



October 14, 2016

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 Monday, October 17, 2016, at 8:30 a.m., in the Airport Skyroom of the Hollywood Burbank Airport, 2627 Hollywood Way, Burbank, California, 91505.

The items to be discussed are listed on the attached agenda.

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Regular Meeting of Monday, October 17, 2016
8:30 A.M.

NOTE TO THE PUBLIC: Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 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. October 3, 2016 [See page 1]
4. Contracts and Leases
 - a. DVSS Storage Area Network (SAN) Purchase and Installation Services
 - Staff Report Attached [See page 3]

Staff seeks a recommendation to the Commission for an award of contract to PM2NET, Inc., for the purchase and installation of two model GS3000 InforTrend EonStor systems, also known as Storage Area Networks to replace the current systems which have reached their end of life and are not expandable to meet the current storage requirements of the Authority's Digital Video Surveillance System.

Staff also seeks a recommendation that it authorize the Executive Director to issue a purchase order to PM2NET, Inc., for the acquisition

and installation of two InforTrend systems in the total amount of \$647,455.00, plus utilize the existing professional services blanket purchase order with Vigilant Technologies for installation/configuration support in the not-to-exceed amount of \$29,810, with an additional \$32,000 project contingency for an aggregate combined cost of \$709,265.

Subject to the recommendation of the Committee, this item has been included in the Commission's agenda for review and consideration at its meeting immediately following the Committee meeting.

b. Swanson Rink Professional Services Agreement Recapitalization
in Node 1 and Node 2 Baggage Screening Equipment

- Staff Report Attached

[See page 6]

Staff seeks a recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc., in the amount not-to-exceed of \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit for staff, staff seeks the Committee's recommendation and Commission approval to execute this agreement.

Subject to the recommendation of the Committee, this item has also been included on the Commission's agenda for consideration at its meeting immediately following the Committee meeting.

5. Other Contracts and Capital Projects

6. Adjournment

Subject to Approval

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

MONDAY, OCTOBER 3, 2016

A regular meeting of the Operations and Development Committee was called to order on this date in the Airport Skyroom of the Burbank-Glendale-Pasadena Airport Authority, 2627 Hollywood Way, Burbank, California, at 8:30 a.m., by Chairman Brown.

ROLL CALL

Present: Commissioners Brown, Sinanyan and Selvidge (via teleconference)

Also Present: Staff: Frank Miller, Executive Director; John Hatanaka, Senior Deputy Executive Director; Mark Hardyment, Director, Government and Environmental Affairs; Mary Tromp, Manager, Revenue Parking; and Derrick Cheng, Administrative Assistant, Public Relations Department and Government and Environmental Affairs

Assistant General Counsel: Terrence R. Boga of Richards, Watson & Gershon

- 1. Approval of Agenda** Commissioner Selvidge moved approval of the agenda, seconded by Commissioner Sinanyan. The agenda was approved unanimously (3–0).
- 2. Public Comment** There were no public speakers.
- 3. Approval of Minutes**
 - a. September 6, 2016** Commissioner Brown moved approval of the minutes of the September 6, 2016, meeting, seconded by Commissioner Sinanyan. The minutes were approved unanimously (3–0).
- 4. Items for Discussion**
 - a. Installation of Electrical Vehicle Charging Stations** Staff provided background information regarding a 2015 agreement between the City of Burbank and the Authority regarding two interrelated Right of Entry Agreements, one agreement for the installation and maintenance of a photovoltaic system on the roof of the Regional Intermodal Transportation

Center and the other agreement for the installation and transfer of ownership of plug-in electric vehicle charging ("PEV") stations. Staff advised the Committee that upon agreement of the Burbank City Council and the Authority, Department of Burbank Water and Power staff, in conjunction with Airport Engineering Department staff, began designing and engineering efforts for a Level 2 charger installation in the replacement parking structure.

Staff reported that two Level 2 chargers were installed in the replacement parking structure located in the valet parking area. This installation, consisting of three dual connector PEVs was completed, inspected and approved for use on September 19, 2016. The dual PEV connectors can service a total of six vehicles with a charging time of 2–6 hours, depending on the type of vehicle being charged. There is a service fee of \$5 in addition to applicable parking charges. The chargers are available to Valet customers only. Service began on October 3, 2016.

