



March 15, 2018

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, March 19, 2018, at 8:30 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

REGULAR MEETING  
OF THE  
OPERATIONS AND DEVELOPMENT COMMITTEE  
Airport Skyroom  
Monday, March 19, 2018  
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.***

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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

1. Approval of Agenda

2. Public Comment

3. Approval of Minutes

a. February 20, 2018

**[See page 1]**

4. Contracts and Leases

a. Third Amendment to the Wireless Communications License Agreement Between Burbank-Glendale-Pasadena Airport Authority and AWH Burbank Hotel LLC

• Staff report attached

**[see page 3]**

***Staff seeks a recommendation of the Operations Committee to the Commission that it approve the proposed Third Amendment to the Wireless Communications License Agreement ("Agreement"), copy attached, with AWH Burbank Hotel LLC dba Los Angeles Marriott Burbank Airport ("Marriott") to extend the term of the Agreement for an additional three year period, expiring on March 31, 2021, for the placement of certain radio equipment on the roof of the Marriott which supports the Burbank-Glendale-Pasadena Airport Authority's Interagency Communication Interoperability system at a cost of \$6,600 annually.***

- b. Authorization to Amend Construction Contract G & S Mechanical USA, Inc. for Additional Modifications to Baggage Recapitalization System Modification Project

- Staff report attached

[see page 8]

***Staff seeks an Operations and Development Committee recommendation to the Commission to approve a Change Order to the Construction Contract with G & S Mechanical USA, Inc. in the amount of \$131,920.08 for additional scope of work requested by the Transportation Security Administration for the Baggage Recapitalization Modification Project.***

- c. Award of Contract Hangar 1A West Ramp Paving Rehabilitation Project Number E17-22

- Staff report attached

[see page 10]

***Staff seeks the recommendation of the Operations and Development Committee to the Commission for approval of the asphaltic concrete rehabilitation project of the area adjacent to Hangar 1A: (i) Award of a construction contract in the amount of \$129,648 to Geronimo Concrete; (ii) In-house construction management service, field observation and security, for the not-to-exceed amount of \$10,000; and, (iii) Establishment of a project contingency of \$7,000 which is approximately 5% the project cost.***

- d. Award of Purchase Order to Service Tracking Systems, Inc. for Computerized Valet Parking System Upgrade

- Staff report attached

[see page 16]

***Staff seeks a Committee recommendation to the Commission to authorize the issuance of a Purchase Order in the amount of \$178,782 to Service Tracking Systems Inc. for a proposed upgrade (copy attached) of the Computerized Valet Parking System, which provides the tracking and revenue controls for the Burbank-Glendale-Pasadena Airport Authority's valet parking operation at Hollywood Burbank Airport. Staff also seeks approval to issue a Purchase Order in the amount of \$17,308 for the Annual Licensing and Support Agreement for these upgrades.***

6. Adjournment

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

**TUESDAY, FEBRUARY 20, 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 8:35 a.m., by Chairman Brown.

**ROLL CALL**

**Present:** Commissioners Brown and Devine;  
Commissioner Tornek (arrived at 8:38 a.m.)

**Absent:** None

**Also Present:** Staff: Frank Miller, Executive Director;  
John Hatanaka, Senior Deputy Executive Director;  
Patrick Lammerding, Deputy Executive Director,  
Planning and Development; Scott Kimball, Director,  
Operations

**1. Approval of Agenda** Commissioner Devine moved approval of the agenda. The agenda was approved (2-0, one absent).

**3. Approval of the Minutes**

**a. February 1, 2018** Commissioner Devine moved approval of the minutes of the February 1, and February 5, 2018, meeting, seconded by Commissioner Brown.

**b. February 5, 2018** The minutes were approved (2-0, one absent).

**4. Contract and Leases**

**a. Exercise of Second Extension Option Janitorial Service Agreement Diverse Facility Solution, Inc.** Staff requested an Operations and Development Committee recommendation to the Commission that it exercise the second of two one-year extension options contained in the Janitorial Service Agreement ("Service Agreement") between the Burbank-Glendale-Pasadena Airport Authority ("Authority") and Diverse Facility Solutions, Inc. ("DFS").

The terms and conditions of the Service Agreement shall apply during the second one-year extension period. During this period, Staff will also prepare a Request for Proposal for janitorial

services to be issued prior to end of the calendar year.

Staff recommended that the Committee recommend to the Commission that it exercise the second of the two one-year extension options to the Services Agreement between the Authority and DFS.

**Motion**

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

**Motion Approved**

The motion was approved (2-0, one absent).

**5. Items for Discussion**

**a. Continuation of Discussion –  
NextGen Impacts**

Staff continued its discussion of the concerns presented by the Burbank Community residents at the special meeting of the Operations and Development Committee on February 1, 2018.

