



August 16, 2018

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

The regular meeting of the Operations and Development Committee scheduled for Monday, August 20, 2018, at 8:30 a.m., in the Airport Skyroom at Hollywood Burbank Airport has been canceled.

NOTICE is hereby given that a special meeting of the Operations and Development Committee will be held Monday, August 20, 2018, at 8:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California 91505.

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

SPECIAL MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE

Airport Skyroom
Monday, August 20, 2018
8:00 A.M.

The public comment period is the opportunity for members of the public to address the Committee on agenda items and on airport-related non-agenda matters that are within the Committee's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached

Members of the public are requested to observe the following decorum when attending or participating in meetings of the Committee:

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Committee during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Committee's subject matter jurisdiction.*
- *Limit comments to five 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 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

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. July 16, 2018

[See page 1]

4. Contracts and Leases

a. Award of Construction Contract, Award of Professional Services Agreement and Approval of Project Budget for Taxiway C and D West End and General Aviation Ramp Rehabilitation Project Number E17-08

• Staff Report Attached

[See page 5]

Staff seeks an Operations and Development Committee recommendation to the Commission for: i) Award of a construction contract in the amount of \$5,472,800 to Sully-Miller Contracting Company for the construction of the Taxiway C and D West End and General Aviation Ramp Rehabilitation Project; ii) Award of a professional services agreement for a lump sum amount of \$418,445 with RDM International, Inc. for engineer of record construction administration services, onsite technical services, inspection and material testing; iii) Approval of a project budget for construction management, contract administration field observation for a not-to-exceed amount of \$175,000; and, iv) Approval of a project aggregate contingency of \$333,269.

This item, subject to the recommendation of the Committee, has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

b. Award of Professional Services Agreement Intervistas Consulting, Inc. for Air Service Development Consulting Services

• Staff Report Attached

[See page 10]

Staff seeks an Operations and Development Committee recommendation to the Commission for award of a Professional Services Agreement, copy attached, to InterVistas Consulting, Inc., for air service development support services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000 to be completed within FY 2019.

c. Award of Purchase Order for Shuttle Services Between Burbank Airport-North Metrolink Station and Hollywood Burbank Airport

• Staff Report Attached

[See page 26]

Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a Purchase Order to Arcadia Transit

Inc. ("Super Shuttle") in the monthly amount of \$16,240 for shuttle services between the Airport and the Burbank Airport – North Metrolink Station on a month-to-month basis not to exceed six months, and to authorize the Executive Director to execute the same.

To maintain continuity of service, this item, subject to the recommendation of the Committee, has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

5. Items for Discussion

a. Baggage System, Ticket Counter and Security Checkpoint Modifications

- No Staff Report is Attached

Staff will brief the Committee on request received from the airlines after the adoption of the FY 2019 Budget for modifications to baggage make up system, common use ticket counters and security checkpoints for passenger processing in the current facility.

6. Adjournment

Subject to Approval

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

MONDAY, JULY 16, 2018

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

ROLL CALL

- | | |
|---|--|
| Present: | Commissioners Brown, Tornek and Devine |
| Absent: | None |
| Also Present: | Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Denis Carvill, Deputy Executive Director, Operations
and Airline Relations; Nerissa Sugars, Marketing
Communications and Air Service Manager |
| | Michael Fiore, Anyone Collective |
| 1. Approval of Agenda | There were no adjustments to the agenda |
| 2. Public Comment | There were no public speakers |
| 3. Approval of the Minutes | |
| a. May 21, 2018 | Commissioner Tornek moved approval of the minutes
of the May 21, 2018, meeting. The minutes were
approved (3-0). |
| 4. Contract and Leases | |
| a. Award of Professional Services
 Agreement – Parking
 Consulting Services; Steer Davies &
 Gleave, Inc. | Prior to discussing the proposed Professional
Services Agreement ("Agreement") for parking and
ground transportation consulting services, Staff
reported that it had retained Steer Davies & Gleeve
("SDG") for consulting services during FY 2017 and
FY 2018 in connection with the self-park management
and valet parking services procurement. That
procurement successfully concluded two months ago
with the Commission's award to SP+ of a new
contract for self-park management and valet parking
services. SDG also assisted Staff with preparation of
the procurement documents (including the Request
for Qualifications and the Request for Proposal), as
well as with evaluation of submissions and
determination of the contract award recommendation. |

Staff stated it would be beneficial for the Authority to retain SDG for additional parking and ground transportation services. In particular, SDG can provide valuable assistance with customer services improvements to the Airport's self-park and valet parking operations, as well as with implementation of the online booking system with the variable pricing component.

