July 31, 2025

CALL AND NOTICE OF A REGULAR MEETING OF THE
EXECUTIVE COMMITTEE
OF THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Executive Committee will be held Wednesday, August 6, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial In: (978) 990-5000
Access Code: 880737

Terri Williams

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

REGULAR MEETING
OF THE
EXECUTIVE COMMITTEE
Airport Skyroom
Wednesday, August 6, 2025
9:00 a.m.

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

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

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

The following activities are prohibited:

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

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

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

A G E N D A

Monday, August 6, 2025

1. Roll Call
2. Approval of Agenda
3. Public Comment
4. Approval of Minutes
   a. July 2, 2025 ***[See page 1]***
5. Items for Approval
   a. Approval of Aid-In-Construction Deposits to City of Burbank Replacement Passenger Terminal Project ***[See page 3]***

      Staff seeks a recommendation from the Executive Committee to the Commission to approve two Aid-In-Construction ("AIC") deposit requests from the City of Burbank on behalf of Burbank Water and Power for the Replacement Passenger Terminal electrical power infrastructure.

      1. ***$712,570 for Phase 1 & 2 – represents the final funding requirement for these two phases of the program. Specifically, this AIC will fund the 17 MVA temporary power, engineering, substructure inspection and Clybourn substation 12kV conversion cost for engineering, labor, material and equipment.***

      2. ***$2,050,000 for Phase 3 – is the initial funding for the development of the permanent power community substation costs for engineering, procurement of equipment, and construction contract award deposits.***

   b. Approval of Task Order Amendments Replacement Passenger Terminal Project ***[See page 8]***

      Staff seeks a recommendation from the Executive Committee to the Commission to approve two Task Order Amendments to Holder, Pankow, TEC – a Joint Venture for the Replacement Passenger Terminal Project:

      1. ***$727,605 - Terminal Automated Exit Lane System***

      2. ***$994,278 - Food Service Concessions HVAC ductwork installation***

c. Master Services Agreement
City of Burbank for Internet Service ***[See page 18]***

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to enter into a proposed Master Services Agreement with the City of Burbank for internet service using the ONE Burbank fiber optic core network.

This Agreement will make Burbank Water and Power the primary internet service provider ("ISP") supporting the operations of the Replacement Passenger Terminal and the Airport. Similar contracts with other ISPs for redundant backup internet services will be brought to the Committee and the Commission for consideration at a later date.

d. Award of Contract
Virtual Ramp Control Room Operator ***[See page 40]***

Staff seeks a recommendation from the Executive Committee to the Commission to award a contract to Dynamic Science, Inc. ("DSI") in the amount of $5,623,899.77 for a five-year term to serve as the operator of a Virtual Ramp Control Room that will commence operations with the opening of the Replacement Passenger Terminal. Under the proposed contract, DSI will provide the qualified personnel to conduct ramp control operations for all air carrier operations at Hollywood Burbank Airport. The proposed contract includes two 1-year extension options at the Authority's discretion.

e. Approval of Electrical Services Agreement
city of Burbank ***[See page 44]***

Subject to the approval of the Federal Aviation Administration for compliance with revenue diversion prohibitions, Staff seeks a recommendation from the Executive Committee to the Commission to approve an Electrical Services Agreement ("Agreement", Attachment A), with the City of Burbank ("City") for the development of a community substation to provide the permanent electrical power to the Replacement Passenger Terminal. Upon execution of the Agreement, Burbank Water and Power will issue Aid-In-Construction deposit requests for the final design and construction of the substation.

6. Items for Information

a. Replacement Passenger Terminal Project Construction Update

No staff report attached. An updated video will be presented.

b. Committee Pending Items ***[See page 52]***

7. Adjournment

MINUTES OF THE REGULAR MEETING OF THE EXECUTIVE COMMITTEE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

WEDNESDAY, JULY 2, 2025

A regular meeting of the Executive Committee was called to order on this date in the Airport Skyroom, 2627 N. Hollywood Way, Burbank, California, at 9:00 a.m., by Commissioner Najarian.

1. ROLL CALL

Present:	Commissioners Talamantes and Najarian
Absent	Commissioner Hampton
Also Present:	Staff: John Hatanaka, Executive Director Stephanie Gunawan-Piraner, Deputy Executive Director, Planning and Development Roger Johnson, Executive Program Advisor, Jacobs Project Management Co.

2. Approval of Agenda

Motion	Commissioner Talamantes moved approval of the agenda, seconded by Commissioner Talamantes.
Motion Approved	The motion was approved (2–0, 1 absent).

3. Public Comment — Jasmine Aracely Rios, Glendale, CA

4. Approval of Minutes

a. June 9, 2025	A draft copy of the Committee meeting minutes of the June 9, 2025, special meeting was included in the agenda packet for review and approval.
Motion	Commissioner Talamantes moved approval of the Committee minutes; seconded by Commissioner Najarian.
Motion Approved	There being no objections, the motion was approved (2–0, 1 absent).

5. Items for Information

b. Replacement Passenger Terminal Program Manager - Jacobs Project Management Company Task Order Authorization	Staff sought a recommendation from the Executive Committee to the Commission to authorize Task Order #5 in the amount of $13,765,895 with Jacobs Project Management Co. for Replacement Passenger Terminal Project program management services.

Motion	Commissioner Talamantes moved approval; seconded by Commissioner Najarian.
Motion Approved	There being no objections, the motion was approved (2–0, 1 absent).
c. Woodward & Associates Professional Services Agreement Replacement Passenger Terminal Project	Staff sought an Executive Committee recommendation to the Commission to approve the proposed Professional Services Agreement with Woodward & Associates for continued outreach and support services working with the Federal Aviation Administration for financial assistance towards completion of the Replacement Passenger Terminal Project.
Motion	Commissioner Talamantes moved approval; seconded by Commissioner Najarian.
Motion Approved	There being no objections, the motion was approved (2–0, 1 absent).

6. Items for Information

a. Replacement Passenger Terminal Project Construction Update	Jacobs Project Management provided a construction update and the latest progress video.
b. Committee Pending Items	Staff informed the Committee of future pending items that will come to the Committee for review.

7. Adjournment

There being no further business, the meeting was adjourned at 9:35 a.m.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

APPROVAL OF AID-IN-CONSTRUCTION DEPOSITS TO CITY OF BURBANK REPLACEMENT PASSENGER TERMINAL PROJECT

Presented by Perry Martin
Jacobs Project Management Co.

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to approve two Aid-In-Construction ("AIC") deposit requests, copy attached, from the City of Burbank on behalf of Burbank Water and Power ("BWP") for the Replacement Passenger Terminal ("RPT") electrical power infrastructure.

1. **$712,570** for Phase 1 & 2 – represents the final funding requirement for these two phases of the program. Specifically, this AIC will fund the 17 MVA temporary power, engineering, substructure inspection and Clybourn substation 12kV conversion cost for engineering, labor, material and equipment.

2. **$2,050,000** for Phase 3 – is the initial funding for the development of the permanent power community substation costs for engineering, procurement of equipment, and construction contract award deposits.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. Design and construction are progressing well with several significant milestones achieved. The project team, including airport staff, Jacobs Project Management staff and members of the HPTJV design-build team, continues to coordinate with BWP representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

The power implementation sequence for the RPT is as follows:

- **Phase 1:** 3.5 MVA temporary power for construction trailers and equipment, distributed through existing infrastructure built as part of the Avion development. Energization was completed in July 2025.

- **Phase 2:** 17 MVA temporary power for commissioning and opening the RPT to the public. Two additional feeders from the Ontario substation are required. Energization is expected in the fall of 2025.

- **Phase 3:** Permanent power that will feed the RPT on a long-term basis. BWP will decommission the Clybourn substation and will use its existing infrastructure to transmit power to the location of the new substation. The substation is expected to be completed and energized by 2028. Power from Phase 2 will be deenergized once the substation is operational. To date, the Authority has made the following AIC payments for the RPT Project (listed from most recent to oldest):

Date	Amount	Purpose
June 2025	$ 225,000	Phase 3 engineering of community substation
Oct. 2024	$ 7,110,070	17 MVA Distribution Substructure and Phase 2 Inspections
Oct. 2024	$ 3,228,200	Temporary Terminal Power Phase 2 - 12kV
Sept. 2024	$ 9,257,700	Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation
Sept. 2024	$ 200,000	Phase 3 (Permanent Power) transmission and distribution engineering for the substation.
Aug. 2024	$ 860,000	Phase 1 & 2 engineering and balance of 12kV distribution materials and labor to bring construction power.
Aug. 2024	$ 100,000	Phase 2 engineering to bring temporary 17MVA power.
June 2024	$ 40,000	BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc. for temporary Phase 1 power.
Sept. 2023	$ 1,411,000	Additional material and labor cost to bring temp Phase 2 power.
June 2023	$ 494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar. 2023	$ 50,000	Electrical power requirement feasibility study.
Sept. 2022	$ 25,000	Electrical power requirement feasibility study.
Total to date	**$ 23,000,970**	

BWP will charge against the AIC deposits for the actual costs and quantities. Any remaining funds will either be refunded or credited to future work.

Based on electrical power requirement evaluations by the project management team, BWP's feasibility study, and an independent review undertaken by the retired General Manager and Chief Engineer of Los Angeles Department of Water and Power, the project team concluded that a community substation is the most practical power alternative. With a community substation, power will be shared between the City of Burbank and the Authority, and significant benefits are provided to both parties. Staff has finalized the proposed Electrical Service Agreement ("ESA") with BWP which is currently under review by the Federal Aviation Administration Los Angeles Airports District Office for compliance with applicable federal regulations. The ESA is being presented separately to the Committee for consideration while the FAA continues its review of the document.

Subject to the approval of the ESA by the Commission, staff and the Jacobs Project Management team anticipate the following future AIC requests for the development of the community substation:

1. Phase 3: RPT Permanent Power AIC #2: $17,689,970 in January 2026
2. Phase 3: RPT Permanent Power AIC #3: $19,670,093 in February 2026

Both of the above AICs are for the engineering costs, equipment procurements and cost of construction/labor.

FUNDING

Funding for the construction of the RPT electrical power is included in the adopted FY 2026 budget appropriations.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission that it approve the proposed AIC deposits to the City of Burbank in the amounts of $712,570 and $2,050,000 respectively and authorize staff to remit payment.