**2. Public Comment**

This item was taken out of order.

Burbank resident, Mike Nolan, thanked the Committee for its efforts in addressing the concerns of the Burbank Community residents and also acknowledged noticeable improvements since the Committees last meeting.

**6. Adjournment**

There being no further business, the meeting adjourned at 9:00 a.m.

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS COMMITTEE  
MARCH 19, 2018**

**THIRD AMENDMENT TO THE WIRELESS COMMUNICATIONS  
LICENSE AGREEMENT BETWEEN  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND  
AWH BURBANK HOTEL LLC**

**SUMMARY**

Staff seeks a recommendation of the Operations Committee ("Committee") to the Commission that it approve the proposed Third Amendment to the Wireless Communications License Agreement ("Agreement"), copy attached, with AWH Burbank Hotel LLC dba Los Angeles Marriott Burbank Airport ("Marriott") to extend the term of the Agreement for an additional three year period, expiring on March 31, 2021, for the placement of certain radio equipment on the roof of the Marriott which supports the Burbank-Glendale-Pasadena Airport Authority's ("Authority") Interagency Communication Interoperability system at a cost of \$6,600 annually.

**BACKGROUND**

In 2005, the Authority approved the replacement of its existing non-proprietary wideband analog VHF radio system with an ultra-high frequency ("UHF") digital radio system which provides a platform which allowed the Authority's Public Safety personnel to communicate with other governmental agencies as provided under the National Incident Management System.

The UHF digital radio system, which operates within a radius of five miles from the Airport, requires control stations which contain infrastructure equipment such as radio dispatch control stations, repeaters, antennae and related equipment. The control stations allow the radio consoles to communicate, monitor and patch through to other agency public safety radio personnel and systems. Repeaters are also necessary and serve to broadcast communications transmissions.

In July 2007, the Authority approved an Agreement with the Marriott for the placement of a repeater, antennas and cables on the roof and in an indoor radio equipment room at the Marriott for a period of ten years which expired on August 31, 2017. Since that time, the Authority has executed two Amendments to remain in a holdover status with the Marriott at a cost of \$500 per month while the proposed amendment was under negotiations. For the ten year period of the Agreement, the monthly rate has remained unchanged.

The proposed Third Amendment to the Agreement will extend the Agreement for a period for three years with a renewal option for one two-year extension.

## DETAILS

The key components of the proposed Agreement between the Marriott and the Authority are summarized as follows:

<u>Licensed Area:</u>	Rooftop and indoor radio equipment room of the Marriott
<u>Term:</u>	April 1, 2018, to March 31, 2021
<u>Renewal Option:</u>	One two-year extension
<u>License Fee:</u>	\$550 per month or \$6,600 annually for initial extension term \$600 per month or \$7,200 annually for the renewal period
<u>Equipment:</u>	Four (4) base antennas (roof), one (1) microwave antenna (roof), and one (1) communication rack (indoors) to house microwave support electronics, repeater/base station, and UPS battery backup with tie-in to Marriott's emergency power source
<u>Maintenance:</u>	Authority is responsible for operating and maintaining the Airport Radio Equipment
<u>Ownership:</u>	Airport Radio Equipment remains the sole property of the Authority
<u>Taxes:</u>	Authority responsible for all applicable taxes, if any
<u>Utilities:</u>	Authority responsible for all utilities used to operate Airport Radio Equipment.

## IMPACT ON REVENUE

The Authority's annual base fee for the proposed Third Amendment to the Agreement is \$6,600 per year for the three year period.

## RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the Third Amendment to the Wireless Communications License Agreement with AWH Burbank Hotel LLC for the licensed area at the Los Angeles Marriott Burbank Airport Hotel & Convention Center and authorize the President to execute same.

### **THIRD AMENDMENT TO WIRELESS COMMUNICATIONS LICENSE AGREEMENT**

This Third Amendment to Wireless Communications License Agreement (the "**Amendment**") dated as of April \_\_, 2018 (the "**Effective Date**") by and between AWH Burbank Hotel, LLC, a Delaware limited liability company (as successor-in-interest to PHF II Burbank LLC) ("**Licensor**"), and Burbank-Glendale-Pasadena Airport Authority, a public entity formed under a joint exercise of powers agreement among the cities of Burbank, Glendale and Pasadena, California, pursuant to the California Joint Exercise of Powers Act ("**Licensee**"), and together with Licensor, collectively, the "**Parties**").