This item was agendaized for the Committee's consideration because the value of the proposed Agreement, combined with the amount paid to SDG under the original contract, exceeds the Executive Director's authorization under the Authority Expenditure Policy. The cost of the proposed Agreement is included in the recently Adopted FY 2019 Budget for Professional Services.

Staff recommended that the Committee recommend to the Commission that it award a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc., for parking and ground transportation consulting services, including assistance with the implementation of the pre-booking program for self-park and valet parking at the Airport. The proposed Agreement is through FY2019 and can be terminated by either party with 30 days' notice. The cost of the proposed Agreement is \$72,080.

Motion

Commissioner Tornek moved approval of Staff's recommendation, seconded by Commissioner Devine.

Motion Approved

The motion was approved unanimously (3-0).

b. Award of Contract – Branding Phase IV: Anyone Collective

Staff reported that since 2015, Anyone Collective has been engaged to work closely with Staff to complete approved Phases I - III of the Airport branding program. The initiative's primary, long term objective is to increase passenger levels at the Airport.

It was during Phase III this past year that the branding initiative began to garner the attention of air carriers that currently serve the Airport, as well as the attention of other air carrier representatives who met with Staff at various air service development conferences. One example of this heightened interest is Alaska Airlines' current marketing campaign, which specifically revolves around the "Hollywood Burbank Airport" name, the convenience of the Airport

itself and its location compared to the other facilities in the Los Angeles metro area.

The airlines' accelerated interest in the Authority's branding program, and subsequently the airlines' recognition of the potential for even more passenger generation working collaboratively with the Authority and Anyone Collective, will be a major focus of the proposed Phase IV. Anyone Collective and Staff will work regularly with the air carriers' network planning and marketing departments in creating a coordinated marketing effort to promote the use of Airport.

Staff reported that In addition to the proposed coordinated marketing effort, Anyone Collective will also provide support to the Authority's air service development efforts. Phase IV will include the creation of new air service development material, including deck presentation templates, and custom presentations to help promote the Airport as air carriers develop their respective network plans both in the near term and medium range planning.

Concurrent with the collaboration with air carriers and concentration on air service development, Phase IV will continue the investment made in Phases I - III, to ensure that the branding foundation established and the data obtained in the three previous phases is maintained and built upon. Phase IV will continue the use of Phase III analytics to create hyper-targeted, measurable marketing campaigns designed to encourage engagement and bring in new passengers. Anyone Collective's task of identifying new markets will continue, and it will be tasked with developing a creative program that incorporates current branding and messaging outreach trends. Further Phase IV tasks require Anyone Collective to refresh the Authority's marketing channels, which includes redesigning the Airport website consistent with current branding efforts.

Appropriations for the proposed effort is included in the Air Service Retention/Development of the recently Approved FY 2018/19 Budget.

Staff recommended that the Committee recommend to the Commission award of the Agreement to Anyone Collective for consulting services and marketing media purchases to implement Phase IV of the Authority's airport branding program in an amount

not to exceed a total of \$570,000; and that the President be authorized to execute the same.

Motion

Commissioner Devine moved approval of Staff's recommendation, seconded by Commissioner Tornek.

Motion Approved

The motion was approved unanimously (3-0).