CITY OF BURBANK

WATER AND POWER

June 5, 2025

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Phase 1&2 (17 MVA Temporary Power) Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for the construction of 17 MVA of temporary electric service as part of Burbank-Glendale-Pasadena Airport Authority's ("Burbank Airport") BUR Replacement Passenger Terminal Project ("Project") at 2761 N Hollywood Way. The aid-in-construction deposit will allow BWP to align 17MVA temporary energization with the Burbank Airport's proposed construction schedule while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the "Agreement"). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. By paying this deposit, Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute the City of Burbank's approval of the Project or the Agreement. The estimated costs related to the above project are as follows:

Phase 1 Engineering (design, plan reviews, field, office)	$45,000
Phase 1 Engineering Paid 8/27/24	($15,000)
Phase 1 Substructure Inspection	$45,000
Phase 1 Substructure Inspection Paid 8/27/24	($40,000)
Phase 2 Engineering (design, plan reviews, field, office, agreement)	$200,000
Phase 2 Engineering Paid 8/27/24	($100,000)
Clybourn 12kV Conversion (engineering, labor, material, equipment)	$577,570
TOTAL amount to be paid by the customer	**$712,570**

The $712,570 is a deposit that will be credited toward the actual charges if you proceed with this project to its completion. If BWP is notified that your project is terminated during the design phase, BWP will charge time against the deposit for BWP work completed to that point and refund any remaining balance. Payment of the above amount must be received before work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments nor refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Bobola Akerson
Principal Electrical Engineer

CITY OF BURBANK
WATER AND POWER

July 8, 2025

Hollywood Burbank Airport
2627 N Hollywood Way
Burbank, CA 91505
Attn: Stephanie Gunawan-Piraner

Re: Phase 3 (Permanent Power) Substation Engineering, Procurement, Construction (EPC) Contract Award Deposit for Hollywood Burbank Airport Replacement Terminal

Dear Ms. Gunawan-Piraner:

Burbank Water and Power (BWP) requires the payment of an aid-in-construction deposit, in accordance with the rules and regulations, to recover costs incurred by the Department for providing electric service as part of Burbank-Glendale-Pasadena Airport Authority's ("Burbank Airport") BUR Replacement Passenger Terminal Project ("Project") at 2761 N Hollywood Way. The aid-in-construction deposit for substation EPC deposit will allow BWP to align with the Burbank Airport's proposed construction schedule while Burbank Airport and BWP negotiate agreements for a substation agreement (together with all amendments, restatements or modifications, the "Agreement"). If the Agreement is executed, this AIC deposit will then be accounted for within the Agreement. This AIC payment due date shall be in accordance with the payment milestones in the Agreement. By paying this deposit, Burbank Airport acknowledges the terms of this letter and that the Agreement must be executed before the award of the Design-Build contract for the substation. This AIC letter does not constitute the City of Burbank's approval of the Project or the Agreement. The estimated cost related to the above project is as follows:

Substation EPC Contract Award Deposit (5%)..... $2,050,000

TOTAL amount to be paid by the customer **$2,050,000**

The $2,050,000 is a deposit that will be credited toward the actual charges if you proceed with this project to its completion If BWP is notified that your project is terminated during the design phase, BWP will charge time against the deposit for BWP work completed to that point and refund any remaining balance. Payment of the above amount must be received before work is started by our Department.

The check should be made payable to the City of Burbank. If mailed, please address the envelope to Burbank Water and Power, ATTN: Jessica Chen, 164 W. Magnolia Blvd., Burbank, CA 91502. Payments by check must match the customer account previously created by BWP with the bill-to information provided. BWP will not accept any payments or refund any accounts that do not match the customer account. Please verify that the name addressed on this letter matches the check you intend to make payment with. Please include the cashier's receipt checklist with your mailed payment to ensure proper payment processing.

Should you have any further questions, or identify any discrepancies, please call Jessica Chen of our Engineering Department at 818-238-3549.

Sincerely,

Bobola Akerson
Principal Electrical Engineer

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

APPROVAL OF TASK ORDER AMENDMENTS REPLACEMENT PASSENGER TERMINAL PROJECT

Presented by Perry Martin
Jacobs Project Management Co.

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to approve two Task Order Amendments to Holder, Pankow, TEC – a Joint Venture ("HPTJV") for the Replacement Passenger Terminal ("RPT") Project:

1. **$727,605** - Terminal Automated Exit Lane System

2. **$994,278** - Food Service Concessions HVAC ductwork installation

BACKGROUND

On December 19, 2022, the Commission awarded HPTJV a design-build agreement for the RPT Project. On May 6, 2024, the Commission approved a Guaranteed Maximum Price ("GMP") with HPTJV. Concurrently, the Commission approved the appropriation and expenditure authorization of a portion of the owner's contingency in the amount of $28,235,082 subject to the Change Order approval process established by Resolution No. 499. That resolution authorizes the Executive Director to unilaterally approve the use of the owner's contingency for single Change Orders that do not exceed $500,000 and that collectively do not exceed 70% of the owner's contingency budget. The total amount allocated for owner's contingency is $50,000,000 and $1,798,788 of the owner's contingency has been authorized to date.

TERMINAL AUTOMATED EXIT LANE SYSTEM

During the final design stages of the RPT last year, after approval of the GMP, it was determined that implementation of a terminal automated exit lane system would be beneficial for the terminal operations. This technology provides controlled access and secure, one-way pedestrian flow from the secure side of the terminal to the non-secure side of the terminal, specifically the baggage claim area. The implementation of this technology is alternative to the posting of security guards and has several benefits: enhancement of passenger flow monitoring from secure to non-secure areas of the terminal; issuance of real-time alerts in the event of a breach; and increasing the speed of the isolation process and response time to potential intrusions.

Currently, the airlines are responsible for the full-time staff posted at the each of the exit doors at Terminals A and B to prevent unauthorized entry through these exits. The cost of this staffing is approximately $240,000 annually. By installing and implementing the automated exit lane system technology, this cost can be eliminated with an estimated payback period of 3.25 years.

On February 10, 2025, the Executive Director authorized the design of the automated exit lane system under Task Order Amendment #11 in the amount $51,980. The design for the system has been completed and HPTJV has provided a change proposal for the construction and installation costs of $727,605. The total cost for this system including design is $779,585.

FOOD SERVICE CONCESSIONS HVAC DUCTWORK INSTALLATION

On February 3, 2025, the Commission awarded the RPT food service concession program contract to MCS Burbank, LLC ("MCS"). This agreement requires MCS to design and construct the food service concession spaces in the base building of the RPT.

Due to the expedited delivery schedule for the RPT, HPTJV will finish the ceilings in the main terminal circulation area before MCS is prepared to install the HVAC ductwork required for several food service concession spaces. Based on the schedule, if it were to install the ductwork, MCS would have to remove portions of the ceiling for access to the roof. There is a significant risk that MCS could damage the base building installed ceiling systems.

After conversations related to potential mitigation alternatives, HPTJV and Jacobs determined it would be beneficial to have HPTJV install the above ceiling HVAC ductwork system for these food service concession spaces. This will eliminate the need for MCS to disassemble the finished terminal ceiling and avoid the risk of the ceiling being damaged by MCS. HPTJV was directed to prepare the design for the HVAC ductwork system that would service these specific concession areas.

The RPT Project is progressing with overhead mechanical, electrical and plumbing being installed throughout the terminal. To maintain the project schedule and ensure the installation of these systems is not in conflict with the installation of the food service concession HVAC ductwork, it was critical for HPTJV to begin the fabrication portion of this ductwork scope before the ceiling is completed. In accordance with Resolution No. 499, on June 27, 2025, the Executive Director authorized a Change Order for the design and fabrication of the ductwork in the amount of $36,095 and $223,368 respectively. HPTJV submitted a final change proposal for the full construction of the ductwork on July 21, 2025, for $994,278. The total cost for the design, fabrication and installation for this work is $1,253,741.

The installation of this ductwork is included in the concession agreement with MCS. MCS therefore will reimburse the Authority for the cost of this work.

FUNDING

The adopted FY 2026 budget includes appropriations for RPT owner's contingency to fund these Task Order Amendments.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the execution of Task Order Amendments to HPTJV for the following:

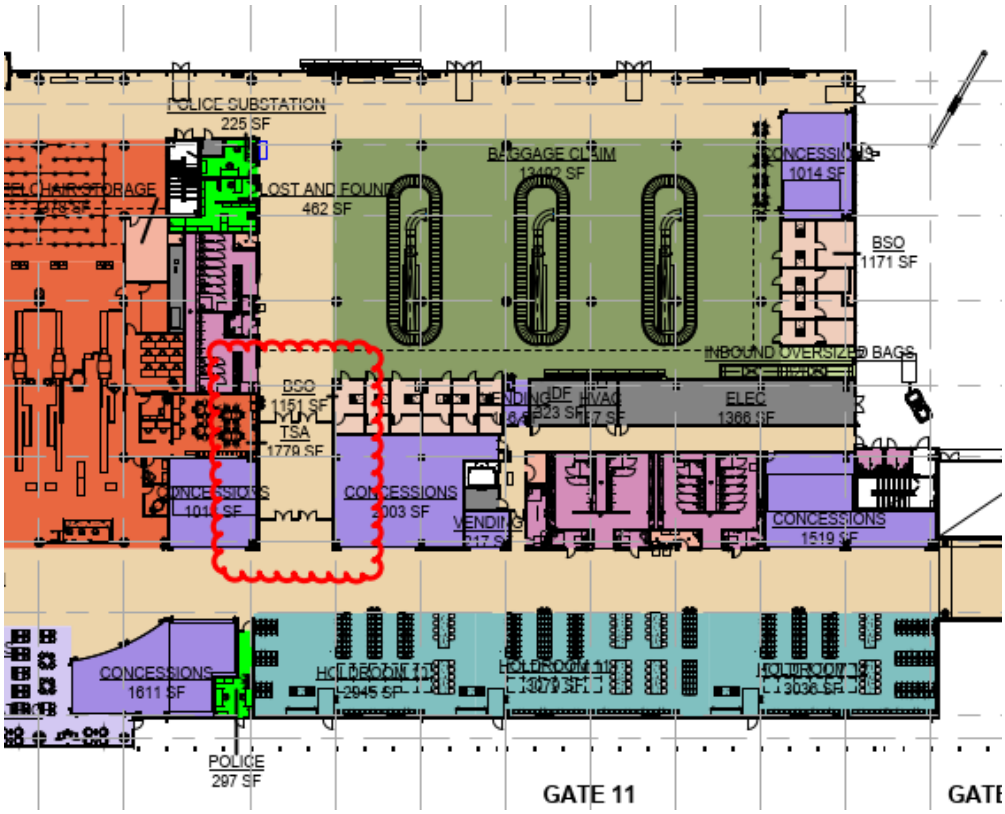
1. **$727,605** - Terminal Automated Exit Lane System

2. **$994,278** - Food Service Concessions HVAC ductwork installation.