Licensor and Licensee (or their predecessors-in-interest) entered into that certain Wireless Communications License Agreement dated August 6, 2007 (the "**Original License Agreement**") whereby Licensor granted to Licensee a non-exclusive, revocable license to install, maintain and operate certain radio equipment in the Licensed Area (as defined in the Original License Agreement) at the property located at 2500 North Hollywood Way, Burbank, California 91505, currently known as the Burbank Airport Marriott Hotel & Convention Center, which Original License Agreement was amended by that certain First Amendment to Wireless Communications License Agreement dated as of September 11, 2017, and was further amended by that certain Second Amendment to Wireless Communications License Agreement dated as of December 29, 2017 (together with the Original License Agreement, the "**License Agreement**"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, for good and valuable consideration, the Parties hereby agree as follows:

1. The License Agreement is in full force and effect and neither Licensor nor Licensee is in breach under the terms of the License Agreement.
2. Following the Expiration Date of the License Agreement, which the Parties hereby agree is scheduled to occur on March 31, 2018, the term of the License Agreement will automatically be extended for three (3) additional years (the "**Extension Term**") such that the term of the License Agreement shall now expire at the end of the Extension Term, which shall occur on March 31, 2021. Upon commencement of the Extension Term, the License Fee shall be increased to Five Hundred Fifty and 00/100 Dollars (\$550.00) per month.
3. Provided that no Event of Default by Licensee under the License Agreement then exists (as of the date of exercise by Licensee of the renewal option hereunder and as of the date of commencement of the Renewal Term (as hereinafter defined)), Licensee shall have the option to renew the License Agreement for one (1) additional period of two (2) years (the "**Renewal Term**") on the same terms contained herein; provided, however, that the License Fee during the Extension Term shall be Six Hundred and 00/100 Dollars (\$600.00) per month. Licensee shall exercise the renewal option by providing Licensor with written notice of such election not earlier than four (4) months nor later than one (1) month prior to the expiration of the



Extension Term. If Licensee fails to timely exercise such option, then Licensee shall conclusively be deemed to have waived such renewal option. Collectively, the Extension Term and any Renewal Term shall be referred to as the Term.

4. To the extent any provision contained in this Amendment conflicts with the terms of the License Agreement, the terms and provisions of this Amendment shall control. Except as expressly set forth in this Amendment, the License Agreement otherwise is unmodified and remains in full force and effect.
5. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
6. This Amendment supersedes any prior understandings or agreements, whether written or oral, between the Parties in regard to the subject matter hereof, and contains the entire agreement between the Parties in regard to the subject matter thereof. This Amendment may not be changed or modified orally, but only by an agreement, in writing, executed by the Parties.
7. Any clause, sentence, paragraph, section or provision of this Amendment held by a court of competent jurisdiction to be invalid, illegal or ineffective shall be confined to the clause, sentence, paragraph, section or provision so held to be invalid, illegal or ineffective, and this Amendment shall be construed as if such invalid, illegal or ineffective provisions had never been contained herein.
8. This Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the choice of law rules thereof.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Amendment as of the Effective Date.

**LICENSOR:**

**AWH BURBANK HOTEL, LLC**

By:\_\_\_\_\_

Name:

Title:

**LICENSEE:**

**BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY**

By:\_\_\_\_\_

Name:

Title:

**STAFF REPORT PRESENTED TO THE  
BURBANK-PASADENA-GLENDALE AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MARCH 19, 2018**

**AUTHORIZATION TO AMEND CONSTRUCTION CONTRACT  
G & S MECHANICAL USA, INC.  
FOR  
ADDITIONAL MODIFICATIONS TO  
BAGGAGE RECAPITALIZATION SYSTEM MODIFICATION PROJECT**

**SUMMARY**

Staff seeks an Operations and Development Committee ("Committee") recommendation to the Commission to approve a Change Order to the Construction Contract with G & S Mechanical USA, Inc. ("G & S") in the amount of \$131,920.08 for additional scope of work requested by the Transportation Security Administration ("TSA") for the Baggage Recapitalization Modification Project.

**BACKGROUND**

In 2012, TSA began to undertake efforts to prepare for the upgrade and/or replacement of the checked baggage screening equipment with newer technologies at the Airport. To initiate the process, the TSA authorized an Other Transaction Agreement ("OTA") to provide pass-through reimbursement funding for the work necessary to implement the project, which is now known as the Baggage Recapitalization Modification Project ("Project").

On June 19, 2017, as part of a multi-year \$1,870,130 OTA from TSA, the Commission awarded G & S a Contract in the amount of \$998,600.00 to prepare areas for the installation and connection of new baggage screening equipment. Subsequent to this contract award, TSA requested modifications to the existing design for additional upgrades to support the new CTX machines. This additional work includes installation of a certain new support components along with additional monitors and controls. On January 16, 2018, a Professional Services Agreement in the amount of \$25,000 was awarded by the Commission to Swanson Rink for the additional design work required to incorporate the additional scope requested by TSA. The proposed Change Order to G & S reflects the cost to install the additional scope of work for the project. TSA has reviewed both the original proposal from the Contractor for the additional work and the negotiated price presented by Staff and has authorized the additional expenditure under the current multi-year OTA.

