



October 17, 2019

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 21, 2019, at 8:30 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

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

REGULAR MEETING
OF THE
OPERATIONS AND DEVELOPMENT COMMITTEE
Airport Skyroom
Monday, October 21, 2019
8:30 a.m.

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

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

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

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The following activities are prohibited:

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*

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Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Committee less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.

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

AGENDA

Monday, October 21, 2019

1. Approval of Agenda
2. Public Comment
3. Approval of Minutes

a. October 7, 2019

[See page 1]

4. Contracts and Leases

a. Award of Contract – Airside Paving Rehabilitation Project Number E18-16

- Staff report attached

[See page 4]

Staff seeks an Operations and Development Committee recommendation to the Commission to:

- **Award a construction contract for Airside Paving Rehabilitation in the amount of \$544,854 to PALP, dba Excel Paving;**
- **Approve a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$30,000; and**
- **Approve a project aggregate contingency of \$8,000 for unforeseen conditions that may arise during construction.**

b. Award of Contract Landscape Maintenance Services

- Staff report attached

[See page 12]

Staff seeks an Operations and Development Committee recommendation to the Commission for approval of a proposed Landscape Maintenance Services Agreement with Parkwood Landscape Maintenance, Inc. for a three-year period, at a fixed price of \$719,712 (\$19,992 monthly cost). The proposed Agreement also includes two one-year extension options, at the Authority's discretion, with a fixed annual cost of \$254,292 (\$21,191 monthly) and \$269,556 (\$22,463 monthly) for year 4 and 5, respectively.

c. Professional Services Agreement Parking and Ground Transportation Consulting Services

- Staff report attached

[See page 15]

Staff seeks a recommendation from the Operations and Development Committee to the Commission to award a Professional Services Agreement

to Steer Davies & Gleave, Inc. for parking and ground transportation consulting services including parking capacity analyses, future parking activity forecasting and planning, and on-call services for parking services implementation. The proposed Agreement is through FY 2020 and can be terminated by either party with 30 days' written notice. The cost of the proposed Agreement is a not-to-exceed amount of \$69,360.

5. Adjournment

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

MONDAY, OCTOBER 7, 2019

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

ROLL CALL

Present: Commissioners Tornek, Devine and Brown

Absent: None

Also Present: Staff: Frank Miller, Executive Director;
John Hatanaka, Senior Deputy Executive Director;
Nerissa Sugars, Marketing Communications and Air
Service Manager; Patrick Lammerding, Deputy
Executive Director, Planning and Development

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. **September 23, 2019** Commissioner Brown moved approval of the minutes of the September 23, 2019 meeting seconded by Commissioner Devine. The minutes were unanimously approved (3-0).
4. **Contract and Leases**
 - a. **Award of Professional Services Agreement for Air Service Consulting Services** Staff presented to the Committee a recommendation for Commission approval of a proposed award of a Professional Services Agreement ("Agreement"), to InterVistas Consulting, Inc., ("InterVistas") for air service consulting services. The total proposed expenditure for these services is for an amount not-to-exceed \$70,000 to be completed within FY 2020.

Staff reported that since FY 2017 it has engaged InterVistas for air service consulting services in connection with the Authority's general air service retention and development efforts and industry air service conferences. Specifically, InterVistas provides the data research and market analysis airlines require in determining whether current

services are to be maintained or if other market opportunities exist.

Over the past three fiscal years, Hollywood Burbank Airport has experienced positive passenger growth and gained new nonstop flight segments. With a focus on retaining those existing services, and the continued interest from air carriers to include this Airport in their future network planning, InterVistas's services will be utilized to provide Staff with on-call support for air service research; communications recommendations with the network planning and scheduling representatives of the air carriers; marketing data support and background information regarding policy and regulatory matters that may impact air service.

InterVistas's expertise in these areas will support Staff's efforts to retain air service at Hollywood Burbank Airport. Additionally, InterVistas will participate in airline-airport meetings and air service conferences to support Staff.

The cost of the proposed Agreement is included in the adopted FY 2020 Budget.