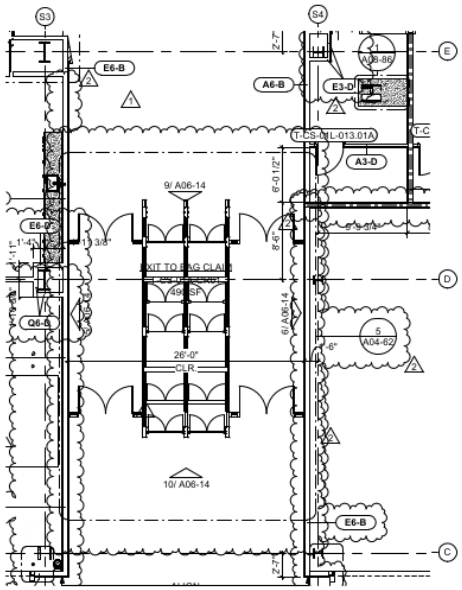
Attachments:
Exhibit A: Diagram of Terminal Automated Exit Lane System
Exhibit B: Advanced Installation of Food Service Concession Ductwork

Exhibit A:

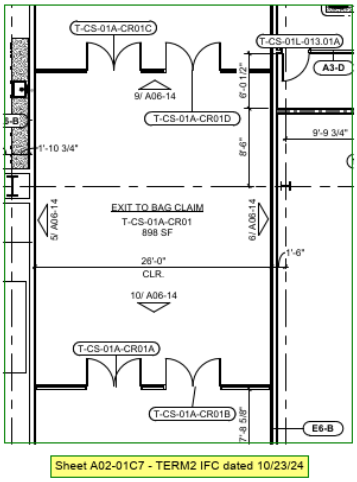
Automated Exit Lane System location clouded below



Exit With Auto Exit Lane System



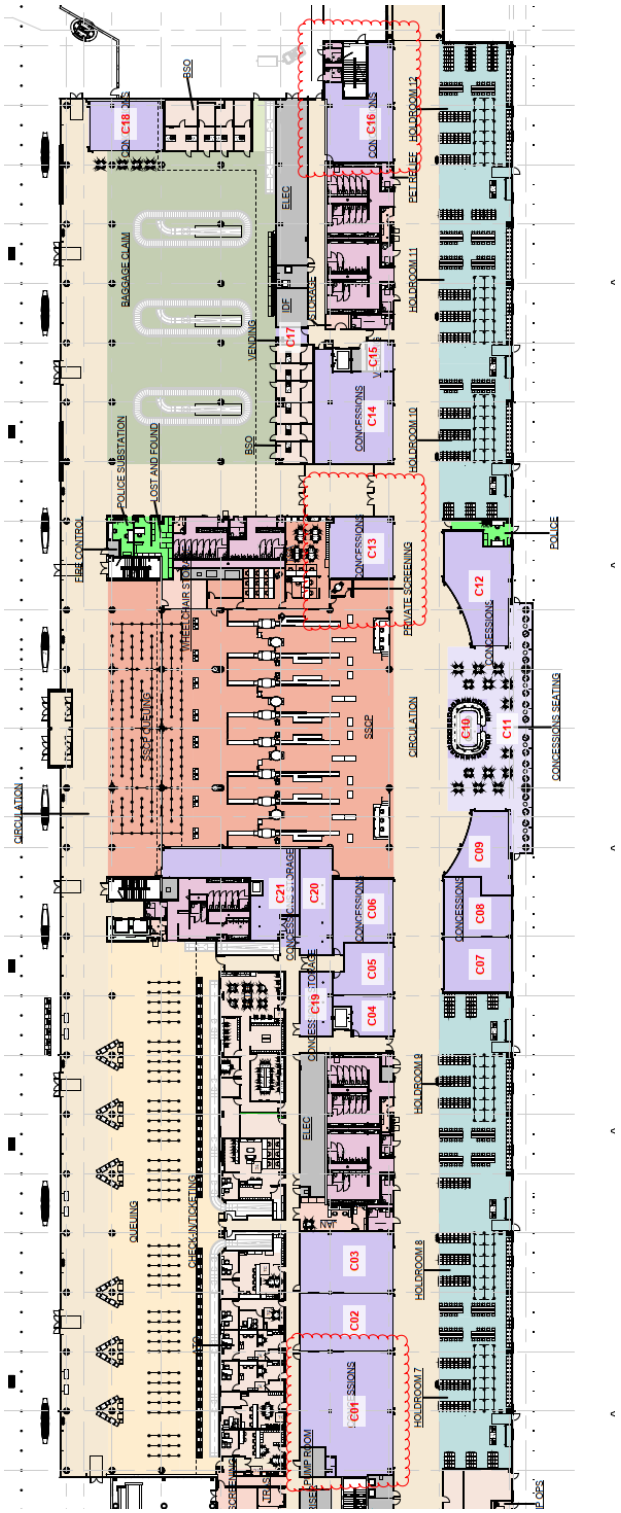
Exit Without Auto Exit System



Sheet A02-01C7 - TERM2 IFC dated 10/23/24

Exhibit B: Advanced Installation of Food Service Concession Ductwork

(3) Concession areas where the ductwork is to be installed, C1, C13 and C16 clouded below.



Monday, July 14th, 2025

Perry Martin
Jacobs
3065 N Hollywood Way Burbank, CA 91505

RE: Contractor Change Request
Hollywood Burbank Airport RPT - Contractor Change Request - CCR-00045

Dear Perry Martin,

The following is a brief description of the change and the cost(s) associated with the proposed modification:

Owner Change Directive - Auto Exit Lane - CD-038 - Construction Costs

This Contractor Change Request is being submitted following receipt of CD-038 for CPCN-0041 Automated Exit Lane System. The costs included in this CCR are to fund the changes associated with the new Auto Exit Lane System to be installed in Terminal Level 1 Module C7. The RFI 02804 Series was issued to document the changes associated with this new scope of work.

The following scopes of work have cost impacts associated with this change:
- Electrical, including Fire Alarm
- Mechanical
- Special Systems
- Fire Sprinklers
- Drywall & Framing
- Painting
- Glazing
- Ceiling
- Doors, Frames, and Hardware
- Millwork
- Signage

The changes include the following:
- Modified floor plan layout and ceiling layout at the L1 C7 Exit to Bag Claim area
- Modified finishes layout
- Added Auto Exit Lane system
- Modified Mechanical, Electrical, Fire Alarm, and Fire Sprinkler systems
- Modified Security and added Access Control systems

ID	Description	Value

4316	5050.1 - Team Approach Mechanical Systems (HVAC / Plumbing) - ACCO Engineered Systems, Inc. - S - Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal. Ref: ACCO EWP-084	$24,389.00
4317	5060.2 - Team Approach Electrical Systems - CSI Electrical Contractors, Inc. - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal. Ref: CSI COR #242	$92,609.00
4318	5070.1 - Team Approach Special Systems - CGMP's 01, 06 & 14 - Rosendin Electric, Inc. - 2209203 - 509001 - S - Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal. Ref: Rosendin PCO #0045	$507,905.00
4319	3070 - Exterior Glazing / Curtain Wall - CGMP 15 - Terminal Base Building - Architectural Glass and Aluminum - 2209213 - 306000 - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal. Ref: AGA COR #027	$16,614.00
4320	4060 - Architectural Woodwork / Airline Millwork - ISEC, Inc. - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	$0.00
4321	4070 – Doors / Frames / Hardware – Design Hardware – S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	$0.00
4322	4090 - Drywall Systems - CGMP 15 - Terminal Base Building - Nevell Group, Inc. - 2209213 - 409000 - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	$36,925.00
4323	4091 - Ceiling Systems - CGMP 15 - Terminal Base Building - Elljay Acoustics - 2209213 - 409005 - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	($5,385.00)
4324	4120 - Painting - CGMP 15 - Terminal Base Building – Valdez Painting – 2209213 – 412000 – S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal. Ref: Valdez COR #6.1	$2,359.00

4325	4171 - Wayfinding / Signage - CGMP 15 - Terminal Base Building – California Signs, Inc. dba CA Signs - 2209213 – 415007 – S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	$6,372.00
4326	5030.1 - Fire Protection Systems - CGMP 15 - Terminal Base Building - XL Fire Protection - 2209213 - 205000 - S – Furnish and install all labor, material, equipment, and incidentals in accordance with Owner Change Directive 038 captured in RFI 02804 Series for added Automated Exit Lane at the Terminal.	$21,212.00
4327	Fund Design-Builder Fee (3.5%) for changes associated with CD-038 added Automated Exit Lane at the Terminal.	$24,605.00

Total Requested Amount: $727,605

Total Requested Work Days: None

The following clarifications are included as part of this Contractor Change Request:
-
1. The costs submitted in this CCR include applicable rework costs for Subcontractors.

Respectfully,

Patrick Hardy
Holder, Pankow, TEC - A Joint Venture

Wednesday, July 16th, 2025

Perry Martin
Jacobs
3065 N Hollywood Way Burbank, CA 91505

RE: Contractor Change Request
Hollywood Burbank Airport RPT - Contractor Change Request - CCR-00047

Dear Perry Martin,

The following is a brief description of the change and the cost(s) associated with the proposed modification:

Concessions Mechanical HVAC Ducting Installation in Module C - CD-035 - Construction Costs

This Contractor Change Request is being submitted following receipt of CD-035 for CPCN-0046 Concessions Mech HVAC Ducting. This is the formal submission of cost impact for the Construction Impact costs associated with the design effort per CD-035.

Please reference attachment for a brief summary of the Document Changes, separated by subcontractor for costs associated with the Concessions Mechanical HVAC Ducting Installation in Module C.

ID	Description	Value
2124	5050.1 - Team Approach Mechanical - CGMP'S 01, 06 & 14 - ACCO Engineered Systems, Inc. - 2209203 - 503000 - S - Furnish and install all labor, material, and incidentals in accordance with the Mechanical Duct Roofing Penetrations per CD-035, including: 1. Fabricate & install supply, return, grease exhaust, and high humidity exhaust duct mains & risers for the (3) concession spaces. It is agreed and understood that the grease exhaust is not included for the Concession Space C13 per Owner Direction. 2. Furnish & install supplementary beam supports for added ductwork. 3. Furnish & install (2) layers of fire wrap for grease exhaust duct. 4. Furnish & install insulation for supply and return air duct. 5. Layout and install of roof duct penetrations serving the (3) identified concession spaces, capping ductwork above the finished roof buildup height.	$1,158,075.00

2123	3080 - Roofing Systems - CGMP 15 - Terminal Base Building - Anning-Johnson Company - 2209213 - 307001 - S - Furnish and install all labor, material, and incidentals in accordance with the Mechanical Duct Roofing Penetrations per CD-035, including: 1. Installing PVC duct work flashing for duct penetrations, and 2. PVC flashing for curb, pipe, and roof drain penetrations. Ref: AJ (Roofing) COR #4.06	$18,395.00
2137	Fund - Design Builder Fee (3.5%) for Changes Associated with CD-035 Concessions Mechanical HVAC in Module C.	$41,176.00
5017	Reconcile funds approved via Task Order 006 Amendment 18 for initial funding to release Subcontractor for fabrication associated with CD-035 - Concessions Mechanical HVAC in Module C.	($223,368.00)

Total Requested Amount: $994,278

Total Requested Work Days: None

The following clarifications are included as part of this Contractor Change Request:
-
1. Pricing is inclusive of go-back work required for HVAC installation. Photos of current on-site conditions are included in the attachment for reference.
2. Per email coordination between Jacobs and HPT, the costs associated with the furnish/install of the supply and return air shown in Concession Space C13 is included in the CCR - please reference pg. 3 of the CCR for the breakout cost for this scope.
3. It is agreed and understood that the pricing does not include costs for the furnish/install of the grease duct in Concession Space C13.