**FUNDING**

Funding continues to be provided under the original multi-year OTA of \$1,870,130. The amounts that have been encumbered under the current OTA are: (1) construction (\$998,600), (2) construction administration (\$78,200), and (3) additional design (\$25,000). The proposed Change Order in the amount of \$131,920.08 leaves a balance of \$658,909.92.

STAFF REPORT\OPERATIONS\3-19-18  
AUTHORIZATION TO AMEND CONSTRUCTION CONTRACT  
G & S MECHANICAL USA, INC. FOR ADDITIONAL MODIFICATIONS TO  
BAGGAGE RECAPITALIZATION SYSTEM MODIFICATION PROJECT

TSA has reconfirmed that funding for the Project and OTA is in place and will not be affected by any future federal appropriation actions.

#### RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of a Change Order to G & S Mechanical USA, Inc. in the amount of \$131,920.08 for additional work requested by TSA for the Baggage Recapitalization System Modification Project and authorize Staff to prepare and execute the Change Order.

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STAFF REPORT\OPERATIONS\3-19-18  
AUTHORIZATION TO AMEND CONSTRUCTION CONTRACT  
G & S MECHANICAL USA, INC. FOR ADDITIONAL MODIFICATIONS TO  
BAGGAGE RECAPITALIZATION SYSTEM MODIFICATION PROJECT

**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MARCH 19, 2018**

**AWARD OF CONTRACT  
HANGAR 1A WEST RAMP PAVING REHABILITATION  
PROJECT NUMBER E17-22**

**SUMMARY**

Staff seeks the recommendation of the Operations and Development Committee ("Committee") to the Commission for approval of the asphaltic concrete ("AC") rehabilitation project of the area adjacent to Hangar 1A:

- Award of a construction contract in the amount of \$129,648 to Geronimo Concrete;
- In-house construction management service, field observation and security, for the not-to-exceed amount of \$10,000; and,
- Establishment of a project contingency of \$7,000 which is approximately 5% the project cost.

**BACKGROUND**

The pavement surfaces within the Airfield Operations Area are monitored regularly to determine if it requires maintenance or has reached the end of useful life. Those pavements deemed to be not practicable to continue maintenance on are recommended for rehabilitation. The pavement in the area of Hangar 1A was first constructed in 1974, and has been determined to have reached the end of its useful life. Accordingly a rehabilitation project was programmed for this fiscal year.

**PROJECT DETAILS**

Approximately 118,000 square feet of AC has been determined to have exceeded its useful life in this area. Engineering Staff gives particular attention to pavements on the airfield that create potential Foreign Object Debris hazards. The scope of work includes a header cut with an AC overlay of 1-1/2" over a 1/4" leveling course.

**BID PROCESS**

Staff solicited sealed bids by using PlanetBids and advertising in the Dodge Construction News and local and minority newspapers, reaching out to local construction companies, and providing public postings on the Internet and in the Burbank, Glendale and Pasadena city halls. Bids were opened via PlanetBids on February 12, 2018. Five (5) contractors submitted bids with the following results:

CONTRACTOR	BID
Geronimo Concrete (Los Angeles)	\$129,648
All American Asphalt (Corona)	\$149,297
E.C. Construction (South El Monte)	\$163,795
Excel Paving (Long Beach)	\$172,872
Tyner Paving Company (Alhambra)	\$179,935

Staff reviewed the bids and determined that all bidders were deemed responsive and the low bidder was Geronimo Concrete with a bid of \$129,648. Geronimo Concrete has not performed recent work at the Hollywood Burbank Airport, and Procurement Staff thoroughly checked references with other agencies to confirm satisfactory work, and all references concurred.

#### ENGINEER'S ESTIMATE

An Engineer's construction estimate of \$123,000 was prepared by the Airport's Engineering Department.

#### SCHEDULE

Work will begin upon award and execution of the construction contract. The work is scheduled to be completed within thirty (30) calendar days after notice to proceed is issued to the contractor.

#### FORCE ACCOUNT AND OTHER SOFT COSTS

The project will be managed by Staff, inclusive of project and construction management services, testing, and other soft costs for a total estimated cost of \$10,000.

#### CONTINGENCY

In the event of unforeseen circumstances, Staff is recommending a project contingency of \$7,000.

#### OPERATIONS IMPACTS

All work will be phased and coordinated with airport personnel so as to have minimal impacts on airport operations.