5. Adjournment

There being no further business, the meeting adjourned at 9:03 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 20, 2018**

**AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY C AND D WEST END AND GENERAL AVIATION RAMP REHABILITATION
PROJECT NUMBER E17-08**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for:

- i) Award of a construction contract in the amount of \$5,472,800 to Sully-Miller Contracting Company ("Sully-Miller") for the construction of the Taxiway C and D West End and General Aviation Ramp Rehabilitation Project;
- ii) Award of a professional services agreement for a lump sum amount of \$418,445 with RDM International, Inc. ("RDM") for engineer of record construction administration services, onsite technical services, inspection and material testing;
- iii) Approval of a project budget for construction management, contract administration field observation for a not-to-exceed amount of \$175,000; and,
- iv) Approval of a project aggregate contingency of \$333,269.

This item, subject to the recommendation of the Committee, has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

BACKGROUND

The most heavily used portions of Taxiways C and D were rehabilitated in 2009, the balance of the taxiways and adjacent shoulders have not been rehabilitated for more than 30 years. These portions of Taxiways C and D and the adjacent shoulder areas have now exceeded their useful life and are to be rehabilitated as part of this project. Similarly, the general aviation ("GA") ramp areas in northwest quadrant were last rehabilitated in 1997 and all surfaces have exceeded their useful life. The GA ramp is also to be rehabilitated as part of this project.

PROJECT DETAILS

The Authority engaged RDM to design the rehabilitation of taxiways, shoulders and GA ramp areas included in the scope of the proposed project. The planned rehabilitation detailed in the design consists of full depth pavement removal and the placement of new hot mix asphalt pavement. In the GA ramp area, the designer incorporated an increased pavement section from 4" thick to 5" thick in order to increase the structural integrity of the pavement and better accommodate loading and traffic of the tenant's aircraft. Additionally, the engineer recommended an alternative pavement material within the top 1" of the GA

ramp pavement section. Large aircraft frequently park in the GA ramp area for extended duration and, due to the loading and characteristics of use, this area is especially susceptible to rutting. The alternative material provides a more durable pavement surface and is intended to extend the useful life of the GA ramp area. Bidders provided pricing for both the base and alternate scenarios. Based on the pricing provided and the FAA's willingness to incorporate the higher priced alternate scenario, the values above are inclusive of the alternate.

DBE PROGRAM

Certain elements of the Authority's adopted "race conscious" Disadvantaged Business Enterprise ("DBE") program and guidelines were incorporated into the construction bid documents. The triennial DBE Program Goal is 13%; however, the DBE goal established for this specific project was 24.86%. Staff held a mandatory pre-bid meeting and job walk on April 12, 2018, for all potential bidders.

PROCUREMENT (SOLICITATION/BID EVALUATION/RECOMMENDATION FOR AWARD)

Staff initiated the bid process on March 29, 2018, by posting bid documents on PlanetBids and advertising in the Dodge Construction News and local and minority newspapers, reaching out to DBEs and local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city halls. Bids were received on the PlanetBids system on April 30, 2018, and four contractors submitted bids with the following results:

CONTRACTOR	BASE BID	BASE BID + ALTERNATE	"Good Faith"	DBE %
Sully-Miller Contracting Company (Orange, CA)	\$4,374,000.00	\$5,472,800.00	Yes	19.76%
PALP, Inc. dba Excel Paving Company (Long Beach, CA)	\$4,968,969.25	\$6,298,669.25	N/A	19.5%
CA Rasmussen (Valencia, CA)	\$5,304,512.35	\$6,338,992.35	N/A	15.04%
All American Asphalt	\$6,545,347.70	\$7,872,947.70	N/A	8.7%

DBE PROGRAM – BID EVALUATION

Following receipt of the bids, because Sully-Miller was not successful in meeting the project goal of 24.86%, the Authority's DBE Liaison Officer ("DBELO") evaluated the firm's DBE participation to confirm that it demonstrated a "Good Faith Effort" as defined by 49 CFR Part 26.53. Attendance at the pre-bid meeting was another requirement for responsiveness to the bid solicitation. The DBELO confirmed that Sully-Miller attended the mandatory pre-bid

conference in addition to providing sufficient documentation that demonstrated a "Good Faith Effort." Sully-Miller provided documentation that it contacted 275 DBE subcontractors either through fax, correspondence or phone calls, and that it subsequently received bids from nine DBE subcontractors. These nine DBE subcontractors represent a DBE Participation commitment of 19.76% of the total bid amount.