Respectfully,

Patrick Hardy
Holder, Pankow, TEC - A Joint Venture

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

MASTER SERVICES AGREEMENT CITY OF BURBANK FOR INTERNET SERVICE

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

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to enter into a proposed Master Services Agreement ("Agreement"), copy attached, with the City of Burbank ("City"), for internet service using the ONE Burbank fiber optic core network.

This Agreement will make Burbank Water and Power ("BWP") the primary internet service provider ("ISP") supporting the operations of the Replacement Passenger Terminal ("RPT") and the Airport. Similar contracts with other ISPs for redundant backup internet services will be brought to the Committee and the Commission for consideration at a later date.

BACKGROUND

An ISP provides the access to the internet which allows the Airport to connect its network and cloud-based applications to the internet in support of its day-to-day operation.

In the Spring of 2024, staff began discussions with existing and potential new ISPs to provide the construction and installation costs of services in conjunction with the RPT design-build team.

Currently, the Authority has contracts with AT&T and Lumen Technologies for internet service. Staff engaged in discussions with them, but neither are able to meet the November 2025 service testing and turn-up timeline requirements for the RPT project.

BWP has developed ONE Burbank fiber networking services throughout the City to provide businesses with flexibility, security, and symmetrical transfer rates. This service is available to the RPT project and can meet the Authority's timeline. If approved, BWP will serve as the primary ISP for the RPT and the Airport. Under the Agreement, BWP will provide:

- 5Gbps internet service at two diverse entry points to the RPT
- 3-year contract term
- Monthly cost for the service is $2,460 per entry point
- Total cost for term of the Agreement is $177,120 inclusive of all construction, installation, and support costs
- Upon completion of turn-up and testing and acceptance by the Authority, which is estimated to be early 2026, BWP will initiate billing for its services

Separately, Staff is seeking proposals from the Authority's current ISPs, AT&T and Lumen, to construct and install redundant backup internet services to the RPT.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to enter into the Agreement with the City to access the City's internet fiber network for the RPT project, authorize the President to execute the Agreement, and direct Staff to issue the Service Order with BWP.

Attachments:
Master Services Agreement
ONE Burbank Service Order Forms

MASTER SERVICES AGREEMENT
FOR
ONE BURBANK SERVICES:
AGREEMENT NO. DIA-07/25

THIS MASTER SERVICE AGREEMENT is made and entered into effective as of September 1, 2025 (the "Effective Date"), by and between the CITY OF BURBANK (hereinafter referred to as "City") having an office at 164 W. Magnolia Blvd., Burbank, California 91503, and Burbank-Glendale-Pasadena Airport Authority (hereinafter referred to as "Customer"), with its principal office at 2627 N. Hollywood Way, Burbank, CA 91505.

RECITALS

WHEREAS, Customer desires to obtain City's fiber optic services specified in Appendix D hereto (the "ONE Burbank Services") as may be requested from time to time; and

WHEREAS, City, through Burbank Water and Power ("BWP"), a City department, is willing to provide services to Customer utilizing City's fiber optic core network and other facilities, interconnections, and arrangements to be furnished by City, subject to its receipt and acceptance of Customer's requests therefore, and all in accordance with and subject to the specifications, rates, terms, and conditions set forth herein and in the appendices hereto:

NOW, THEREFORE, Customer and City, in consideration of mutual conditions and covenants hereinafter described, agree as follows:

1. Provision of ONE Burbank Service.

1.1 Service Orders. Customer may, from time to time, submit requests for ONE Burbank Services to City for its acceptance. Such requests ("Service Orders") must be submitted on City's approved, then-current Service Order forms and must incorporate, by reference, all of the provisions of this Master Service Agreement.

1.2 Acceptance

(a) **Written Acceptance.** City, in its sole discretion, may accept a Service Order submitted by Customer. To be effective, such acceptance must be in writing and signed by the General Manager of Burbank Water and Power or his or her designee.

(b) **Security for Payment.** City, in its sole discretion, may require Customer, as a condition precedent to City's acceptance of a Service Order, to furnish a deposit or other security, in an amount and form determined by City in its sole discretion, to secure payment of City's charges.

(c) **Special Construction.** In the event that the City, in order to meet the requirements of Customer, is required to construct new facilities or to make special arrangements of its facilities ("Special Construction"), City may require, as a condition to City's acceptance of a Service Order, that Customer agree to pay charges for the Special Construction. Such charges will be based on City's costs and include such elements as cost of equipment and materials, cost of installation, engineering, labor, supervision, general and administrative expense, overhead, interest during construction, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the provision of the Special Construction.

(d) **Integration.** Upon acceptance of a Service Order, City and Customer shall be deemed to have entered into a binding agreement for provision of the specified services ("Service Agreement") on a basis that integrates, and is thereby fully subject to and governed by, all of the provisions of this Master Service Agreement and the accepted Service Order. In interpreting any such Service Agreement, the term "Master Service Agreement" as used herein shall be construed as meaning "Service Agreement" except in cases where the context clearly requires otherwise.

1.3 Access Links. ONE Burbank Service is provided through fiber-optic access links between City's core network and Customer-controlled facilities. The demarcation points ("User Network Interfaces" or "UNIs") between Customer-controlled-facilities and City's facilities shall be at mutually-agreeable points within the Customer-designated locations specified in the Service Order. Except as may otherwise be provided in the Service Order, City shall retain title to and sole right of control over all facilities and equipment installed by City pursuant to the Service Agreement, and Customer shall have no right to access such equipment for any reason except to connect Customer's cabling to equipment provided by City for such purpose.

1.4 Customer Responsibility. Except as may otherwise be provided in the Service Order, Customer shall be responsible, at its sole cost, for acquiring, installing, connecting, operating, maintaining, and repairing all cabling, equipment, and facilities on Customer's side of the UNI that are required for connecting to, and using, ONE Burbank Services. Further, Customer shall be responsible for providing and maintaining, at its sole cost, suitable and secure equipment space, supporting structures, conduit, building penetrations, power, and environmental conditions as City reasonably requires to establish and operate its connecting facilities and equipment at each such location. In addition, Customer shall be responsible for obtaining and providing, at its sole cost, such licenses or other rights in, under, across, and over the property and buildings in which the UNIs are located, and, if necessary, any adjacent property, as City reasonably requires for the purposes of enabling City and its contractors to install, operate, maintain, repair, replace, and remove City's facilities and equipment in accordance with the Service Agreement. Such licenses must also provide: (i) that notwithstanding that any of City's facilities or equipment may be fixtures on the premises at which they are located, City shall retain full ownership of such facilities and equipment and such facilities and equipment may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered in connection with the transfer of all or any portion of any interest in the premises; and (ii) that City may, in its discretion and without liability, abandon such facilities in place upon termination of a Service Agreement as provided by Paragraph 8.5.Customer shall ensure that Appendix B hereto is current and will deliver any updates to the City.

1.5 Service Availability. Following City's acceptance of a Service Order, City shall use commercially-reasonable efforts to make the specified ONE Burbank Services available for Customer's use by the date for service availability that is requested by Customer, or in the absence of such request, within a reasonable time. A service shall be deemed available for Customer's use on the date that City notifies Customer that the service has been tested and meets or exceeds the technical and other service specifications set forth in the Service Agreement, and is ready for Customer's use (the "Service Commencement Date"). City will notify Customer in the event City determines that it is unable to do so and will advise Customer of the date the service is expected to be available for Customer's use. In the event such date is more than ninety (90) days after Customer's requested date for service availability, and provided that such delay is not due to Force Majeure (as hereinafter defined) or Customer's failure or delay in carrying out its responsibilities under the Service Agreement, Customer may, without incurring any liability for early termination charges, cancel its request for the affected service by giving City notice of such termination no later than twenty-four (24) hours after receiving City's notice of its inability to meet the requested date for service availability. Upon Customer's timely cancellation of the service request, the applicable Service Agreement shall be deemed terminated as to, but only as to, the affected service. In the event that Customer does not provide notice of cancellation within such period, Customer shall be deemed to have consented to the later service availability date. Under no circumstances, shall City be liable to Customer for damages, whether direct, indirect, special, incidental, consequential, or otherwise, for any delay in the availability of any services.

1.6 Control of Service Methods. City shall have the right to utilize its own facilities or services and facilities furnished by other service providers, or any combination thereof, in providing ONE Burbank Services, as determined by City in its sole discretion.

In addition, City shall have the right to employ contractors and other third parties to carry out any of its obligations or responsibilities under or in connection with this Master Service Agreement.

1.7 Service Levels. Subject to outages due to scheduled maintenance or testing, Force Majeure, failure of power, facilities, equipment, and services not provided by City, and other limitations contained in the Service Level Agreement ("SLA"), if any, that applies to ONE Burbank Service, City will design ONE Burbank Service to meet or exceed the service levels specified in the service description and, if applicable, the SLA, and use commercially-reasonable efforts to provide such service on a continuous basis during the term of the applicable Service Agreement. Service descriptions and SLAs for particular services are set forth in the appendices to this Master Service Agreement. SLAs apply only as specified in such appendices. If ONE Burbank does not achieve a specified service level, a credit, as set forth in the SLA, if any, will be issued to Customer upon Customer's request, subject to Customer's compliance with all applicable terms of the SLA, including, without limitation, the timely reporting of trouble in conformance with City's specified procedures. City's maintenance log, trouble ticketing systems, and other performance measuring systems, will be used to verify the availability of requested credits. In no event will the total credits issued to Customer with respect to service deficiencies occurring in any month exceed the monthly recurring charges paid by Customer for the affected services for that month. CUSTOMER'S SOLE REMEDIES FOR ANY OUTAGES, FAILURES TO DELIVER OR DEFECTS IN SERVICE ARE CONTAINED IN THE SLA, IF ANY, THAT IS APPLICABLE TO THE AFFECTED SERVICE.

1.8 Planned Outages. City will use commercially-reasonable efforts to provide Customer with advance notification of planned outages in accordance with mutually-agreed procedures.

1.9 Trouble Reporting Procedures. The procedures to be followed by Customer for reporting outages and other trouble are set forth in Appendix C. City, in its discretion, may revise such procedures from time to time, with any such revisions becoming effective upon notification to Customer.