Motion

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

Motion Approved

The motion was approved unanimously (3-0).

b. Harris Miller Miller & Hanson, Inc. – Contract Amendment

Staff presented to the Committee a recommendation for Commission approval of a proposed Amendment No. 1 to the Professional Services Agreement ("PSA") with Harris Miller Miller & Hanson, Inc. ("HMMH") for professional aircraft noise analysis and meeting facilitation services in support of the Southern San Fernando Valley Airplane Noise Task Force ("Task Force"). The proposed amendment will increase the compensation limit by \$250,000, resulting in a not-to-exceed amount of \$324,960.

Staff reported that the Task Force will conduct six meetings where representatives from surrounding communities will, through facilitation and analytical support from HMMH, analyze noise issues related to aircraft operating in the southern San Fernando Valley, evaluate proposed mitigations, and arrive

at a set of feasible and consensus-based recommendations for responsible entities to consider for implementation.

Due to the time-sensitive nature of the need for these services, and the limited number of experienced and qualified providers available, HMMH's services were procured as a sole-source. HMMH is a well-regarded, full-service aviation consulting firm with extensive experience facilitating task forces such as this one. The existing PSA with HMMH is on a time and materials basis and has a compensation limit of \$74,960.

Funding for this item was not contemplated during the FY 2020 budget development and is not included in the adopted FY 2020 budget. In order to ensure the services of HMMH are not interrupted during the course of the Task Force, staff recommended that the Authority provide the initial funding for HMMH with the understanding that staff will seek fifty percent (50%) reimbursement from Los Angeles World Airports for these services.

Motion

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

Motion Approved

The motion was approved unanimously (3-0).

5. Adjournment

There being no further business, the meeting adjourned at 8:37 a.m.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
OCTOBER 21, 2019**

**AWARD OF CONTRACT
AIRSIDE PAVING REHABILITATION
PROJECT NUMBER E18-16**

SUMMARY

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

- Award a construction contract for Airside Paving Rehabilitation in the amount of \$544,854 to PALP, dba Excel Paving;
- Approve a project budget for construction management, administration and quality assurance testing services for a not-to-exceed amount of \$30,000; and
- Approve a project aggregate contingency of \$8,000 for unforeseen conditions that may arise during construction

This project addresses paving of specific areas located on the Air Operations Area ("AOA"), or airside portion, of the Airport.

BACKGROUND

The Pavement Condition Index ("PCI") which the Federal Aviation Administration ("FAA") uses to rank airfield pavement conditions is calculated for all pavement sections within the AOA limits. The PCI value is updated for each pavement section based on visual inspections conducted annually. When the PCI value indicates the condition of the pavement is "poor" and it is determined that regular maintenance and spot repairs are no longer capable of maintaining the pavement in an acceptable condition, the area is identified for rehabilitation or reconstruction. Based on this process, four areas were identified as needing rehabilitation. A fifth area (Area 2) was identified as requiring a reconfiguration due to a significant grade change in the service road which increases the likelihood of minor fuel or sewage spills resulting from ground equipment activities, but not critical at this time.

Construction ready bid drawings were prepared by the engineering consultant TY Lin International ("TY Lin") for each area. TY Lin provided construction cost estimates for the scope of work defined in each area. Considering the engineer's estimate and the adopted FY 2020 CIP budget, three of the five areas were combined into the base scope of a single construction project to generate some economies of scale and increase procurement and contract administration efficiencies. A fourth area was included with the bid package as a unit price based additive alternate. The fifth area was not included in the construction bid package and may be incorporated into the scope of a different pavement project or deferred to a future fiscal year.

PROJECT DETAILS

The scope of work includes:

Base Bid:

Area 1 - West End of Runway 8 Safety Area – The PCI value indicates condition of pavement is "poor". Distressed asphalt in the area has the potential to cause foreign object debris within the runway safety area. Distressed pavement will be removed, and where directly in line with the runway end, will be replaced with asphalt paving to FAA specifications. Distressed paving within the area boundaries that is not directly in line with the runway end will be milled and compacted in place.

Area 2 – Service Road Reconfiguration - Deferred

Area 3 - East of Taxiway Delta End – This pavement was last rehabilitated in 2007 and the PCI value indicates condition of pavement is "very poor". The existing asphalt pavement will be removed and replaced compliant with FAA specifications.