#### BUDGET IMPACTS

The Hangar 1A Paving Rehabilitation was part of the Adopted 2017/2018 (FY2017) Capital Program (Category – Airside Paving Improvements) with a budget estimated at the time of budget development of \$148,000. A breakdown summary of those costs is as follows:

Construction	\$123,000
In-House Design, Construction Management, Testing and Contingency	<u>25,000</u>
Total	<u>\$148,000</u>

With the construction cost of \$129,648 exceeding than the Engineer's estimate, the amount of contingency has been reduced to 5% with in-house services remaining the same at \$10,000 to remain within the budget appropriations.

#### RECOMMENDATION

Staff recommends that the Committee recommend to the Commission approval of the proposed pavement rehabilitation at Hangar 1A, specifically:

- Award of a construction contract in the amount of \$129,648 to Geronimo Concrete;
- Authorization of a not-to-exceed amount of \$10,000 for in-house construction management service, field observation and security; and,
- Establishment of a project contingency of \$7,000 which is approximately 5% the project cost.

## CONSTRUCTION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority/ Geronimo Concrete, Inc.)

THIS CONSTRUCTION AGREEMENT ("Agreement") is dated \_\_\_\_\_, 2018 for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority, a California joint powers agency ("Authority") and Geronimo Concrete, Inc., a California Corporation ("Contractor"). Contractor's CSLB license number is 770018. Contractor's DIR registration number is 1000011079.

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, 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 E17-22 HANGAR 1A 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 One-Hundred Twenty-Nine Thousand Six-Hundred and Forty-Eight dollars and no cents (\$129,648.00) 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

By: \_\_\_\_\_  
Terry Tornek - President

**CONTRACTOR**

Geronimo Concrete, Inc.

By: \_\_\_\_\_  
☐ Chairman ☐ President ☒ Vice President

By: \_\_\_\_\_  
☐ 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.]

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

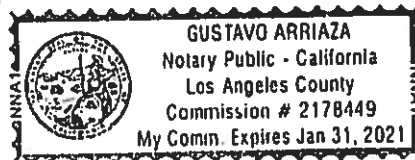
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES}

On, February 22, 2018, before me, Gustavo Arriaza, notary public Personally appeared Ricardo Lopez and Lidia Lopez, who proved to me on the basis of satisfactory evidence to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal

Gustavo Arriaza  
Notary Public



**STAFF REPORT PRESENTED TO THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
OPERATIONS AND DEVELOPMENT COMMITTEE  
MARCH 19, 2018**

**AWARD OF PURCHASE ORDER  
TO  
SERVICE TRACKING SYSTEMS, INC.  
FOR  
COMPUTERIZED VALET PARKING SYSTEM UPGRADE**

**SUMMARY**

Staff seeks a Committee recommendation to the Commission to authorize the issuance of a Purchase Order in the amount of \$178,782 to Service Tracking Systems Inc. ("STS") for a proposed upgrade (copy attached) of the Computerized Valet Parking System ("CVPS"), which provides the tracking and revenue controls for the Burbank-Glendale-Pasadena Airport Authority's ("Authority") valet parking operation at Hollywood Burbank Airport. Staff also seeks approval to issue a Purchase Order in the amount of \$17,308 for the Annual Licensing and Support Agreement for these upgrades.

**BACKGROUND**

The valet parking operation, which accounts for nearly \$8 million of the approximately \$19 million in total gross parking revenues from the Airport's public parking is managed through the CVPS system. In 2004, the current version of the CVPS was the latest technology for valet parking management and met the Authority's needs. This version of the CVPS system has now reached the end of its useful life.

The CVPS system is made up of both hardware and software components. The system hardware includes ticket dispensers, cashier stations, customer kiosks, computers, scanners and printers. The software component provides for the tracking of the valet customer's visit, including the drop-off record, expected pick-up time, vehicle request, secure payment, vehicle inventory, assigned parking location, vehicle key management, verified vehicle delivery and customer exit. SP+, the current parking operator, and the Authority's Accounting Department utilize the reports generated by the system to track revenue, valet usage and independently audit the valet parking activity.

**PROPOSAL**

The new hardware being proposed includes new ticket dispensers, cashier stations, and customer kiosks that are able to provide increased efficiency and improved convenience for the valet customers. Also included are new iPod Touch mobile devices which valet service staff will use for quicker vehicle drop-off processing, new key room request scanners for earlier vehicle retrievals and new facility exit scanners for faster vehicle delivery. In addition the proposal includes a new computer server to support increased operational reliability. The proposed upgrade to the system software will also provide the ability to integrate newer "app-based" technology that valet customers are desirous of using as well as meeting all current

Payment Card Industry (PCI) Security Standards and compatibility requirements for the EMV credit card readers for computer chip technology credit cards.