Staff stated that in 2017, a DC fast-charge station will be installed in the short-term parking area next to a dedicated Americans with Disabilities Act accessible parking space. The DC fast-charge station will charge a vehicle with a minimum charging time of 20 minutes.

5. Items for Information

b. August 2016 Passenger Statistics and Parking Information

Staff reported the statistics for the month of August 2016 and noted an overall increase in revenue passengers of 7.4% and a 13.2% increase in carrier capacity compared to August 2015.

Staff reported parking statistics for August 2016 show \$1,679,209 in overall parking revenue, a 3.9% increase in revenue compared to August 2015, with a 27% total increase in overall transactions, from 49,487 in August 2015 to 62,705 transactions for the month of August 2016.

6. Adjournment

There being no further business, the meeting was adjourned at 8:58 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
OCTOBER 17, 2016**

**DVSS STORAGE AREA NETWORK (SAN) PURCHASE AND
INSTALLATION SERVICES**

SUMMARY

As part of the Burbank-Glendale-Pasadena Airport Authority's ("Authority") Information and Communication Technologies ("ICT") Department's continuing efforts to provide a technologically secure and advanced network infrastructure, Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for an award of contract to PM2NET, Inc. for the purchase and installation of two model GS3000 InforTrend EonStor systems, also known as Storage Area Networks ("SANs") to replace the current Dell Compellent SANs that have reached their end of life and are not expandable to meet the current storage requirements of the Authority's Digital Video Surveillance System ("DVSS").

Staff seeks a Committee recommendation to the Commission that it authorize the Executive Director to issue a purchase order to PM2NET, Inc. for the acquisition and installation of two InforTrend systems in the total amount of \$647,455, plus utilize the existing professional services blanket purchase order with Vigilant Technologies for installation/configuration support in the not-to-exceed amount of \$29,810, with an additional \$32,000 project contingency for an aggregate combined cost of \$709,265.

Subject to the recommendation of the Committee, this item has been included in the Commission's agenda for review and consideration at its meeting immediately following the Committee meeting.

BACKGROUND

Currently, the Authority's Primary Digital Video Surveillance System ("DVSS") recordings reside on two SANs manufactured by Dell which were installed in May 2010. These current SANs utilize older hard-drive technology and have reached their end-of-life cycle. These SANs reside in two separate locations in the Airport facility, providing backup failover capability. These pieces of equipment, which provide the storage for the video recordings from the DVSS system, are due for replacement. The InforTrend system provides a smaller equipment footprint, faster data read/write ability, and greater storage capacity with fewer devices, which doubles the total usable storage space for the Authority's system and provides for future capacity.

REQUEST FOR PROPOSALS

On August 3, 2016, Staff submitted Request for Proposals on PlanetBids for the most comprehensive solutions.

The RFP Project Description/Scope of Services included requirements that the selected proposer ("Vendor") shall design, procure, install, test and warrant a video data storage system that included a minimum set of specifications inclusive of a minimum 5-year, 24x7, 4-hour on-site hardware warranty, tax and installation.

A maximum of 100 points were awarded based upon the quality and thoroughness of the proposer's response to each evaluation factor as follows:

CRITERIA	MAXIMUM POINTS
Experience	10
References	5
Project Team	5
Cost	50
Quality of Work/Technical Capability	25
Overall Responsiveness to RFP	5
TOTAL POINTS	100

Staff received twelve proposals of varying solutions and costs on August 19, 2016. A request for Best and Final Offers was submitted to all proposers on September 7, 2016, and subsequently received from all proposers on September 13, 2016. Staff completed evaluations and scoring of the proposals on September 15, 2016. The results are as follows:

PROPOSER	POINTS AWARDED	TOTAL PROPOSAL
PM2NET, Inc.	97.00	\$ 647,455.00
Nth Generation Computing	89.59	\$ 699,725.03
GST	79.58	\$ 760,319.76
Coastline Micro, Inc.	71.06	\$ 794,732.69
IT Savvy, Inc.	69.70	\$ 770,190.88
P1 Technologies	67.18	\$ 956,455.36
DTC	59.15	\$1,178,115.68
Cable Masters	45.18	\$1,552,304.03
CalNet Technology Group	43.71	\$2,153,031.05
NetExperts, Inc.	38.47	\$2,997,903.64
NovaCoast, Inc.	34.25	\$5,470,076.22
Tec-Refresh, Inc.	24.65	\$4,423,575.40

PROFESSIONAL SERVICES

If approved, PM2NET, Inc. will be responsible for the installation and configuration of the InforTrend systems in conjunction with ICT Staff and Vigilant Technologies, a currently approved ICT outside professional services vendor providing staff augmentation and support of ongoing technology initiatives through a time and materials blanket purchase order.

