past Performance	Qualifications of Proposed Project Team	Technical Approach & Appropriate Credentials	Proposed Compensation	
Weighting Factor:	1	1	1	1	
Maximum Points Possible	25	25	25	25	100
FIRM:					
Airport Gurus Corp.	16	13	14	25	68
Barich, Inc. & Imagine Wireless	25	24	24	12	85
Future Technologies Venture, LLC & Viventum Incorporated	19	16	16	2	53
Lufthansa Industry Solutions	19	20	19	16	74

After a thorough review of all the information received from the four submittals, Barich was ranked as the highest respondent.

Details of the scope of work Barich is to provide under the proposed PSA are:

- Task 1: Assessment and Scope Document Preparation
- Task 2: Evaluation of Provider(s) and Contract Advisement
- Task 3: Project Oversight During Implementation
- Term: 3 years

FUNDING

Approximately \$100,000 in expenditures for these services are anticipated to be incurred in FY 2026 which can be accommodated within the adopted budget appropriations. As this is a multi-year effort, appropriations for the continuation of services will be programmed in future budget requests. Based on this multi-year effort, a future capital project will be presented for consideration.

RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to award a PSA for PWN consulting services to Barich and authorize the President to execute the same.

**BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
NOVEMBER 17, 2025**

COMMITTEE PENDING ITEMS

Future

Tentative Presentation

- | | |
|--|--------------|
| 1. Award of Contract - RPS Elevator Rehabilitation | Jan\Feb 2026 |
| 2. Award of Contract - SEQ Phase 1 Improvements | Jan\Feb 2026 |
| 3. Award of Contracts - Service Providers for RPT Operations | TBD |
| 4. Award of Contract - On-call Pavement Contractor | TBD |
| 5. Award of Contract - Waste Management Program | TBD |

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority / Barich, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated December 15, 2025 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Barich, Inc. (“Consultant”), an Arizona corporation.

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”) and desires to retain Consultant as an independent contractor to provide the following professional services: private wireless consulting services.

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

NOW, THEREFORE, the parties agree as follows:

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

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

B. “Commencement Date”: December 15, 2025.

C. “Contract Administrator”: Kimberley Parker-Polito or a duly authorized designee.

D. “Contract Limit”: \$339,739.00.

E. “Executive Director”: John T. Hatanaka or a duly authorized designee.

F. “Expiration Date”: December 14, 2028.

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

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

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

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

K. “Liabilities”: any actual, alleged, or threatened causes of action, claims, costs, damages, demands, expenses (including fees of accountants, attorneys, and other professionals), judgments, liens, losses, penalties, and proceedings of any nature whatsoever.

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

M. “TBI”: TBI Airport Management, Inc.

2. Services.

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

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

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

3. Term.

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

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

4. Compensation.

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

B. Consultant shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within

10 business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Consultant shall pay all required taxes on the payments.

5. Independent Contractor Status. Consultant is, and shall at all times remain as to the Authority, an independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Authority or to act otherwise on behalf of the Authority as an agent. Neither the Authority nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement.

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

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

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

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

10. Indemnification.

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

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

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

Consultant's obligations under this section shall not apply to Liabilities that arise from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by consensus of the parties.

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

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 Consultant.

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: Kimberley Parker-Polito
E-mail: kparkerpolito@bur.org

Consultant
Barich, Inc.
#283 24200 SW Fwy Ste 402
Rosenberg, TX 77471
Attn: Samuel Ingalls
E-mail: Samuel.Ingalls@barich.net

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

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

of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit D, the provisions of Exhibit D shall prevail.

17. 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.