Area 4A - Southeast of Runway 33 – A portion of existing asphalt will be removed and replaced to correct grade deficiencies in this area and service road markings will be adjusted slightly.

Additive Bid Alternate:

Area 4B - Area east of Runway 33 – The PCI value indicates condition of pavement is "poor". This former site for the rental car companies requires crack-fill and sealcoat to extend its useful life another 3-5 years.

PROCUREMENT

Staff publicly solicited bids on the Authority's PlanetBids e-procurement website and received five (5) responses:

CONTRACTOR	BASE BID	ALTERNATE	TOTAL BID
PALP, dba Excel Paving (Long Beach)	\$486,854	\$58,000	\$544,854
Superior Paving (Corona)	\$562,146	\$25,029	\$587,175
Sully-Miller Contracting Company (Brea)	\$642,000	\$51,100	\$693,100
Granite Construction Company (Palmdale)	\$744,500	\$25,275	\$769,775
All American Asphalt (Corona)	\$868,000	\$73,000	\$941,000

Staff reviewed the bids and determined that all bids were responsive. In accordance with the bid solicitation, the low bidder was determined by the base bid amount without consideration of the amount for the additive bid alternate. The low bidder, PALP, dba Excel Paving with a base

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AWARD OF CONTRACT
AIRSIDE PAVING REHABILITATION
PROJECT NUMBER E18-16

bid of \$486,854 and an additive alternate bid of \$58,000 is being recommended for a total award of \$544,854.

SCHEDULE

The work will be scheduled to begin as soon as possible after the award and execution of the contract. The work is scheduled to be completed within 60 calendar days after a notice to proceed is issued to the contractor. The schedule anticipates work in each area to be performed in separate phases and considers possible weather or rain events that may impact the overall schedule.

OPERATIONS IMPACTS

Work will be performed at night. Work in each area will be coordinated with the Operations Department and the FAA to minimize any impacts to the Airport.

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.

FUNDING

Funding for this project is included in the adopted FY 2020 budget in the amount of \$620,000. A breakdown of the proposed project budget is as follows:

Planning and Design (Design completed in-house to 90%)	\$ 32,000
Construction	550,000
Construction Management and Testing	30,000
Contingency	<u>8,000</u>
Total	<u>\$620,000</u>

STAFF RECOMMENDATION

Staff seeks a Committee recommendation to the Commission that it: i) award a construction contract in the amount of \$544,854 to PALP, dba Excel Paving; ii) approve a project budget for construction management, contract administration and quality assurance testing services for an amount not-to-exceed \$30,000; and, iii) approve a project contingency of \$8,000, and authorize the President to execute the contract.

CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/PALP, Inc., dba Excel Paving Company)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated _____, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and PALP, Inc., dba Excel Paving Company, a California corporation ("Contractor"). Contractor's CSLB license number is 688659. Contractor's DIR registration number is 100000331.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Contract Documents.** The Contract Documents consist of this Agreement, the Notice Inviting Bids, the Instructions to Bidders, the Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Federal Provisions (Non-AIP Projects), Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements to the extent attached to this Agreement. Such attachments are incorporated herein by reference.
2. **Scope of Services.** Contractor shall perform the Work in a good and workmanlike manner for the project identified as E18-16 Airside Paving Project ("Project"), as described in this Agreement and in the Contract Documents.
3. **Compensation.** In consideration of the services rendered hereunder, Authority shall pay Contractor a not to exceed amount of FOUR HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS (\$486,854.00) for the Base Amount and FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00) for the Alternates in accordance with the prices as submitted in the Bid.
4. **Incorporation by Reference.** All of the following documents are attached hereto and incorporated herein by reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
5. **Antitrust Claims.** In entering into this Agreement, Contractor offers and agrees to assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time Authority tenders final payment to Contractor without further acknowledgment by the parties.
6. **Prevailing Wages.** Authority and Contractor acknowledge that the Project is a "public works project" within the scope of the Prevailing Wage Law (Labor Code Section 1720 et seq.).
7. **Workers' Compensation.** Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Agreement, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract.”