1.10 Acceptable Use Policy. Except as provided herein, Customer may use ONE Burbank Services for any lawful purpose consistent with City's then-current, published acceptable use and privacy policies, which are hereby incorporated into and made a part of this Master Service Agreement, and provided that such use does not otherwise interfere with any services being provided to other parties, including, without limitation, City, or impair the privacy of communications on City's network. ONE Burbank Services are for the private use of Customer and its authorized users. Customer is prohibited from reselling or otherwise providing ONE Burbank Services to third parties; provided, that, notwithstanding this restriction, Customer may, with City's consent, which will not be unreasonably withheld, permit third parties to share or use such services on an incidental basis (which may include the payment of compensation by the third party to Customer for such service) in connection with a business venture, the primary purpose and object of which is other than the provision or sharing of such services. In any such case, Customer shall remain the customer of record for such service and shall remain fully responsible for compliance with all conditions, obligations, and responsibilities of Customer

under the applicable Service Agreement, and City shall have no obligations or responsibilities whatsoever to any such third party.

1.11 Moves and Changes. In the event of any change to the Customer's service location or any relocation of a UNI is required by Customer or any third party, or in the event that Customer desires to make any other change to existing service, Customer shall submit an appropriate Service Order therefore in accordance with Paragraph 1.1 of this Master Service Agreement. Upon acceptance by City in accordance with Paragraph 1.2, such Service Order shall be deemed an amendment to the Service Agreement that corresponds to the service to which the change relates.

2. Charges, Billing, and Payment.

2.1 Charges. City's charges for ONE Burbank Services are assessed at the rates specified or referenced in the Agreement. Such charges include the Monthly Recurring Charges ("MRC") and the one-time nonrecurring service establishment, installation, special construction, and similar charges ("NRCs") set forth in the underlying Service Orders and any addenda thereto relating to special construction. In addition to such charges, Customer shall pay all applicable federal, state, and local sales, use, and excise taxes, and other assessments imposed by government agencies in connection with the provision of the ONE Burbank Services, plus the amount that City is permitted by the Federal Communications Commission ("FCC") to bill to Customer to cover any Federal Universal Service Fund contributions and other assessments that may be imposed by the FCC or other state or federal agency in connection with City's provision of One Burbank Service to Customer.

2.2 Billing. City will bill Customer monthly for charges payable under the Service Agreements. Recurring charges for each service will begin to accrue as of the applicable Service Commencement Date. At City's option, billing of charges may be in advance or arrears. City may require NRCs to be paid in advance of any work for which the NRCs are assessed.

2.3 Payment. Payment of all amounts billed by City is due within thirty (30) days of the invoice date shown on the bill. In the event that Customer remits a combined payment for ONE Burbank Services and other services furnished by City, such as water or power service, that is less than the amount then due for all such services combined, City may allocate such payment to each such service in any manner that City, in its sole discretion, deems fit. If such allocation results in all or any portion of the charges for ONE Burbank Services being deemed unpaid, or if Customer's payment of all charges billed for ONE Burbank Services is otherwise not received in full by City within thirty (30) days of the invoice date shown on the bill, Customer's payment shall be deemed delinquent, and Customer shall thereafter be liable for a late payment fee, assessed daily at the rate of one and one-half percent (1.5%) per month on all unpaid amounts until payment thereof is received. Customer shall pay all costs incurred by City in attempting to collect any unpaid amounts, including attorneys' fees and costs of suit, if any.

2.4 Disputed Charges. Unless Customer provides City with written notice of disputed charges within thirty (30) days after the invoice date of the bill in which such

charges originally appear, such bill shall be paid in full by Customer pending any resolution of any later-noticed dispute. In the event Customer provides timely notice of disputed charges that sets forth, in detail, the basis of the disputed charges, Customer shall not be required to remit payment for the disputed amount during the pendency of the dispute; however, Customer shall remit payment in full of all undisputed amounts within thirty (30) days of the invoice date. If upon investigation, City determines that Customer's dispute is without merit, Customer shall, upon written notice, remit the disputed amount to City, along with accrued late charges, within seven (7) days. If Customer fails to remit such amount in full, City may pursue any and all remedies available to it for nonpayment of its charges as specified in this Agreement or that are otherwise available at law or equity.

2.5 Continuing Security. City, from time to time, may make reasonable requests to Customer for information relating to Customer's financial condition and Customer shall comply with such requests. If, at any time, City determines, in its sole discretion, that a change in Customer's financial condition or credit status may impair City's ability to receive timely, full payment of its bills, City may notify Customer of such determination and require Customer, within ten (10) days, to furnish a deposit or other security, in an amount and form determined by City in its sole discretion, as a condition to continued provision of ONE Burbank Services.

3. Term.

3.1 Master Service Agreement. This Master Service Agreement is effective as of the Effective Date and shall remain in effect until it is terminated, as provided hereunder. Any termination of this Master Service Agreement, irrespective of the reason therefore, shall not affect any Service Agreement then in effect, and each such Service Agreement shall continue to incorporate all of the terms and conditions of this Master Service Agreement as though such termination had not occurred.

3.2 Service Agreement. Each Service Agreement shall be effective as of the date the underlying Service Order is accepted by City as provided herein and shall remain in effect for the duration of the service terms for all services provided thereunder. The service term for each service shall begin on the applicable Service Commencement Date and continue for the period specified in the applicable Service Order.

4. Customer's Duty to Insure Against Loss. Customer acknowledges that the provision of communications services and facilities is a complex undertaking and that no assurance can be given by City that its provision of ONE Burbank Services, or transmissions or attempted transmissions over such services, will not be subject to outages, failures, inadequacies, mistakes, omissions, interruptions, delays, errors, or other defects. Customer further acknowledges that City has no practical means to prevent and insure against the types and extent of losses, injuries, liabilities, damages, or other harm that may be incurred by Customer, authorized users, or third parties with whom Customer or authorized users may seek to communicate as the result of such outages, failures, inadequacies, mistakes, omissions, interruptions, delays, errors, or other defects, and that Customer, alone, is in a position to prevent and insure against such losses, injuries, liabilities, damages, and other harm. For these reasons, Customer shall be responsible for obtaining any insurance and taking any other measures that may be prudent or necessary

in order to protect itself, authorized end users, and other third parties from any losses, injuries, liabilities, damages, and other harm that may be caused by or in any way result from any such outages, failures, inadequacies, mistakes, omissions, interruptions, delays, errors, or other defects, irrespective of the nature or cause thereof.

5. No Warranty; Limitation of Liability.

5.1 No Warranty. CITY MAKES NO WARRANTY WITH RESPECT TO ONE BURBANK SERVICE OR ITS PERFORMANCE HEREUNDER. CITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2 Limitation of City's Liability. CITY AND ITS BOARDS, COMMISSIONS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY LOSS, INJURY TO PERSON OR PROPERTY, LIABILITY, DAMAGE, OR OTHER HARM OF ANY NATURE THAT IS DUE TO ANY OUTAGE, FAILURE, INADEQUACY, MISTAKE, OMISSION, INTERRUPTION, DELAY, LACK OF SUITABILITY FOR CUSTOMER'S PURPOSES, OR OTHER DEFECT IN CITY'S PROVISION OF ONE BURBANK SERVICES OR ANY FACILITIES OR TRANSMISSIONS OR ATTEMPTED TRANSMISSIONS OVER SUCH SERVICES OR FACILITIES, OTHER THAN TO PAY THE AMOUNT OF THE CREDITS, IF ANY, THAT ARE SPECIFIED IN AN APPLICABLE SLA, IRRESPECTIVE OF WHETHER SUCH LIABILITY ARISES IN WARRANTY, TORT, INDEMNITY, BREACH OF CONTRACT, OR OTHER FORM OF ACTION AND IRRESPECTIVE OF WHETHER SUCH LIABILITY IS DUE TO NEGLIGENCE, WHETHER PASSIVE OR ACTIVE, OR OTHER ACT OR FAILURE TO ACT BY CITY OR ITS BOARDS, COMMISSIONS, OFFICERS, AGENTS, REPRESENTATIVES, OR EMPLOYEES; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL LIMIT OR BE CONSTRUED AS LIMITING ANY LIABILITY TO THE EXTENT SUCH LIMITATION IS UNENFORCEABLE AS CONTRARY TO LAW OR PUBLIC POLICY.

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL CITY OR ITS BOARDS, COMMISSIONS, OFFICERS, AGENTS, REPRESENTATIVES, OR EMPLOYEES BE LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS.

IN NO EVENT SHALL CITY OR ITS BOARDS, COMMISSIONS, OFFICERS, AGENTS, REPRESENTATIVES, OR EMPLOYEES BE LIABLE FOR ANY OUTAGE, FAILURE, INADEQUACY, MISTAKE, OMISSION, INTERRUPTION, DELAY, OR OTHER DEFECT CAUSED BY CUSTOMER OR BY FACILITIES, SERVICES, OR EQUIPMENT PROVIDED BY CUSTOMER, OTHER COMMUNICATIONS SERVICE PROVIDERS, OR ANY OTHER THIRD PARTY.

6. Customer's Indemnification Obligations. Customer shall indemnify City and its boards, commissions, officers, agents, representatives, and employees against, and hold City and its boards, commissions, officers, agents, representatives, and employees harmless from: all loss, liability, damage, and expense, including reasonable attorneys

fees, due to claims for libel, slander, infringement of copyright, patents, or other form of intellectual property arising out of the transmission of any matter using ONE Burbank service or Customer's use of any software or equipment in connection with such service; claims by third parties for any loss, injury to person or property, liability, damage, or other harm of any nature arising out of any outage, failure, inadequacy, mistake, omission, interruption, delay, or other defect in City's provision of the service or transmissions or attempted transmissions using the service; and any other claims, irrespective of any negligence, whether passive or active, or other act or failure to act on the part of City or its boards, commissions, officers, agents, representatives, or employees; provided that nothing herein shall be deemed to require Customer to indemnify City to the extent, but only to the extent, that such indemnification obligation is unenforceable as contrary to law or public policy.

7. Force Majeure. In no event shall either party be deemed in default or liable to the other for any delay or failure to perform its obligations hereunder, other than the obligation to make payments, that are caused by forces beyond the party's reasonable control, including, without limitation, acts of war, terrorism, revolution, riot, sabotage, vandalism, earthquakes, storms, lightning and other acts of God, cable cuts, local or national emergencies, labor disputes, whether lawful or unlawful, or the adoption or amendment subsequent to the effective date of this Agreement of government codes, ordinances, laws, rules, regulations, or restrictions that make performance commercially impracticable, all of which are referred to herein as acts of "Force Majeure." In the event a party's performance hereunder is delayed or prevented by Force Majeure, the party shall promptly notify the other party and shall thereafter complete such performance as soon as circumstances reasonably permit.