ENGINEERING – BID EVALUATION

The bids were evaluated by the Procurement Department to determine responsiveness to the bid documents. Staff inspected the inventory of documentation required of each bidder and determined that all were "responsive" as 100% of the documentation requirements were received by each bidder. An additional evaluation was conducted to determine whether there were any bid anomalies, and none were found.

ENGINEER'S ESTIMATE

An Engineer's Construction Estimate, prepared by RDM, estimated a construction cost of \$4,389,000 for the base bid (excluding contingency), and \$1,238,000 for the Additive Alternate. The Engineer's Estimate for base bid plus the alternate is \$5,446,400, within 0.5% of the low-bidder being recommended for award.

SCHEDULE

The contractor's performance period is 120 calendar days and Staff shall issue a Notice to Proceed as soon as possible following Commission approval and receipt of all contractual prerequisites.

TECHNICAL SERVICES, TESTING AND INSPECTION

As part of the competitive selection process for design services, RDM was also selected to provide engineer of record construction administration services, technical services and inspection and materials testing services. These services include regular site visits, weekly progress meeting participation, materials compliance testing (quality assurance/quality acceptance), compaction testing, non-compliance reporting and corrective actions follow up, FAA Acceptance Testing Summary reporting. An Independent Fee Estimate of \$425,700 for these services was prepared. Staff negotiated with RDM a value for these services in the lump sum amount of \$418,444.74 and believes this price is reasonable based upon the required services and value of the independent fee estimate.

CONSTRUCTION MANAGEMENT, CONTRACT ADMINISTRATION

Project and construction management, field coordination, and security will be provided by Airport Authority staff from the Engineering, Operations and Maintenance Departments. Azrial Consulting will provide AutoCad and site reference services. The proposed total not-to-exceed budget for all these services is \$175,000. Azrial Consulting provides services to the Airport on an as-needed basis via an ongoing time and materials contract.

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STAFF REPORT\OPERATIONS\08-20-18
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY C AND D WEST END AND GENERAL AVIATION RAMP REHABILITATION
PROJECT NUMBER E17-08

OPERATIONS IMPACTS

Staff will communicate regularly with the FBO, hangar tenants and all stakeholders in advance to coordinate the timing of work throughout the duration of the project. The project scope allows for flexibility in timing of work in specific areas without impact to the contractor if appropriately scheduled in advance. The intense coordination facilitated by Staff between the tenants and contractor will allow the work to be completed with a minimum disruption to tenants.

The contractor is authorized to work seven days a week. Construction of a majority of the project scope will be performed during day shifts. There is limited work that must be completed within the runway safety area ("RSA") which must be done during nighttime hours. For work within the RSA, there are substantive contractually imposed liquidated damages for failure to complete the work prior to scheduled commencement of Airport operations each morning. These liquidated damages are assessed in terms of "minutes" of delay.

ENVIRONMENTAL REVIEW

Staff has reviewed the California Environmental Quality Act guidelines regarding exemptions applicable to this project and determined that this project is exempt pursuant to the Class 1 categorical exemption (14 C.C.R. § 15301). Among other things, that exemption covers rehabilitation of deteriorated facilities to meet current standards of public health and safety in situations where damage is not substantial and has not resulted from an environmental hazard.

BUDGET APPORTIONMENT

CATEGORY OF WORK	REVISED AMOUNT	% of COSTS	ADOPTED FY2019 BUDGET
Construction	\$ 5,472,800	85.6%	\$ 5,460,000
Construction Administration/Testing & Inspection	\$ 418,445	6.5%	\$ 346,000
Construction Management/Contract Administration	\$ 175,000	2.7%	\$ 200,000
Total	\$ 6,066,245	94.8%	\$ 6,006,000
Project Contingency	\$ 333,269	5.2%	\$ 169,000
Project Total	\$ 6,399,514	100%	\$ 6,175,000