To enhance customer convenience, the software supports a customer-friendly web-based vehicle request program which allows valet customers to request their vehicle via a mobile app instead of having to place a phone call. In the future, this program will allow for the integration of a pre-book, on-line reservation system to support the goal of improving the parking experience for airport parking patrons.

Additionally the proposed CVPS upgrade will provide efficiencies to the internal control process by integrating this software with the Authority's Skidata Self-Park Revenue Control System. With the integration of these two systems, parking revenue reports are able to be pulled from one software platform instead of two and improves the auditing and accounting processes that are undertaken separately by Staff and SP+.

### MAINTENANCE

A key requirement to ensure the operation of the CVPS system is a comprehensive Annual Licensing and Support Agreement. This Agreement includes automatic software license renewal, unlimited 24/7/365 support, ongoing training & instruction support, hardware loaners in the event of a failed STS-provided component, regardless of warranty status and upgrades to the software applications. The cost of the Annual Licensing and Support is \$17,308.

### BUDGET

The Authority adopted FY 2017/18 Capital budget includes appropriations in the amount of \$185,000 for a valet system upgrade. The base cost of the proposed upgrade including all hardware, software and installation services is \$178,782. This price does not include applicable sales taxes which will be remitted separately. The total cost for the proposed upgrade is \$190,612 including estimated sales tax of \$11,830. It is anticipated that the overall favorable budget performance to date will accommodate the additional cost of the project.

The CVPS Annual Licensing and Support of \$17,308 was forecasted at the time of budget development and is included in the Authority adopted FY2017/18 Operating budget.

### RECOMMENDATION

Staff seeks a recommendation from the Operations and Development Committee to the Commission that it authorize the Executive Director to issue a Purchase Order in the amount of \$178,782 to Service Tracking Systems, Inc. for the acquisition and installation of the proposed CVPS system upgrade and issue a separate Purchase Order for the Annual Licensing and Support of the CVPS system in the amount of \$17,308.





# SERVICE TRACKING SYSTEMS

Innovative **Airport Solutions**  
with your future in mind.

**20<sup>+</sup>**

years as leaders  
and inventors

**750<sup>+</sup>**

clients  
around the globe

**1000<sup>+</sup>**

installations  
and counting

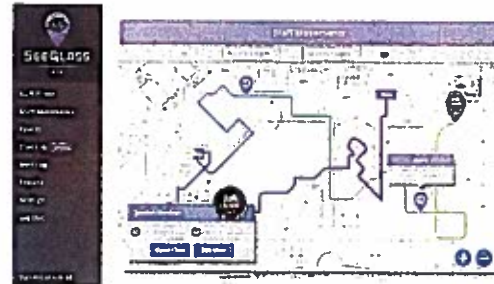


## Self-Driving Carts

Servii is an autonomous delivery system that can pick up, transport and drop off a wide range of carts. Think bell-desk/luggage, in-room dining, house-keeping/linens and more...

## Hospitality Services

Whether you have 200 or 2,000 rooms, understanding the performance metrics and whereabouts of your staff is the difference between a well tuned service operation and one that makes unhappy customers, burns lots of cash, and accelerates employee turn-over.



## Valet Parking Technology

Our valet parking technology is second to none, invented years ago when people thought it was comical to have a computer inside a valet parking booth. Turns out that it makes sense to account for millions of dollars in inventory, zippy valet drivers, customers, and the money changing hands between them.

## Vehicle Inspection Services

Any time a vehicle changes drivers, the liability follows, and so does the amnesia when a ding, scratch, or dent is discovered at the time of return. A picture tells a thousand words. Here is how you can prevent that from happening to you.



## Interfaces and Certifications

Let your customers use their loyalty points to pay for services and upgrades, promote their place in line based on tier or VIP status. Our multitude of gaming and hotel management system interfaces will allow you to create a seamless customer experience.