The estimated outside support costs for this project is estimated not-to-exceed \$29,810 for the installation of both storage arrays.

CONTINGENCY

Staff recommends an approximate 5% contingency of \$32,000 to cover any additional costs that may be incurred during the course of the installation.

BUDGET IMPACT

The Authority's adopted FY 2017 Budget includes a line item for DVSS SAN replacement/ upgrades in the amount of \$1,075,000. Of this amount, \$720,000 was allocated for this SAN replacement project. This project was programmed to be funded utilizing PFC revenues from a yet-to-be submitted application. In order to ensure the DVSS storage system is maintained, Staff recommends initially funding this project through Airport reserves pending reimbursement from PFC revenues upon FAA approval.

Below is a summary of the DVSS SAN replacement costs:

Acquisition of Both SANs	\$647,455
Outside Professional Services	29,810
Contingency	<u>32,000</u>
Total:	<u>\$709,265</u>

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it authorize the Executive Director to issue a purchase order to PM2NET, Inc. for the acquisition and installation of two InforTrend systems in the total amount of \$647,455,00, plus utilize the existing professional services blanket purchase order with Vigilant Technologies for installation/configuration support in the not-to-exceed amount of \$29,810, with an additional \$32,000 project contingency for an aggregate combined cost of \$709,265.

Subject to the recommendation of the Committee, this item has been included in the Commission's agenda for consideration at its meeting immediately following the Committee's meeting.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
OCTOBER 17, 2016**

**SWANSON RINK PROFESSIONAL SERVICES AGREEMENT
RECAPITALIZATION IN NODE 1 AND NODE 2
BAGGAGE SCREENING EQUIPMENT**

DESCRIPTION

As part of a U.S. Department of Homeland Security – Transportation Security Administration (“TSA”) funded multi-phase project to enhance the baggage inspection system at the Hollywood Burbank Airport (“Airport”), Staff seeks an Operations and Development Committee (“Committee”) recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink, Inc. (“Swanson Rink”) in an amount not to exceed \$10,000 to provide the bidding support services for this project. As the cumulative cost of the multi-phase project exceeds the single transaction limit of Staff, Staff seeks the Committee’s recommendation and Commission approval to execution this agreement.

As the TSA desires to move forward with the bidding process, this agreement, 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

In 2012 the TSA approached the Authority with a project that the TSA wanted to implement and fund at the Airport, specifically the replacement of the older four CTX 9900 in-line inspection devices with newer technology. The TSA split the project into two phases. The initial phase, project design, included the preparation of construction documents for bidding and a detailed estimate of the construction costs. At the October 1, 2012, Commission meeting, the Commission approved an “Other Transaction Agreement” (“OTA”) with TSA for the cost of the design and construction document preparation for the upgrade/replacement of the computerized tomographic x-ray (“CTX”) equipment at the Airport that is used to inspect all checked baggage.

In May 2013 the Commission approved a professional services agreement with Swanson Rink to provide the required design and cost estimating services. Swanson Rink was selected through a competitive selection process. Swanson Rink has completed the design phase only at this time.

The TSA has subsequently requested that the Authority move ahead with the bidding phase and provided a new OTA in the amount of \$12,100, copy attached, which was executed in August 2016 by the previous Executive Director. The second phase would be solicitation of construction bids and physical implementation of the construction effort. This second phase of work has since been divided into two sub-phases, making solicitation of construction bids the first sub-phase and the physical implementation of the construction effort the second sub-phase phase.

Staff has negotiated a time and materials Professional Services Agreement with Swanson Rink with a not-to-exceed \$10,000 fee, copy attached, for performing the first sub-phase— solicitation of construction bids.

PROJECT DETAILS

Swanson Rink will provide bidding support to Authority staff by addressing requests for information from potential bidders.

Funding: The bidding phase of the project was not included in the current FY 2016/2017 budget as it was not identified by TSA at the time the FY 2016/2017 budget was prepared. Because this is a pass-through OTA with full reimbursement from the TSA, there is not expected to be any impact on the budget. Staff has been assured by TSA that funding is in place and available.