8. Suspension and Termination.

8.1 Restriction or Suspension of Service. In the event Customer fails to pay any amount owed to City by the due date, whether for ONE Burbank Services or any for any other service or reason, or in the event Customer violates any other terms and conditions of this Master Service Agreement or any Service Agreement, City may, after five (5) days' advance written notice to Customer, immediately restrict or suspend the provision of all ONE Burbank Services, including, without limitation, ONE Burbank Service provided under any other agreement, without incurring liability of any nature to Customer. Notwithstanding the foregoing, in the event that: (i) Customer's use of any ONE Burbank Service poses any actual or threatened interference with City's provision of service to other persons; (ii) Customer violates the acceptable use and privacy policies specified or incorporated by reference in Paragraph 1.10 of this Master Service Agreement; or (iii) Customer fails to provide security for payment demanded by City pursuant to Paragraph 2.5 of this Master Service Agreement, City may, without incurring liability of any nature to Customer, restrict or suspend service without advance notice to Customer. Any such restriction or suspension under this Paragraph 8.1 shall not relieve Customer of any obligation to pay for service during the period such services are restricted or suspended. City shall not be obligated to reinstitute full provision of ONE Burbank Services until Customer has cured all breaches and the service can be provided without undue risk to City or other customers.

8.2 Termination of Master Service Agreement. City may terminate this Master Service Agreement upon thirty (30) days advance notice to the customer. As provided in Paragraph 3.1, any such termination shall not affect the term of any Service Agreement then in effect.

8.3 Termination of Service Agreements for Cause. Either party may terminate a Service Agreement according to its terms or in the event the other party fails to cure any default in the performance of any material obligation thereunder, provided that the nondefaulting party first gives written notice of the default and the defaulting party thereafter fails to cure the default within the applicable cure period. The cure period shall be: (i) with respect to a default in payment, the period ending five (5) days after such notice of default is given; or (ii) with respect to any other default, the period ending thirty (30) days after such notice of default is given. Notwithstanding the foregoing, no failure of ONE Burbank Service to meet the technical and other service specifications set forth in the Service Agreement or associated SLA shall be deemed a default by City or otherwise entitle Customer to terminate the Service Agreement. In the event of such failure, Customer's sole and exclusive remedy shall be the recovery of any credits as specified in the applicable SLA, if any.

8.4 Early Termination Liability. In the event that City terminates a Service Agreement, either for cause or pursuant to Customer's request, before the end of its current term, Customer shall be liable to City for an early termination fee equal to the total amount of MRCs for the ONE Burbank Services that otherwise would have been billed to Customer under the Service Agreement during the remainder of the specified term. In addition, Customer shall remain liable for all MRCs and NRCs for such services that accrued prior to the effective time of termination. The parties agree that actual damages in the event of early termination would be difficult or impossible to determine and that the early termination fee and other charges payable under this section upon early termination are intended to be liquidated damages and not penalties.

8.5 Removal or Abandonment of Facilities Following Termination. Upon termination of a Service Agreement, City, may in its sole discretion and with no liability to Customer, either abandon in place, or remove, within a reasonable time, all or any portion of facilities that are no longer being used to provide service at the Customer's location. In the event City elects to remove any facilities, City shall do so in accordance with standard practices followed by the telecommunications in similar circumstances.

9. Assignment. Customer shall not assign, pledge, transfer or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of City, which consent City may withhold in its sole discretion. Any transfer of this Agreement by merger, consolidation or liquidation, or any change in the ownership or power to vote the majority of its outstanding voting stock (whether effected in one or more transactions or events occurring over any period of time) of Customer shall constitute an assignment for purposes of this Section.

10. Authority. Each party warrants to the other that it has authority to enter into and perform this Agreement, it has taken all action required to authorize execution of this Agreement, and this Agreement is binding upon and enforceable against it.

11. Notices. Except with respect to notices relating to planned outages and trouble reports, all notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt of such notice:

If to City: BURBANK WATER AND POWER

164 W. Magnolia Blvd.
Burbank, California 91503
Attn: General Manager
Telephone No.: (818) 238-3550
Facsimile No.: (818) 238-3560

If to Customer: BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Address:
2627 N. Hollywood Way
Burbank, CA 91505
Attn: Kimberley Parker-Polito
Telephone No.: 818-840-8840
Email address: kparkerpolito@bur.org

Such addresses and numbers may be changed, from time to time, by means of a notice given in the manner provided in this Paragraph.

12. Customer Proprietary Information. Except as required by law or with Customer's consent, City shall exercise reasonable efforts to protect any proprietary information of Customer which (a) is made available to City as necessary in order for it to provide ONE Burbank Service to Customer pursuant to this Agreement, and (b) has been specifically identified by Customer as being proprietary in nature and protected by applicable trade secret or other laws. Customer hereby grants City permission to use Customer's proprietary information to the extent needed to provide ONE Burbank Service.

13. Taxes. Each party shall be responsible for payment of its own federal, state and local taxes, and assessments. However, there may be instances where City is required by law to collect and remit taxes owed by Customer and there may be instances where City has failed to collect such taxes. Upon demand by City, Customer shall immediately remit such taxes even if such assessment arises after the termination of this Agreement.

14. Law. This Agreement shall be governed by and construed in accordance with

California law. This Agreement is made and shall be performed in the County of Los Angeles, California. Any action to enforce this Agreement shall be brought in a court of competent jurisdiction in the County of Los Angeles.

15. Entire Agreement. This Agreement, which includes all appendices and exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating to the subject matters hereof are merged herein. There is no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing among any of the parties that are not referenced herein.

16. Amendment and Modification. Neither this Agreement nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by the parties.

17. Legal Representation. Each party was represented by legal counsel during the negotiation and execution of this contract.

18. Survival of Certain Provisions. The provisions in this Master Service Agreement regarding limitations of liability, indemnification, confidentiality, and termination liability, and other provisions reasonably related to the interpretation and enforcement of such provisions shall be deemed to survive the termination of this Master Service Agreement.

[Continued on next page]

19. Severability. If any term, condition, or other provision of this Master Service Agreement is held to be invalid, unlawful, contrary to public policy, or otherwise unenforceable for any reason, either in whole or in part, such term, condition, or provision shall be severed from this Master Service Agreement to the extent of such invalidity or unenforceability, and all other terms, conditions, and provisions of this Agreement shall be construed in such a manner to permit them to remain in full force and effect to the fullest permissible and reasonable extent.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be executed as subscribed, effective the day and year first above written.

City of BURBANK

Date:_____

By:_____
Mandip Kaur Samra, General Manager
Burbank Water and Power

APPROVED AS TO FORM:

Date:_____

_____
By: Sr. Assistant City Attorney

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

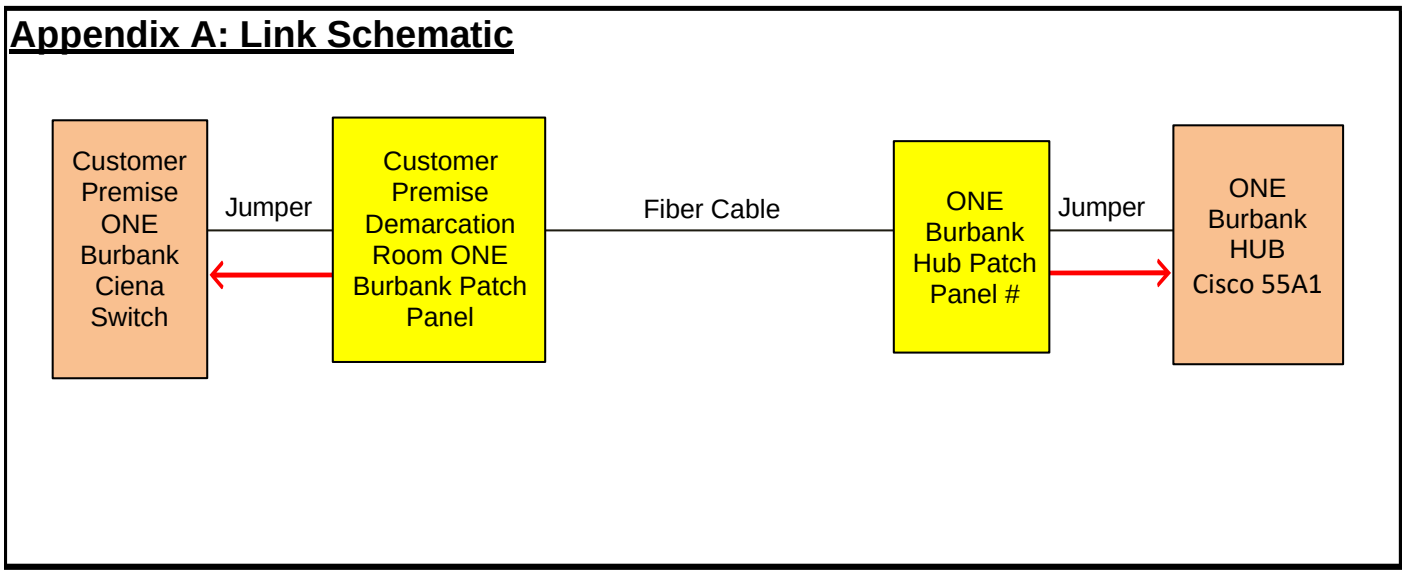
Sign:_____

Date:_____

BY: _____

Title: _____

Appendix A: Link Diagram



Appendix B: Customer Contacts

Primary Technical Contacts

Paul Manabat
NAME
2627 N. Hollywood Way
Burbank, CA 91505
ADDRESS
818-319-0080
DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER
pmanabat@bur.org
EMAIL

Primary Technical Contacts

Kimberley Parker-Polito
NAME
2627 N. Hollywood Way
Burbank, CA 91505
ADDRESS
818-331-3223
DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER
kparkerpolito@bur.org
EMAIL

Secondary Technical Contacts
(For Escalations)
NONE PROVIDED
NAME

ADDRESS

DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER

EMAIL

Tertiary Technical Contacts
(For Escalations)
NONE PROVIDED
NAME

ADDRESS

DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER

EMAIL

Business Office Contact

Kimberley Parker-Polito
NAME
2627 N. Hollywood Way
Burbank, CA 91505
ADDRESS
818-331-3223
DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER
kparkerpolito@bur.org
EMAIL

Business Office Contact

NONE PROVIDED
NAME

ADDRESS

DAYTIME PHONE NUMBER

FAX NUMBER

EMERGENCY PHONE NUMBER

EMAIL

Appendix C: Trouble Reporting Procedures

The City maintains its fiber optic network (cable System) and its equipment in accordance with industry standards. ONE Burbank provides 24 x 7 monitoring its network. ONE Burbank provides 24 x 7 support to customers for reporting and resolution of outages and other service impairments.