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STAFF REPORT/OPERATIONS/08-20-18
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY C AND D WEST END AND GENERAL AVIATION RAMP REHABILITATION
PROJECT NUMBER E17-08

BUDGET IMPACTS

The Adopted FY 2019 Budget includes appropriations for this project programmed at \$6,175,000 to be funded utilizing Airport Improvement Program Grant funds at 80.59% (\$4,976,432), the maximum allowed for AIP eligible projects with the remaining local match of 19.41% from PFC funds (\$1,198,568). Subsequently at the time of grant award, the FAA increased the AIP construction funding to \$5,157,368 based on a revised total project cost of \$6,399,514. There are no fiscal impacts other than the planned utilization of Airport funds for the local match prior to receiving approval of the PFC application by the FAA.

The project cost increase is primarily due to a determination that additional contingency is warranted due to the nature of the work. The construction contract is payable based on quantities of work completed and variation in such quantities may occur based on actual thickness of existing pavement or other existing site conditions. Every attempt will be made to minimize the use of contingency.

Additionally, FAA included funding (\$80,982) in this grant to supplement a previous design grant for cost incurred in FY 2018 to develop an alternative design for this project. The local match for this additional funding will be through a pending PFC application for this project.

RECOMMENDATIONS

Staff seeks a Committee recommendation to the Commission that it:

- i) Award a construction contract in the amount of \$5,472,800 to Sully-Miller for the construction of the Taxiway C and D West End and General Aviation Ramp Rehabilitation Project;
- ii) Award a Professional Services Agreement to RDM for a lump sum amount of \$418,445 for engineer of record construction administration services, onsite technical services, inspection and material testing;
- iii) Approve a project budget for construction management, contract administration field observation for a not-to-exceed amount of \$175,000; and,
- iv) Approve a project aggregate contingency of \$333,269.

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STAFF REPORT\OPERATIONS\08-20-18
AWARD OF CONSTRUCTION CONTRACT,
AWARD OF PROFESSIONAL SERVICES AGREEMENT, AND
APPROVAL OF PROJECT BUDGET FOR
TAXIWAY C AND D WEST END AND GENERAL AVIATION RAMP REHABILITATION
PROJECT NUMBER E17-08

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 20, 2018**

**AWARD OF PROFESSIONAL SERVICES AGREEMENT
INTERVISTAS CONSULTING, INC.
FOR
AIR SERVICE DEVELOPMENT CONSULTING SERVICES**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for award of a Professional Services Agreement ("Agreement"), copy attached, to InterVistas Consulting, Inc., ("InterVistas") for air service development support services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000 to be completed within FY 2019.

BACKGROUND

Staff retained InterVistas for these consulting services during FY 2018 in connection with the Authority's general air service development efforts and at industry air service development conferences throughout the year.

The Airport over the past two fiscal years has experienced significant positive passenger growth and the addition of more nonstop flights starting the fall of this year. To continue this trend and the growing interest from air carriers to include the Airport in their future network planning, InterVistas will be used to provide Staff with: on-call support for air service development efforts; advice on communications with the network planning and scheduling representatives of the air carriers; information regarding potential air service development opportunities; information regarding policy and regulatory matters which may impact air service development; and marketing data support analysis.

InterVistas' expertise in these areas will support Staff's efforts to continue the momentum experienced to date. Additionally, InterVistas will continue to support the Airport's participation at airline-airport meetings and conferences such as the Allegiant Conference, Routes Americas, and Jumpstart.

BUDGET IMPACT

As fees previously paid to InterVistas under its original agreement and the fee under the proposed Agreement combined exceeds the Executive Director's authorization, this item is being presented to the Committee for its consideration. The cost of the proposed Agreement is included in the Adopted FY 2019 Budget for air service development.

RECOMMENDATION

Staff recommends to the Committee that it recommend to the Commission the award of the proposed Agreement to InterVistas in the not-to-exceed amount \$70,000 for air service development support services and that the President be authorized to execute the same.