Schedule: It is anticipated that bidding will commence by mid-November 2016.

Impact on Operations: None

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission to authorize the Executive Director to execute a time and materials Professional Services Agreement with Swanson Rink in an amount not to exceed \$10,000 for bidding support services.

As the TSA desires to move forward with the bidding process, this agreement, 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.

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

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is dated October 17, 2016 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and Swanson Rink, Inc., a Colorado Corporation (“Consultant”).

RECITALS

A. The Authority has executed an Other Transaction Agreement with the Transportation Security Administration (“TSA”) for the Bob Hope Airport Recapitalization in Node 1 and Node 2 (“Project”). The Project involves modification or construction of terminal infrastructure to recapitalize TSA explosive detection systems located within the checked baggage inspection system. For Phase 1 of the Project, the Authority is required to: (i) prepare and issue a construction bid solicitation package; (ii) evaluate construction bids and select a contractor; and (iii) submit salient construction bid information to TSA for review and approval.

B. The Authority desires to retain Consultant as an independent contractor to perform bid support services for Phase 1 of the Project.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and training.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. For purposes of this Agreement, in addition to the definitions set forth above, the following definitions shall apply:

A. “Contract Administrator”: Robert Anderson, Director, Engineering and Planning, or a substitute designated by the Executive Director.

B. “Contract Limit”: Twelve thousand one hundred dollars (\$12,100). The contract limit is comprised of a ten thousand dollar (\$10,000) time and materials not-to-exceed for engineering services and up to three thousand one hundred dollars for documented reimbursable expenses (e.g. project-related transportation, subsistence, lodging, telephone calls, printing, and reproduction expenses).

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

D. “Indemnitees”: the Authority, TBI Airport Management USA, and the respective officers, agents, employees and volunteers of each such entity.

E. “Scope of Work”: the scope of work set forth in Consultant’s September 27, 2016 proposal attached as Exhibit A.

2. Consultant’s Services.

A. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in the Scope of Work.

B. The services shall be performed in a timely, regular basis in accordance with Exhibit A and the instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. All services rendered by Consultant shall be provided in accordance with all applicable rules, regulations and other laws of the Authority and any federal, state or local governmental agency having jurisdiction at the time service is rendered.

D. Consultant shall perform all work to the professional standards of the industry and in a manner reasonably satisfactory to the Authority. Consultant shall refer any decisions that must be made by the Authority to the Contract Administrator.

E. In the event any claim is brought against the Authority relating to Consultant's services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation that the Authority might require.

3. **Term.** This Agreement shall commence upon execution. Unless earlier terminated as provided herein, this Agreement shall remain in effect until the Scope of Work has been satisfactorily completed by Consultant or until February 28, 2017, whichever occurs first.

4. **Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for the Scope of Work, according to Consultant's proportionate completion of the Scope of Work. In no event shall the compensation payable to Consultant under this Agreement exceed the Contract Limit.

B. On a monthly basis, Consultant shall submit to the Authority an invoice for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, an estimate of the percentage complete, and a proportionate billing equal to the percentage complete. Within thirty (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. Consultant shall not, at any time, or in any manner, represent that it is in any manner an employee of the Authority.

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 restriction or limitation upon use or dissemination by the Authority.

7. **Confidentiality.** Consultant shall preserve the confidentiality of all data, documents, discussion or other information that is developed or received by it or that is provided for performance of 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 the expiration or termination of this Agreement. Consultant's covenant under this section shall survive the 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. **Indemnity for Design Professional Services.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, employees, subcontractors or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional" as the term is defined under California Civil Code Section 2782.8(c)(2).

B. **Other Indemnities.** Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages"), in law or equity, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, employees, subcontractors, or agents (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the payment of all consequential damages, including the Authority's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the Authority, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of the Authority's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith or in enforcing the indemnity herein provided. Consultant's duty to defend pursuant to this paragraph B shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Insurance.

A. During the term of this Agreement, Consultant shall procure, carry, maintain and keep in full force and effect, a policy or policies of insurance of types and with minimum limits described below:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Professional Liability: \$1,000,000 per claim and \$2,000,000 annual aggregate.
4. Workers' Compensation: in accordance with State of California statutory requirements.