8. Execution Warranty. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Agreement, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Authority and Contractor related to the Project. This Agreement supersedes all prior oral or written negotiations, representations or agreements related to the Project. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

10. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

TO EFFECTUATE THIS AGREEMENT, the parties have executed this Agreement by causing their duly authorized representatives to sign below.

AUTHORITY

Burbank-Glendale-Pasadena Airport Authority
2726 Hollywood Way, Burbank, CA 91505

By: _____
Ray Adams, President

CONTRACTOR

PALP, Inc., dba Excel Paving Company
2230 Lemon Avenue, Long Beach, CA 90806

By: Curtis P. Brown III
 Chairman President Vice President Curtis P. Brown III

By: Marcia Miller
 Secretary Asst. Secretary Marcia Miller
 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.]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/14/19 before me, A. Henderson, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia Miller,

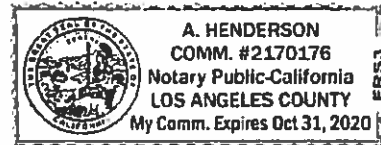
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

10/14/19
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID SHEETS

E18-16 AIRSIDE PAVING PROJECT ["Project"]

Bidder's Name: PALP, INC DBA
EXCEL PAVING COMPANY

To the Burbank-Glendale-Pasadena Airport Authority:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Manager, Construction Services, at the following prices:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	EXTENDED AMOUNT
1.	Mobilization (Maximum 5% of base bid)	LS	1	\$ 20,000
2.	Area 1	LS	1	\$ 218,200
3.	Area 2	LS	1	NOT IN CONTRACT
4.	Area 3	LS	1	\$ 193,684
5.	Area 4A	LS	1	\$ 54,970
TOTAL BASE AMOUNT				\$ 486,854

Award will be based upon the "Total Base Amount" not including any alternates.

Bidder's Name: PALP, INC DBA
EXCEL PAVING COMPANY

To the Burbank-Glendale-Pasadena Airport Authority:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the construction agreement to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Manager, Construction Services, at the following prices:

BASE AMOUNT:

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit prices provided above by the bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in

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PROJECT NUMBER E18-16 AIRSIDE PAVING

the unit prices will be allowed. The Authority reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT

TOTAL BID PRICE IN DIGITS: \$ 486,954

TOTAL BID PRICE IN WORDS: Four Hundred Eighty Six Thousand Eight Hundred Fifty Four Dollars

References must be provided upon request.

ALTERNATE BID AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Area 4B - P-605-1.1 Crackfill Joint Sealant (hot pour)	LF	2,500	4	\$ 10,000
2.	Area 4B - P-608-8.1 Emulsified Asphalt Sealcoat	SF	48,000	1	\$ 48,000
TOTAL ALTERNATE BID AMOUNT					\$ <u>58,000</u>

Note: Refer to Bid Not language stated above in the Base Bid.

References must be provided upon request.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
OCTOBER 21, 2019**

**AWARD OF CONTRACT
LANDSCAPE MAINTENANCE SERVICES**

SUMMARY

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission for approval of a proposed Landscape Maintenance Services Agreement ("Agreement") with Parkwood Landscape Maintenance, Inc. ("Parkwood"), copy attached, for a three-year period, at a fixed price of \$719,712 (\$19,992 monthly cost). The proposed Agreement also includes two one-year extension options, at the Authority's discretion, with a fixed annual cost of \$254,292 (\$21,191 monthly) and \$269,556 (\$22,463 monthly) for year 4 and year 5 respectively.

BACKGROUND

In December 2014, a landscaping services agreement was awarded to Conejo Crest Landscape, Inc. ("Conejo") following a competitive selection process. On May 1, 2017 Parkwood acquired Conejo and assumed all obligations and responsibilities of that agreement including the fee schedule. The initial term of the agreement was for three years, with two one-year options. The Commission exercised both options bringing the expiration date of the current agreement to December 31, 2019.

Parkwood currently provides two full-time landscape technicians and supplements with additional staff on an as-needed basis. Although the service currently provided by Parkwood is sufficient, many landscaped areas throughout the airport facility could be maintained to a higher level. Therefore, minimum requirements were more specifically outlined in this procurement effort to improve the level of landscape care throughout the facility.