Sentry Controls-Bob Hope Airport-CVPS Update Proposal #020918KM-2Rev_A	#	Price	Total
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### Main System Software Additions

CVPS Ticketless Valet & Remote Request Software License - SMS/Web/Call Center <sup>1</sup>	1	\$1,995	\$1,995
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CVPS - SKIDATA System Interface Software License	1	\$37,350	\$37,350
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(All software licenses automatically renew annually with an active subscription to the GOLD or PLATINUM service plan)

### Ticket Dispensing Kiosk Equipment

GEK - Garage Entry Kiosk with Thermal Ticket Dispensing Module	2	\$9,231	\$18,462
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### Gate Exit Control Equipment

GER - Garage Entry/Exit Reader	2	\$4,248	\$8,496
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### Server and Manned Terminals

Rack Mount Server	1	\$8,500	\$8,500
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POS - Valet POS Terminal	3	\$4,398	\$13,194
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<input type="checkbox"/> Ingenico IPP350 EMV Card Reader for attended POS terminal (requires use and purchase of device of Freedom Pay payment gateway)	3	\$795	\$2,385
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DPT - Valet Dispatch Terminal Workstation	3	\$3,848	\$11,544
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Barcode scanner for Vehicle Arrival/Retrieval/Delivery (wired)	2	\$562	\$1,124
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### Customer Request Kiosk Equipment

CRK - Customer Request Kiosk - EMV Credit Card (requires use of Freedom Pay gateway - EMV card readers by others)	4	\$13,576	\$54,304
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<input type="checkbox"/> Ingenico IPP350 EMV Card Reader for attended POS terminal (requires use and purchase of device of Freedom Pay payment gateway)	4	\$795	\$3,180
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### Mobile Application

The Valet App Master Software License <sup>1</sup>	1	\$5,794	\$5,794
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The Valet App Software Device License <sup>1</sup>	6	\$922	\$5,532
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iPod Touch 16 GB	6	\$418	\$2,508
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iBlason PowerGlider Battery Extender for iPod Touch	6	\$137	\$822
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System Subtotal			\$169,625
Discount (5%)			-\$8,481



**Installation, Service, and Support**

Project Management	1	\$4,300	\$4,300
Installation, Training and On-Site Start-up support <sup>2</sup>	5	\$850	\$4,250
Travel Expenses <sup>3</sup>	1	\$2,950	\$2,950
Annual Ticketless Valet/SMS/Web/Call Center Utilization Cost	1	\$1,188	\$1,188
CVPS Gold Remote Annual Licensing and Support Plan	1	\$2,100	\$2,100

Calculated on system additions only

**Hardware Shipping**

Standard Delivery Shipping	1	\$2,850	\$2,850
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Service and Shipping Subtotal **\$17,638****Grand Total: \$178,782**

<sup>1</sup> All software licenses automatically renew annually with an active subscription to the GOLD or PLATINUM service plan

<sup>2</sup> Per technician, per day. Any additional time requested by client or required as a result of delays incurred for reasons beyond STS' control will be billed at \$850 per technician per day

<sup>3</sup> Covers airfare, transportation, mileage, toll, accommodations, car rental, and meals. Amount budgeted as shown includes expenses for 1 technician for 5 days on site. Any additional travel expenses incurred for reasons beyond STS' control to be billed at cost, including a \$60 per person per day meal allowance

**Purchase Order Terms and Conditions:** Quote valid for 60 days from date above. Quote does not include any required civil work, including, but not limited to, concrete work, supplemental lighting, equipment bolt down, saw cutting loops, electrical conduit/cablings/junction boxes, low voltage data/video conduit/cablings, network cabling, network switches, wifi, internet connectivity, or canopy installation. Customer's retention of any equipment or software delivered by Service Tracking Systems hereunder will be conclusively deemed acceptance of the terms and conditions of this Purchase Agreement. Quoted delivery rates are approximate, and represent STS' best estimate based upon current lead times and workload and are not guaranteed. Prices are subject to adjustment if Customer requests a change in product specifications, quantities, or delivery requirements. If additional travel or on site time above that shown above is required, additional travel/accommodations/meals costs will be invoiced separately. Standard payment terms are 50% of total project down with order, 25% upon shipment of the hardware, and the balance upon installation and training, all terms net 30 days. A service charge at the lesser of the rate permitted by law, or 1.5% per month will be added to invoices not paid within 30 days upon receipt. Customer hereby grants to STS a security interest in all equipment and other items described in the Purchase Order to secure payment of all obligations owed by Customer to STS. Such security interest shall continue until Customer fully performs all its obligations under the Purchase Order, including but not limited to full payment of the purchase price. There is no provision for liquidated damages under any circumstance. Prices do not include taxes. Buyer shall pay to the appropriate taxing authority, or pay to Seller, in addition to the price of goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so invoiced at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are



furnished to Seller before the date of invoice. If the buyer pays the tax directly to a taxing authority, the buyer shall provide to the Seller proof of payment upon the Seller's request. No bonds are included or liquidated damages accepted unless otherwise indicated in the Proposal. Per-transaction convenience fees applied to MobilePay transactions will be collected by Customer but are payable to STS upon receipt of monthly invoices for convenience fees, unless otherwise agreed upon by Customer and STS. Customer may not cancel orders or return goods without the written consent of STS. If STS approves a cancellation or return, a cancellation/restocking charge may apply. All sales involving custom products are non-cancelable and are final. STS grants customer a limited, non-exclusive and non-transferable license to the STS computer software programs listed in the proposal (collectively "the Software"), which renews either monthly by paid subscription for SaaS deployments or annually with an active and contiguous subscription to STS's licensing and support plan.