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

1. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
2. 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.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the Indemnitees.
4. 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.
5. Coverage shall not be cancelled by either party except after thirty (30) days prior written notice by mail has been given to the Authority, ten (10) days notice if cancellation is due to nonpayment of premium.
6. 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.
7. Any deductibles or self-insured retentions must be declared to and approved by the Contract Administrator. At the option of the Authority, 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 Authority guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. 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.

C. 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 Authority prior to commencement of work.

11. **Termination.** Each party shall have the right to terminate this Agreement at any time for any reason on fifteen (15) calendar days written notice to the other party. In the event of termination, the Authority shall pay Consultant for services satisfactorily rendered to the last working day this Agreement is in effect.

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 facsimile or e-mail before or during the receiving party's regular business hours; or (b) 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 pursuant to the provisions of this section.

AUTHORITY:

Burbank-Glendale-Pasadena Airport Authority
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Frank Miller, Executive Director
E-mail: FMiler@bur.org

CONSULTANT:

Swanson Rink, Inc.
1120 Lincoln St., Suite 1200
Denver, CO 80218
Attn: Stephen W. Bennett, P.E.
E-mail: sbennett@swansonrink.com

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

15. **Litigation.** In the event that either party shall commence legal action to enforce or interpret the provisions of 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.** Exhibit A is incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall prevail.

17. **Incorporation of Mandatory Language.** Each and every provision of law and clause 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 application of either party this Agreement shall promptly be amended to make such insertion or correction.


18. **Entire Agreement.** This Agreement, and the attached Exhibit, represents the entire and integrated contract between the Authority and Consultant related to the Project. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Project. 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 EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement by signing below.

Burbank-Glendale-Pasadena
Airport Authority

Swanson Rink, Inc.

Frank Miller, Executive Director



 Chairman 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.]

Approved as to form:

Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
September 27, 2016 Consultant Proposal

(attached)



September 27, 2016

Mr. Paul Chang
Bob Hope Airport
2627 Hollywood Way
Burbank, California 91505

**Reference: Project Number E12-14
Checked Baggage Recapitalization Screening Design Services Project
Bid Support - Revision 1**

Dear Mr. Chang:

We appreciate the opportunity to provide this proposal for additional engineering services for the above referenced project.

SCOPE OF PROJECT

The scope of this project remains as described in our original agreement dated June 14, 2013 for the replacement of the existing Explosive Detection Systems (EDS) equipment in Terminal A at Bob Hope Airport (BUR) under the TSA EBSP Recapitalization Program.

SCOPE OF SERVICES

Our scope of services for Bid Support will include the following:

- 1) One engineer will attend one onsite pre-bid meeting.
- 2) Bid Support
 - a) Review Bid Prior to Bid
 - b) Respond to jurisdictional Comments
 - c) Respond to RFIs.
 - d) Prepare ASIs.
 - e) Prepare Addendum items clarifying the bid documents as required.

ASSUMPTIONS AND CLARIFICATIONS

1. This fee proposal is based on services being completed by January 31, 2017. If the Scope of Services is not completed by these dates through no fault of Swanson Rink, then the fee will be equitably adjusted.
2. It is understood that all the work contemplated will be performed on an active operating airport and that normal operations are to be maintained for the airport and its tenants throughout the duration of the work.

Mr. Paul Chang
Project Number E12-14
September 27, 2016
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3. We assume the construction work will be performed starting January 2017, instead of the originally anticipated scheduled 2016 delivery. The result is a delay of one year for construction and Construction Administration work.

EXCLUSIONS

1. Construction Administration services are not included in this proposal.
2. Any work other than what is defined in the Scope of Services.

FEE BASIS

The fee for the proposed engineering services is *Ten Thousand No/100 Dollars (\$10,000.00)* on a Time and charges not to exceed basis.

Bid Assist Services	\$9,000
<u>Contingency</u>	<u>\$1,000</u>
Total	\$10,000

Reimbursable expenses incurred by Swanson Rink in the interest of the project include transportation, subsistence and lodging when traveling in connection with the project, long distance telephone calls, and printing and reproduction expenses. Delivery fees and postage is included in this fee.

This fee proposal is valid for sixty (60) days from the date of this letter.

TERMS AND CONDITIONS

Terms and Conditions of this proposal are subject to our standard billing rates dated June 1, 2015.

We look forward to providing our services for this project. If there are any questions, please call.

Sincerely,
SWANSON RINK, INC.

Sent Via Email

Stephen W. Bennett, PE
Vice President, Aviation