In July 2019 Staff solicited proposals from interested firms by publicly advertising a Request for Proposals ("RFP") on PlanetBids. Proposals were received from the following five firms (listed in alphabetical order):

- Far East Landscape & Maintenance, Inc.
- GreenCrew Landscape, Inc.
- Mariposa Landscape Inc.
- Parkwood Landscape Maintenance, Inc.
- Stay Green Inc.

Based on an initial review, the GreenCrew Landscape proposal was deemed non-responsive and thus was not evaluated further. An evaluation panel, composed of five staff members, was assembled and the four responsive proposals were evaluated in accordance with the selection criteria specified in the RFP. The three highest scoring firms then were invited to an interview for further evaluation.

The interview phase included a presentation by the proposer and a Q&A with the five-person evaluation panel. Each proposer's presentation and response to questions were scored by the evaluation panel.

SCOPE

The proposed Agreement incorporates all elements of the current scope of work and increases requirements for additional maintenance services to maintain landscaping and plant material in a clean, healthy and neatly groomed condition throughout the Airport. Specific minimum frequencies for landscape maintenance activities such as weed removal, litter removal, mowing, pruning, mulch maintenance, over-seeding, fertilization, pest control, etc. are clearly defined. Irrigation system inspection and maintenance, as well as tree maintenance, are also important elements of the current and proposed scope of work.

In order to clearly establish minimum expectations and achieve an improvement to the condition of landscaped areas, the RFP required proposers to provide, at minimum, four full-time landscape technicians (160 hours per week), an increase of two full-time technicians over the current staffing, to perform landscape maintenance services.

EVALUATION PANEL CONSIDERATIONS

The RFP stated that a contract award, if made by the Commission, would be to the respondent offering the proposal most advantageous to the Authority, with price and other factors in the selection criteria considered. The following selection criteria were specified in the RFP and utilized by the panel in evaluating the proposals:

SC-1 Firm Suitability (10 points)

SC-2 Experience/References and Past Performance (20 points)

SC-3 Workplan - Service Approach, Staffing Structure and Quality of Team Leaders (10 points)

SC-4 Price (40 points)

Interview (20 points)

The table below summarizes the evaluation panel's rankings:

	Monthly Fee (Year 1)	5 Year Total	SC-1	SC-2	SC-3	SC-4	Interview	Total
			10	20	10	40	20	100
<i>Current Agreement</i>	\$ 12,495							
Far East	\$ 24,768	\$ 1,521,720	7	11	8	33	NA	NA
Mariposa	\$ 28,358	\$ 1,836,516	10	19	9	27	18	83
Parkwood	\$ 19,992	\$ 1,243,560	7	16	8	40	12	83
Stay Green	\$ 29,463	\$ 1,842,048	10	18	7	27	17	79

The final evaluation scores resulted in a tie. Considering the significant cost difference between the two highest ranking proposers, Staff is recommending an award to the current service provider, Parkwood.

ADDITIONAL SERVICES

If and when required, and subject to prior authorization by the Authority, additional services not included in the base Scope of Work can be provided by Parkwood at the hourly rates specified in Exhibit B, Fee Schedule of the Agreement. Additional services requiring prior authorization are, but not necessarily limited to, sprinkler control replacements, Part 139 on-and-off airport tree trimming and complete irrigation system replacement.

FUNDING

Appropriations for Landscape Maintenance Services are included in the adopted FY 2020 budget. The cost of the proposed replacement service agreement is estimated to exceed FY 2020 budget appropriations by approximately \$10,000.

STAFF RECOMMENDATION

Staff recommends that the Committee recommend to the Commission that it enter into a Landscape Maintenance Services Agreement with Parkwood for a three-year period, at a fixed price of \$719,712 with two one-year extension options at the Authority's discretion, at a fixed annual cost of \$254,292 and \$269,556 for year 4 and year 5, respectively, and authorize the President to execute the same.

**STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
OPERATIONS AND DEVELOPMENT COMMITTEE
OCTOBER 21, 2019**

**PROFESSIONAL SERVICES AGREEMENT
PARKING AND GROUND TRANSPORTATION CONSULTING SERVICES**

SUMMARY

Staff seeks a recommendation from the Operations and Development Committee ("Committee") to the Commission to award a Professional Services Agreement ("Agreement") to Steer Davies & Gleave, Inc. ("Steer"), for parking and ground transportation consulting services including parking capacity analyses, future parking activity forecasting and planning, and on-call services for parking services implementation. The proposed Agreement is through FY 2020 and can be terminated by either party with 30 days' written notice. The cost of the proposed Agreement is a not-to-exceed amount of \$69,360.

BACKGROUND

Staff retained Steer for consulting services during FY 2017, FY 2018, and FY 2019 in connection with the self-park management and valet parking services procurement and implementation of the recently introduced valet online booking system. That procurement and implementation went successfully.

A recognized leader in parking services and technologies, Steer provided expertise and insight that assisted Staff with further research into the rapidly changing marketplace, i.e. valet online booking system and variable pricing strategies, transportation network companies ("TNCs") and their impact on airport parking revenue, ever-changing new technology, changing demographics, etc.

Staff believes it would be beneficial for the Authority to retain Steer for additional parking and ground transportation consulting services. In particular, Steer can provide valuable assistance with forecasting near-term and future parking needs, given growth in passenger traffic and new pricing and product strategies designed to increase parking, augment non-aeronautical revenues, grow market share, and reduce surface traffic congestion. These projections will consider the parking needs associated with the Replacement Passenger Terminal Project, including the size, functionality, and construction and design elements of the replacement parking garage, valet lots and surface parking. In addition, where requested, guidance on the associated technology needs for the future parking program will also be provided.

Steer will also provide the Authority with on-call services on parking services at the Airport, including industry best practices for the newly instituted valet online booking system and yield management system, as well as the future self-park online booking system.

BUDGET IMPACT

This item was agendized for the Committee's consideration because the value of the proposed Agreement, combined with the amount paid to the Steer under the prior contract, exceeds the Executive Director's authorization under the Authority Expenditure Policy. The cost of the proposed Agreement is included in the adopted FY 2020 budget.

STAFF RECOMMENDATION

Staff seeks a recommendation from the Committee to the Commission for award of an Agreement in a not-to-exceed amount of \$69,360 to Steer for parking and ground transportation consulting services.

PROFESSIONAL SERVICES AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/Steer Davies & Gleave, Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is dated November 4, 2019 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a joint powers agency, and Steer Davies & Gleave, Inc. a Delaware corporation.

RECITALS

A. The Authority operates the Hollywood Burbank Airport (“Airport”) and desires to retain Consultant as an independent contractor to provide professional consulting services regarding: (i) parking capacity analysis; and (ii) implementation of self-park management and valet parking at the Airport.

B. 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.

- A. “Agreement”: this professional services agreement.
- B. “Airport”: Hollywood Burbank Airport.
- C. “Authority”: Burbank-Glendale-Pasadena Airport Authority.
- D. “Commencement Date”: November 4, 2019.
- E. “Consultant”: Steer Davies & Gleave, Inc.
- F. “Contract Administrator”: Frank R. Miller, Executive Director, or his duly authorized designee.
- G. “Executive Director”: Frank R. Miller
- H. “Expiration Date”: June 30, 2020.
- I. “Indemnitees”: the Authority, TBI, the Cities of Burbank, Glendale and Pasadena and the respective officers, agents, employees and volunteers of each such entity.
- J. “TBI”: TBI Airport Management, USA.

2. Consultant’s Services.

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

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 highest professional standards 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. Consultant shall promptly notify the Contract Administrator of any unsafe condition that it discovers at the Airport.

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

3. **Term.** This Agreement shall be deemed to have commenced at 12:00 a.m. on the Commencement Date and shall expire upon completion of the services or at 11:59 p.m. on the Expiration Date (whichever occurs first), unless earlier terminated pursuant to Section 11.

4. **Compensation.**

A. The Authority agrees to compensate Consultant, and Consultant agrees to accept as full satisfaction for its services pursuant to this Agreement, payment according to the fee schedule set forth in Exhibit B.

B. Consultant shall submit to the Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, the Authority shall notify Consultant in writing of any disputed amounts on the invoice. 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 Contract Administrator. 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. Consultant shall indemnify, hold harmless and defend the Indemnitees and their respective officers, employees, volunteers, and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever (including death or injury to any person and injury to any property) resulting from willful misconduct, negligent acts, errors or omissions of Consultant.