Customers should use the following contact information for trouble reporting:

ONE Burbank e-mail ticketing	support@oneburbank.com
ONE Burbank NMC (24 x 7)	(818) 238-3113

When contacting the ONE Burbank Network management Center, Customer should be prepared to provide the following information:

- Name, primary phone numbers for Customer's designated point-of-contact, (POC).
- Customer ID Number
- Circuit identifier(s).
- Description of problem
- Site address(es) of affected service

ONE Burbank will coordinate any required testing, troubleshooting and resolution activities with the identified Customer contact. ONE Burbank will escalate continuing troubles to senior management in accordance with its Escalation Policy.

Upon clearance of the trouble, the BWP will close any related Trouble Tickets and notify the trouble-reporting location of clearance and reason for the trouble.

ONE Burbank will respond to billing inquiries during standard business hours at:

ONE Burbank Business Office	(818) 238-3113

Appendix D

1. General Description

1.1. The ONE Burbank Dedicated Internet Access Service offering provides access to the public Internet via ONE Burbank fiber-based IP network.

1.2. ONE Burbank DIA Service is available with an Ethernet interface.

1.3. DIA Service supports a variety of options:

1.3.1. Speeds (Committed Information Rate) ranging from 20 Mbps to 1000 Mbps in 5 Mbps increments.

1.3.2. Interface types: Fast E or Gig E, Copper or Fiber

1.4. Ownership of IP Addresses: In all instances, any ONE Burbank TCP/IP Addresses provided in connection with Service will remain the property of ONE Burbank and upon Service termination, Customer's right to use ONE Burbank TCP/IP Addresses will cease. At any time after such Service termination, One Burbank may re-assign such address to another user. Unless otherwise mutually agreed in writing, Customer at all times is responsible for maintaining its own Domain Name when purchasing Service and for paying all charges associated with the Domain Name, including charges billed to Customer for Domain Name registration by third parties

2. Limitations:

2.1. ONE Burbank's DIA does not support traffic rates, either originating or terminating, that exceed the CIR ordered by the customer. One Burbank DIA doesn't provide the ability to exceed the CIR and allow the customer to burst to the full port capacity. If traffic rates do exceed the CIR, One Burbank may randomly drop frames. To avoid this situation, customer must limit the rate of traffic originating into the network, or increase its Committed Information Rate (CIR).

3. Service Level Agreements

3.1. ONE Burbank's Dedicated Internet Access SLAs specify ONE Burbank's repair and performance commitments for its DIA Service. All ONE Burbank SLAs are subject to the Exclusions and General Terms stated below and in the applicable Service Agreement.

3.2. Service Availability Service Level. The Availability Service Level for ONE Burbank DIA Service is 99.9%. ONE Burbank DIA Service is considered unavailable if the Service Port is unable to send or receive traffic. A Service Outage is measured from the time when ONE Burbank opens a trouble ticket upon receiving a Customer report of a Service Outage to ONE Burbank or upon receiving a service affecting alarm until the time that the Service has been restored and the trouble ticket has been closed.

Service Availability Remedy: For each cumulative four (4) hours of Service Unavailability in

any calendar month, Customer is eligible to request a service credit equal to 5% of the ONE Burbank monthly recurring charge for the affected service and location.

3.3. Delay Service Level. Delay is defined as the roundtrip time it takes a packet to travel between designated pairs of core routers, measured in milliseconds (ms). The average Delay in a calendar month is guaranteed to be no more than 50 ms.

Delay Remedy: Where the average Delay within a region for the preceding calendar month exceeds the guarantee, Customer is eligible to request a Service Credit equal to 10% of the total MRC relating to affected Service.

3.4. Packet Delivery Guarantee. Packet delivery is calculated based on the average of regular periodic measurements taken during a calendar month between ONE Burbank Core Routers. Packet delivery is guaranteed to be no less than 99.95% in a given month.

Packet Delivery Remedy: Where the average Packet Delivery for the preceding calendar month is less than the guarantee, Customer is eligible to request a Service Credit equal to 10% of the total MRC relating to affected Service.

3.5. Service Level Exclusions. The failure to meet a Service Level Guarantee excludes any periods caused by one or more of the following: (i) an event of Force Majeure; (ii) an act or omission of Customer, its employees, agents or contractors; (iii) Customer attempting to exceed the maximum capacity of a port connection or any other rate limitation as set forth in the Order Form; (iv) the failure of any Customer Equipment, power or In-Building Connection not provided by ONE Burbank; (v) any period of time during which ONE Burbank personnel or contractors are denied access to ONE Burbank equipment or facilities at Customer Locations; (vi) planned Service Outages for maintenance or repair where Customer has been informed of such maintenance period; (vii) any reconfiguration of a Service requested by Customer.

3.6. General Terms for Service Remedies

3.6.1. The Service Credits in a given calendar month shall not exceed 100% of the total MRC relating to the affected port(s) for that same month in which the Service Credit accrued;

3.6.2. If Customer is entitled to multiple Service Credits arising from the same incident, such credits shall not be cumulative but Customer will be entitled to the highest of such Service Credits;

3.6.3. To be eligible to receive Service Credits, Customer must cooperate in good faith with ONE Burbank to trace the root cause of the related Service Outage;

3.6.4. Service Credits are applied to Customer's account upon written request and must be submitted within ten (10) business days of the end of the billing period in which the incident giving rise to eligibility for a Service Credit occurred;

3.6.5. Requests for Service Credits must be sent to ONE Burbank by sending an email to support@ONEBurbank.com or a written request to the specified ONE Burbank point of contact. The Request must include: trouble ticket number, affected Service (including address of the affected Customer Location(s)), date and time of the Service Outage, Customer's name; name of Customer's designated point-of-contact (POC) and its primary phone number; a brief description of the problem;

4. Customer Support

4.1. ONE Burbank provides customer support as follows:

4.1.1. Network Support and Network Operations Center

- 24x7

4.1.2. Accounting

- Business hours

4.1.3. Sales

- Business hours

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ONE Burbank Direct Internet Access
Service Order Form

Customer Information

Customer Name	Burbank-Glendale-Pasadena Airport Authority	**Order Number**	TBD	**Order Origination Date**	7/10/2025
Contact Name	Kimberley Parker-Polito	**Account Number**	TBD		
Contact Email	kparkerpolito@bur.org	**Billing Address**	2627 N. Hollywood Way		
Contact Phone (desk)	818-840-8840	**City, State, Zip**	Burbank, CA 91505		
Contact Phone (cell)		**Billing Contact**	Kimberley Parker-Polito		
		Billing Contact Email	kparkerpolito@bur.org		
Renewal Date:	9/1/2025	**Billing Contact Phone**	818-331-3223		

Service Order Details

☑ NEW ☐ RENEWAL ☐ CHANGE ☐ EXPEDITE (Expedite fee may apply)
☐ CANCEL ☐ SUPPLEMENT ☐ MOVE ☐ DISCONNECT

Tax ID Number 95-3337732

Service Term	☐ M-M ☐ 12 Mo. ☐ 24 Mo. ☑ 36 Mo. ☐ Auto Renewal 12 months				**Access Circuit ID:**	**BAA105DIA**	☑ New ☐ Existing
Service:	**CIR(Mbps):**	**5 Gbps**	**Shared UNI?**	☐ YES ☑ NO	**UNI ID:**	**BAA105DIAcPE**	☑ New ☐ Existing

Location Information

Service Location

Company Name	Burbank-Glendale-Pasadena Airport Authority	**Physical Layer**	
Street Address	2827 N. Hollywood Way	**Type of Inside Wiring**	☐ Copper ☑ Fiber
Bldg, Flr, Suite, Rm #	MPOE1	**Fiber Mode/Type**	☑ SMF ☐ MMF
City, State, Zip	Burbank, CA 91505		
Main Listed Phone #	818-840-8840	**Customer IP Addressing**	
Local Tech Name	Paul Manabat	**Customer Provided**	
Local Tech Contact No.	818-319-0080	**ONE Burbank Provided**	/29 (5 usable IP addresses)
Local Tech Email Address	pmanabat@bur.org	**BGP**	☐ YES ☑ NO
Hours of Operation	8 a.m. - 5 p.m.	**Public ASN**	Private ASN
New Construction/Bldg?	☐ YES ☑ NO	**Password**	
Private Residence?	☐ YES ☑ NO	**Route Types**	☑ Default ☐ Partial ☐ Full
Manned Site?	☑ YES ☐ NO		**Total**
ONE Burbank Sales Name	Robert De Leon	**Subtotal**	**Monthly Recurring:** $2,460.00
ONEBurbank telephone	818-238-3657		**Non-Recurring:**
SUPPORT INFORMATION	support@oneburbank.com 818-238-3113	**Grand Total**	**Monthly Recurring:** $2,460.00
			Non-Recurring:

Comments
DNS or rDNS required

This Service Order is not binding until it is accepted in writing by City in accordance with the Master Service Agreement between City and Customer. Upon such acceptance, the provision of the services specified herein will be subject to all of the provisions of the Master Service Agreement.
This service order form must be signed by customer and received by BWP within (30) thirty days of the renewal date. If the form is not received by BWP within this timeframe, the service order will be regarded as approved.