PROFESSIONAL SERVICES AGREEMENT
(Burbank-Glendale-Pasadena Airport Authority/InterVISTAS Consulting Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is dated September 17, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and InterVISTAS Consulting Inc., ("Consultant"), a Delaware corporation ("Consultant").

RECITALS

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Consultant as an independent contractor to provide the following professional services: air service development support for FY 2019.

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. "Commencement Date": _____, 2018.

B. "Contract Administrator": Denis Carvill or a duly authorized designee.

C. "Contract Limit": \$70,000.

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

E. "Expiration Date": June 30, 2019.

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

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

H. "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.

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

J. "Proposal": Consultant's July 23, 2018 proposal attached as Exhibit A.

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

2. Services.

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

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

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

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

9. Indemnification.

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

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

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

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

11. Suspension. The Contract Administrator may suspend all or any part of 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.

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

Authority
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Mr. Denis Carvill
E-mail: dcarvill@bur.org

Fax: 818-557-0263

Consultant
InterVISTAS Consulting Inc.
1150 Connecticut Ave., NW Suite 601
Washington, DC 20036
Attn: Richard J. Sullivan
E-mail: Richard.Sullivan@InterVISTAS.com
InterVISTAS.com
Fax: 202-688-2225

13. Assignability. Consultant shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the Executive Director's prior written consent. Any attempt by Consultant to assign, transfer or subcontract any rights, duties or obligations in violation of this prohibition shall be void.

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

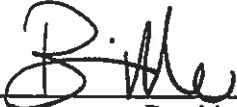
15. Exhibits. Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A or B, the provisions of this Agreement shall prevail. In the event of any material discrepancy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

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

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

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

InterVISTAS Consulting Inc.



 Chairperson President Vice President

 Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

Zareh Sinanyan, President

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

**EXHIBIT A
Proposal**

(attached)

InterVISTAS
Consulting Inc.

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July 23, 2018

Mr. Denis G. Carvill
Deputy Executive Director
Operations, Maintenance & Airline Relations
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

Subject: Proposal to Support Air Service Development – FY 2019

Dear Denis:

InterVISTAS Consulting, Inc. ("InterVISTAS") is pleased to present this proposal to provide air service development support to the Hollywood Burbank Airport ("BUR" or the "Airport"). InterVistas proposes to perform the following Task as described below.

Task 1: Ad Hoc Services

InterVISTAS will undertake the following activities in support of BUR's air service development efforts:

Provide BUR with on call support for various air service development related efforts during 2018:

Provide advice on air carrier communications

Provide BUR airport management with intelligence on potential air service development opportunities;

Provide advice related to policy and regulatory matters;

Provide miscellaneous air carrier and market analysis, as requested;

Provide services to support BUR's participation at airline/airport conferences such as the Allegiant Conference, Routes Americas and Jumpstart. Services to be provided in conjunction with these conferences could include:

- ⌚ Review with BUR the air carriers planning to attend each conference to assist in the prioritization of requests for airline meetings;
- ⌚ In conjunction with BUR, develop objectives for each air carrier meeting;
- ⌚ Analyze and recommend an approach, including target markets, for each of the air carrier meetings;
- ⌚ Prepare marketing and analytical materials, as appropriate, for the one-on-one airline meetings;
- ⌚ Support follow up efforts with air carriers directly related to interactions at these conferences;
- ⌚ At BUR's option on-site support and participation at each conference.

Proposed Budget

InterVistas proposes the following budgets for the tasks described above.

Task Description	Proposed Budget
Task 1: Ad Hoc Services	\$70,000.00

The proposed budget for the Two Tasks in combination, including estimated reimbursable expenses, is not to exceed \$70,000.00.

Work on these tasks will be billed at the following hourly rates:

Role	Hourly Rate
Project Manager/Senior Vice President	\$235.00
Research Director/Vice President	\$175.00
Senior Analyst	\$165.00
Junior Analyst	\$145.00
Graphic Artist	\$100.00

Reimbursable expenses will be charged to BUR at cost, subject to prior approval by the Airport. The budget for FY 2019 includes an estimate for reimbursable expenses.

Please let us know if you have any questions regarding this proposal.