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

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A
Scope of Services

(attached)



Hollywood Burbank
Airport

**Private Wireless Consulting Services
Hollywood Burbank Airport
RFP NO. ICT26-01**

**EXHIBIT A
SCOPE OF SERVICES**

The selected Respondent (Consultant) shall provide the following services to support the implementation of a Private Wireless Network (PWN) at the Airport:

- Create a process for Use Case identification and prioritization to address immediate priority of perimeter security and future use cases to include the entire BUR airport operation and monetization objectives.
- Prepare network design, requirements and architecture for the BUR PWN.
- Develop comprehensive RFP documentation for functional and non-functional PWN requirements and total cost of ownership templates for BUR PWN solution to be released to potential proposers for PWN solution.
- Conduct an evaluation of the proposers' proposals relating to compliance with RFP and cost submissions to ultimately work with the Authority to select a preferred BUR PWN solution and managed services provider.
- Define the components of a BUR PWN Pilot program to support BUR priority use case(s) and provide consultancy services to manage the execution of the BUR PWN Pilot program.
- Provide support for BUR PWN contractual discussions with the preferred PWN solution managed services provider.
- Provide support for deployment of BUR PWN through the services for deployment program management.
- Provide on-going consultancy services support to BUR for the optimization and benchmarking of the deployed BUR PWN.
- Provide expert technical oversight / project management services of the selected proposer for the BUR PWN solution to ensure the installation meets the stated requirements, track the scope, schedule, and budget, and keep the Airport Authority's interests at the forefront. This is particularly important since there are several different components to even a simple Private Wireless Network installation that must be designed, permitted, installed, tested, and operationalized. For example, Consultant must ensure the new cameras are properly integrated with the existing video management system.

As the Airport Authority's representative, Consultant shall: drive toward achieving the desired outcomes, ensuring these outcomes are embedded throughout the entire project cycle; help ensure vendor(s) and contractor teams are aligned to deliver outcomes and payments are dependent upon outcome success; and keep Airport Authority leadership informed on how the project is delivering the desired value, and escalate issues as needed and as proactively as possible.

Additional Information (Services)

The following applies to this Scope of Services:

- All work is planned to be completed off-site except for the following planned travel: one or two members travel on-site in Task 1-, and one-member travel on-site once or twice in Task 3.
- The fee schedule provided in Exhibit B is designed to allow for the completion of the tasks outlined in this Scope. However, if other significant efforts are needed and durations extend over the course of the project, the Consultant will notify the Airport Authority of the gap to determine if additional scoping of services is required. Additionally, should the procurement effort for the PWN solution be canceled and re-released for any reason, the Consultant will work with the Authority's point of contact to determine the impacts to the scope and timing of Consultant's services.

EXHIBIT B
Fee Schedule

(attached)



**Hollywood Burbank
Airport**

**Private Wireless Consulting Services
Hollywood Burbank Airport
RFP NO. ICT26-01**

**EXHIBIT B
PAYMENT SCHEDULE**

Project Costs

Consultant will provide services under this Agreement on a time & materials basis, as outlined below, with a not-to-exceed amount shown in the grand total below. These totals include an estimate of travel expenses for members of the consulting team to travel on-site in Task 1, and for members to travel on-site once or twice in Task 3. Receipts will be provided for all reimbursable expenses.

Table 1: Estimated Costs:

Tasks	Estimated Costs
Task 1: Assessment and Scope Document Preparation	\$ 96,108
Task 2: Evaluation of Provider(s) and Contract Advisement	\$ 138,207
Task 3: Project Oversight During Implementation	\$ 105,424(*)
Grand Project Total	\$ 339,739

Billing will occur monthly as services are rendered, along with monthly status reports and invoices to the Authority for time and materials expended, as well as a description of the services provided.

The Consultant will calculate time under the rates shown below:

- Principal Consultant: **493**/hr.
- Senior Wireless Industry Consultant/Project Oversight: **281**/hr.
- Senior Consultant: **220**/hr.
- Systems Analyst: **130**/hr.
- Project Administration: **85**/hr.

(*) Based on a T&M estimate of three (3) months to include on-going consultancy services for the deployment, optimization and benchmarking of the BUR PWN.

EXHIBIT C

Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
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.