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. \$1,000,000 comprehensive general automobile liability insurance, including operations, products and completed operations as applicable, per occurrence against any bodily injury, personal injury, death, loss, damage or other property damage resulting from the acts of Consultant. If the commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the services, or the general aggregate limit shall be twice the required occurrence limit.

2. If applicable, \$1,000,000 commercial vehicle liability insurance covering bodily injury and property damage, per occurrence combined single limit, covering any vehicle, including hired and non-owned vehicles, utilized by Consultant in performing the services.

3. \$1,000,000 professional liability or errors and omissions liability insurance per occurrence during the term of this Agreement.

4. \$1,000,000 employer's liability coverage per accident for bodily injury or disease.

5. Workers' Compensation insurance in accordance with statutory requirements of the State of California.

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. 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 thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the Authority.

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. An exception to this standard will be made for the State Compensation Insurance Fund when not specifically rated.

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 thirty (30) 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 Hollywood Way
Burbank, CA 91505
Attn: Executive Director
Fax: 818/557-0263
E-mail: FMiller@bur.org

Consultant
Steer Davies & Gleave, Inc.
2201 Cooperative Way
Suite 600
Herndon, Virginia 20171
Fax: 703/788-6511
E-mail: stephen.vanbeek@sdgworld.net

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

15. Litigation. This Agreement shall be governed by the laws of the State of California. 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. Exhibits A and B are incorporated in this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall prevail.

17. Entire Agreement. This Agreement, and the attached Exhibits, represents the entire and integrated contract between the Authority and Consultant. This Agreement supersedes all prior oral or written negotiations, representations and contracts regarding this subject matter (including the 2016 Agreement, which has expired). This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Burbank-Glendale-Pasadena
Airport Authority

Steer Davies & Gleave, Inc.



President

Stephen D. Van Beek, Head

Stephen C. Hewitt

Secretary Asst. Secretary

Chief Operating 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"
Scope of Services

Item 1: Parking Capacity Analyses

Consultant will provide support to the Authority on forecasting near-term and future parking needs, given growth in passenger traffic and new pricing and product strategies designed to increase parking, augment non-aeronautical revenues and reduce surface traffic congestion. These projections will consider the parking needs associated with the Terminal Replacement Project, including the size, functionality, and design elements of the replacement parking garage, valet lots and surface parking. In addition, where requested, guidance on the associated technology needs for the future parking program will also be provided.

Item 2: Implementation of Self-Park Management and Valet Parking Services Hollywood Burbank Airport

Consultant will provide the Authority with on-call services on parking services at the airport, including with industry best practices for the newly instituted on-line reservation and yield management system.

EXHIBIT "B"
Fee Schedule

The total budget for Items 1 and 2 is \$69,360 provided on a time and materials, not-to-exceed basis. Of the \$69,360, \$3,000 is provided for travel, which will be billed at cost with no mark-up (expenses will conform to the Authority's policies and procedures for travel and any trips to the Authority will be pre-authorized).

On the labor hours estimated below, Consultant will be able to shift hours among the identified personnel but shall remain within the amounts allocated for labor for each item.

Item 1: \$38,260

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	\$370	60	\$22,200
Marie Hart	\$210	16	\$3,360
Ian Sample	\$195	20	\$3,900
Michele Tavani	\$185	20	\$3,700
Adrian Leung	\$165	20	\$3,300
Travel	\$1,200	---	\$1,800
Total	N/A	136	\$38,260

Consultant anticipates that one trip by Stephen Van Beek will be necessary.

* Principal Consultant will be Ian Sample, Elias Scheker, or Michele Tavani providing financial analysis.

Item 2: \$31,100

Consultant	Hourly Rate/Travel	Total Hours	Budget
Stephen Van Beek	\$370	40	\$14,800
Marie Hart	\$210	20	\$4,200
Ian Sample	\$195	20	\$3,900
Michele Tavani	\$185	20	\$3,700
Adrian Leung	\$165	20	\$3,300
Travel	\$1,200	---	\$1,200
Total	N/A	120	\$31,100