With best regards,

A handwritten signature in black ink, appearing to read 'Richard J. Sullivan', written over the text 'With best regards,'.

Richard J. Sullivan

EXHIBIT B
Insurance Requirements

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

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

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

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

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

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

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

B. 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.

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

D. 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.

E. 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, or 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.

F. 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.

G. 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.

H. 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. 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. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work.

EXHIBIT C
Non-AIP Project Federal Requirements

1. General Civil Rights Provisions

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

2. Civil Rights – Title VI Assurance

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

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

B. **Non-discrimination:** Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

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

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

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

3. Federal Fair Labor Standards Act

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

4. Occupational Safety and Health Act

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

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
AUGUST 20, 2018**

**AWARD OF PURCHASE ORDER
FOR
SHUTTLE SERVICES
BETWEEN
BURBANK AIRPORT - NORTH METROLINK STATION
AND HOLLYWOOD BURBANK AIRPORT**

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission to award a Purchase Order ("P.O.") to Arcadia Transit Inc. ("SuperShuttle") in the monthly amount of \$16,240 for shuttle services between the Airport and the Burbank Airport – North Metrolink Station ("Station") on a month-to-month basis, not to exceed six months, and to authorize the Executive Director to execute the same.

To maintain continuity of service, this item, subject to the recommendation of the Committee, has also been placed on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

BACKGROUND

On May 7, 2018, Staff advised the Commission of a three-month trial shuttle service between the Airport and the Station effective with the opening of the Station on May 14, 2018. The shuttle service consists of a dedicated shuttle scheduled to meet each Metrolink train arrival. The current rail service to the Station is 14 scheduled trains in each direction, for a total of 28 trains Monday through Friday, with 6 trains scheduled in each direction for a total of 12 scheduled services on the weekends.

Staff selected SuperShuttle to initially provide three months of shuttle service on a month-to-month basis. During this initial period Staff analyzed ridership figures with the goal of identifying appropriate level of shuttle service.

Analysis of the data gathered on ridership utilization patterns indicates that the service is used between the hours of 7:00am and 4:00pm, with some sparse usage at 5:30am and 6:00pm. Nineteen out of the 28 scheduled weekday daily trips had three or more passengers on eight or less occasions. Nine of the 28 scheduled weekday trips had zero passengers on every occasion. The result of this analysis indicates that the current shuttle service can be adjusted to more accurately service the ridership levels.

The Authority's Right of Entry Agreement with Metro provides the Authority with the absolute discretion to determine the frequency of its shuttles. If the Authority should ever desire to cease providing the shuttle service, the Authority would need to submit a request to cease the service

to Metro with at least 60 days notice. Metro would not be able to unreasonably withhold approval of such a request.

Based on the data gathered to date, Staff recommends that for the next six months shuttle service to the Station be modified to twice per hour Monday through Friday, rather than meeting every scheduled train arrival and meeting each of the six trains on Saturdays and Sundays. This service adjustment equates to the reduction of 24 daily weekday trips, from 56 trips to 32 trips.

Staff will continue to monitor and analyze ridership patterns during this period to determine if further service level modifications are appropriate. With the additional data, Staff intends to issue a Request for Proposals for shuttle service with a scope of service reflecting the level of service needs for shuttle transport between the Station and the Airport.

BUDGET IMPACT

The cost for the initial three-month trial period of shuttle service has been supported through the remaining funds in an existing grant previously received from Metro that was within the Executive Director's authorization. However, the cost for shuttle service for the proposed six-month period exceeds the amount of funds remaining. As service levels and cost for the service was not fully defined during the budget process, the cost for the shuttle service was not included in the adopted FY 2019 budget. Staff is currently seeking alternate funding sources to support the shuttle service; however, if other funding sources are not obtained, a budget amendment may be required in the future.

RECOMMENDATION

Staff recommends that the Committee recommend to the Commission award of a P.O. to SuperShuttle in the monthly amount of \$16,240 for shuttle services between the Airport and the Station on a month-to-month basis not-to-exceed six months and authorization for the Executive Director to execute the same.