**I would like to proceed with this order. Please invoice for deposit.**



## Project Change Proposal

**001**

<b>Project:</b>	Burbank Recapitalization – Node 1 & Node 2		
<b>Description:</b>	UPS Installation and BHS Upgrade		
<b>Date:</b>	January 18, 2018	<b>Customer:</b>	Paul Chang
<b>Revision:</b>	2	<b>Company:</b>	Burbank International Airport
<b>G&amp;S Project:</b>	17BUR1453	<b>Schedule Impact:</b>	3-4 Weeks for Cabling Installation
<b>G&amp;S Proj. Mgr:</b>	Randy Dirks		

### Description of Change

This proposal includes the changes noted in the latest drawing release dated December 6, 2017. (Hollywood Burbank Airport, TERMINAL "A" IN-LINE EDS BAGGAGE EQUIPMENT). Pages affected by this change include:

**B09.100, B09.110**

**B11.100**

**B03.210, B03.220**

**B09.210**

**E00.001, E01.100, E03.110, E03.220, E12.100**

This will facilitate the migration of the existing MUXv1 network to the new MUXv2 network phased accordingly during the Node 1 and Node 2 installations and the wiring / connection of the new UPS units (supplied by others.). Also included in this change are the various service receptacles, circuit breaker upgrades, and cabling as described in the new E Series drawing set.

### Scope of Work

The following scope of work shall be provided:

- Remove 50A breakers from existing EDS circuits and replace with 100A breakers
- Provide 2" conduit between UPS and battery units. Wiring and terminations between UPS and Battery units by other.
- Provide new 120V, 30A breaker for MUX receptacles
- Provide new field disconnects for EDS units
- Relocation/interception of existing feeds from panel HA to each of the EDS units (NOTE: this scope does not include wire or conduit between interception points)
- Provide connections at each UPS and support UPS commissioning in coordination with TSA representative.
- Provide CAT6 data drops from TSA IT cabinet in Checkpoint B to various locations in Node 1 and 2 per keynotes and drawings
- Install (3) Quad receptacles for CAT6 cabling (to EDS MUXv2 Cabinet) in CTX Workstation Room

- Provide (2) 20A duplex service receptacles at new Baggage Inspection Table (Node 1)
- Provide (4) 20A quad service receptacles in OSR
- Provide 18/19 shielded core 16 AWG from each CTX 9800 to OSR control room (locations in OSR and end connector details to be provided by others).
- Provide new 120V, 30A duplex receptacle at base of new TSA server rack.
- Provide (1) 24 strand single mode fiber from new MUXv2 server rack (Node 2) to remote MUXv2 rack (Node 1). NOTE: Data strand count increased because we believe the fiber count was insufficient.
- Provide (2) 12 strand single mode fibers from remote MUXv2 server rack to Node 1 EDS units (8 strands to be terminated)
- Provide (2) 12 strand single mode fibers from new MUXv2 server rack to Node 2 EDS units (8 strands to be terminated)
- Remove and relocate pre EDS queues in Node 2 per B03.210 Keynotes 12&13. Adjust elevations as necessary. Provide new (4") sideguards as necessary to allow bag removal at N2-109 and N2-205.

#### Pricing

Item Description	Quantity	Cost
UPS Wiring & Commissioning	1	\$29,715.00
110 Volt Outlets	1	\$10,828.00
Fiber Connections	1	\$28,823.00
18/19 Shielded Core Between CTX and OSR	1	\$32,067.40
Mechanical Changes	1	\$8,500.00
<b>Sub Total (USD)</b>		<b>\$109,933.40</b>
Profit	10%	\$10,993.34
Overhead	10%	\$10,993.34
<b>Total (USD)</b>		<b>\$131,920.08</b>

#### Notes and Exclusions

- G&S has included electrical connection of new UPS units. Physical receiving and placement of new UPS units by others.
- Wiring and terminations between UPS and Battery units by others (G&S to provide 2" conduit per drawings)
- Conduit and wires between panel HA and new UPS to be reused. If the conduit and wire cannot be reused additional charges will apply.
- If 150A breakers are required the existing panel will need to be replaced with a new panel that will take 200A frame circuit breakers. Additional charges will apply.



- Taxes extra (if applicable)



# Award of Contract Hangar 1A Area Paving

Presented to  
Operations and Development Committee  
March 19, 2018

# HANGAR 1A AREA PAVING