Customer Signature: _____ **Date:** _____

Version 0.6 2025

Optical Network Enterprise: Business networking at the speed of light

ONE Burbank Direct Internet Access
Service Order Form

Customer Information

Customer Name	Burbank-Glendale-Pasadena Airport Authority	**Order Number**	TBD	**Order Origination Date**	7/10/2025
Contact Name	Kimberley Parker-Polito	**Account Number**	TBD		
Contact Email	kparkerpolito@bur.org	**Billing Address**	2627 N. Hollywood Way		
Contact Phone (desk)	818-840-8840	**City, State, Zip**	Burbank, CA 91505		
Contact Phone (cell)		**Billing Contact**	Kimberley Parker-Polito		
		Billing Contact Email	kparkerpolito@bur.org		
Renewal Date:	9/1/2025	**Billing Contact Phone**	818-331-3223		

Service Order Details

☑ NEW ☐ RENEWAL ☐ CHANGE ☐ EXPEDITE (Expedite fee may apply)
☐ CANCEL ☐ SUPPLEMENT ☐ MOVE ☐ DISCONNECT

Tax ID Number 95-3337732

Service Term	☐ M-M ☐ 12 Mo. ☐ 24 Mo. ☑ 36 Mo. ☐ Auto Renewal 12 months				**Access Circuit ID:**	**BAA106DIA**	☑ New ☐ Existing
Service:	**CIR(Mbps):**	**5 Gbps**	**Shared UNI?**	☐ YES ☑ NO	**UNI ID:**	**BAA106DIAcPE**	☑ New ☐ Existing

Location Information

Service Location

Company Name	Burbank-Glendale-Pasadena Airport Authority	**Physical Layer**			
Street Address	2827 N. Hollywood Way	**Type of Inside Wiring**	☐ Copper	☑ Fiber	
Bldg, Flr, Suite, Rm #	MPOE2	**Fiber Mode/Type**	☑ SMF	☐ MMF	
City, State, Zip	Burbank, CA 91505				
Main Listed Phone #	818-840-8840	**Customer IP Addressing**			
Local Tech Name	Paul Manabat	**Customer Provided**			
Local Tech Contact No.	818-319-0080	**ONE Burbank Provided**	/29 (5 usable IP addresses)		
Local Tech Email Address	pmanabat@bur.org	**BGP**	☐ YES	☑ NO	
Hours of Operation	8 a.m. - 5 p.m.	**Public ASN**		Private ASN	
New Construction/Bldg?	☐ YES ☑ NO	**Password**			
Private Residence?	☐ YES ☑ NO	**Route Types**	☑ Default	☐ Partial	☐ Full
Manned Site?	☑ YES ☐ NO				**Total**
ONE Burbank Sales Name	Robert De Leon	**Subtotal**	**Monthly Recurring:**		$2,460.00
ONEBurbank telephone	818-238-3657		**Non-Recurring:**		
SUPPORT INFORMATION	support@oneburbank.com 818-238-3113	**Grand Total**	**Monthly Recurring:**		$2,460.00
			Non-Recurring:		

Comments
DNS or rDNS required

This Service Order is not binding until it is accepted in writing by City in accordance with the Master Service Agreement between City and Customer. Upon such acceptance, the provision of the services specified herein will be subject to all of the provisions of the Master Service Agreement.
This service order form must be signed by customer and received by BWP within (30) thirty days of the renewal date. If the form is not received by BWP within this timeframe, the service order will be regarded as approved.

Customer Signature: _____ **Date:** _____

Version 0.6 2025

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

AWARD OF CONTRACT
VIRTUAL RAMP CONTROL ROOM - OPERATOR

Presented by Thomas Henderson
Director, Operations

SUMMARY

Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to award a contract, copy attached, to Dynamic Science, Inc. ("DSI") in the amount of $5,623,899.77 for a five-year term to serve as the operator of a Virtual Ramp Control Room ("VRCR") that will commence operations with the opening of the Replacement Passenger Terminal ("RPT"). Under the proposed contract, DSI will provide the qualified personnel to conduct ramp control operations for all air carrier operations at Hollywood Burbank Airport. The proposed contract includes two 1-year extension options at the Authority's discretion.

BACKGROUND

Due to the pre-existing nonstandard conditions of Hollywood Burbank Airport, particularly the proximity of the terminal gates to both active runways, the Federal Aviation Administration ("FAA") Air Traffic Control Tower ("ATCT") has managed the ramp control operations, including all aircraft arrivals and pushbacks from the terminal. The ATCT's direct oversight of the terminal ramp operations is necessary for the safety and efficiency of operations.

During the early stages of design for the RPT, FAA advised Staff that the ATCT will not conduct continuous ramp control operations upon opening of the new facility because the RPT project includes construction of a standard taxi-lane which will meet all FAA requirements for runway safety areas. Therefore, the ATCT will no longer need to have direct control of these operations. Customarily, most other airports' ramp control operations are provided by airport employees or a third-party operator. This is typical for both large hub airports and medium hub airports with similar volume of operations as Hollywood Burbank Airport.

Accordingly, designs for a VRCR operation were incorporated into the RPT concept of operations. A virtual control room was preferred over a physical ramp tower due to the lower capital cost, and the emerging technology that can allow for virtual control capabilities from any location on the airport. The VRCR will be in Building 36, co-located with the Airport Operations Department, in the northwest quadrant of the airport. Through a procurement process led by the RPT design-builder, Searidge Technologies, Inc. ("Searidge") was selected as the provider of the technology platform for the VRCR. Searidge's scope of work includes outfitting the VRCR with all equipment required to operate ramp control. This includes two camera arrays installed on top of the RPT, a video wall with a full view of the RPT ramp area, two fully outfitted controller workstations, radio equipment, and other ancillary equipment.
Staff initiated a procurement to solicit an independent contractor to operate the VRCR. A contracted operator can provide ramp control services and other related duties by providing specialized, qualified personnel that have the unique expertise to conduct VRCR operations.

The scope of duties to be provided include:

- Manage the safe and orderly flow of air carrier aircraft between the RPT terminal gates and the Airfield Movement Area, providing instructions and advisories to flight crews operating live flights and ground crews conducting aircraft tow operations.
- Provide surveillance of RPT ramp areas and the adjacent Airfield Movement Area using cameras, VRCR system, and Automatic Dependent Surveillance-Broadcast surveillance.
- Provide service during specified hours of operation, typically 0600-2300 local time. Transfer of control during off hours to the ATCT will be in accordance with a Letter of Agreement between the Authority and FAA. The off-hours coverage by the ATCT is for the control of ramp operations during irregular operations and other special circumstances.
- Develop, coordinate, and distribute seasonal and daily gate assignments for all passenger airlines at the RPT in accordance with the Authority's Joint Common Use Facility Policy. Coordinate the day-of gate assignment changes for irregular operations, schedule conflicts and other circumstances as needed.
- Provide a contract manager who will be the primary point of contact for the Authority, to respond to staff-related issues, Authority requests, and also serve as the operator's representative at ramp and scheduling coordination meetings.

EVALUATION PROCESS

A Request for Proposals ("RFP") was issued on May 19, 2025, through the PlanetBids website. From this outreach, Staff received proposals from two firms. The submittals were reviewed, and both were deemed responsive to the RFP requirements. The responding firms listed in alphabetical order are:

- Dynamic Science, Inc.
- RVA, Robinson Aviation, Inc.

The evaluation of each submission consisted of the following criteria:

SC-1: Firm Experience, Qualifications and Past Performance
SC-2: Firm Capabilities
SC-3: Project Plan and Schedule
SC-4: Proposed Pricing
Interview, Q&A

An evaluation team comprised of Staff from various departments reviewed the submissions based on the criteria defined above. Using an equally weighted average point allocation process for each of the criteria listed above, out of 130 total points, the results are as follows:

Selection Criteria	SC-1	SC-2	SC-3	SC-4		TOTAL
	Firm's Exp., Qualifications & Past Performance	Firm Capabilities	Project Plan and Schedule	Proposed Pricing	Interviews	
Weighting Factor:	1	1	1	1	1	
Maximum Points Possible	**25**	**20**	**15**	**40**	**30**	**130**
FIRM:						
Dynamic Science, Inc.	**24**	**20**	**14**	**40**	**25**	**123**
Robinson Aviation (RVA), Inc.	**24**	**20**	**13**	**37**	**26**	**120**

After a thorough review of all the information received from both submissions, DSI ranked as the highest respondent. DSI Is a highly qualified professional firm that provides ramp control services at several locations throughout the United States, including medium and large hub airport environments.

FUNDING

The cost breakdown for Years 1-5 of the agreement are listed as follows:

Year 1 - Transition Costs	
Manager	$ 195,795.60
Transition Expense	$ 50,000.00
G&A Supplies	$ 6,000.00
Controllers & Supervisor Staffing	$ 325,139.36
Estimated Year 1 Cost	$ 576,934.96

Years 2-5 Annual Costs					
Position	Year 2	Year 3	Year 4	Year 5	Notes
Controller - Hourly Rate	$ 77.57	$ 79.89	$ 82.29	$ 84.76	4 - Full Time Controllers (2,080 hrs/yr)
Total Hours Worked	8,320	8,320	8,320	8,320	
Annual Cost - Controllers	$ 645,382.40	$ 664,684.80	$ 684,652.80	$ 705,203.20	
Supervisor - Hourly Rate	$ 86.38	$ 88.97	$ 91.64	$ 94.39	2 - Full Time Supervisors (2,080 hrs/yr)
Total Hours Worked	4,160	4,160	4,160	4,160	
Annual Cost - Supervisor	$ 359,340.80	$ 370,115.20	$ 381,222.40	$ 392,662.40	
Annual Cost - Manager	$ 201,660.46	$ 207,719.55	$ 213,951.13	$ 220,369.67	1 - Full Time Manager (2,080 hrs/yr)
Annual Total	$ 1,206,383.66	$ 1,242,519.55	$ 1,279,826.33	$ 1,318,235.27	
Years 1 - 5 Totals	**$ 5,623,899.77**				

Appropriations for the first 9 months of Year 1 transition costs are included in the FY 2026 adopted budget. The costs for the remaining portion of Year 1 and for subsequent years of the service agreement will be included in subsequent fiscal year budgets.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to award the contract for VRCR operation services to DSI in the amount of $5,623,899.77 and authorization for the President to execute the same.

STAFF REPORT PRESENTED TO THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

APPROVAL OF ELECTRICAL SERVICES AGREEMENT CITY OF BURBANK

Presented by Roger Johnson
Jacobs Project Management Co.

SUMMARY

Subject to the approval of the Federal Aviation Administration ("FAA") for compliance with revenue diversion prohibitions, Staff seeks a recommendation from the Executive Committee ("Committee") to the Commission to approve an Electrical Services Agreement ("Agreement", Attachment A), with the City of Burbank ("City") for the development of a community substation to provide the permanent electrical power to the Replacement Passenger Terminal ("RPT"). Upon execution of the Agreement, Burbank Water and Power ("BWP") will issue Aid-In-Construction ("AIC") deposit requests for the final design and construction of the substation.

BACKGROUND

On December 19, 2022, the Commission awarded Holder, Pankow, TEC – A Joint Venture ("HPTJV") a design-build agreement for the RPT Project. Design and construction are progressing well with several significant milestones achieved. The project team, including airport staff, Jacobs Project Management ("Jacobs") staff and members of the HPTJV design-build team, continues to coordinate with BWP representatives for the initial temporary and ultimate permanent power to the RPT and ancillary facilities.

The existing terminal and parking garage at the airport utilize approximately 3.5 megawatts of electrical power. The airport receives this power from BWP, a publicly regulated utility operating as a department of the City. An initial analysis of the potential future electrical power demand for the RPT was performed approximately eight years ago. The analysis concluded that the RPT would require an additional 5 megavolt-amperes ("MVA") of electrical power.

BWP proposed that the Authority receive the additional 5 MVA of power from the new 67 MVA community substation that was constructed on City-owned property on the corner of Winona Avenue and Ontario Street. That facility, known as the Ontario substation, was built in part to service the Avion mixed use project developed by Burbank Industrial Investors ("BII"). On April 4, 2017, BII and the City executed a Substation Agreement under which BII paid $6,440,000 to the City as the prorated capital costs for 15 MVA from the Ontario substation, which was identified as the minimum demand load required by BII.

On April 2, 2018, the Authority entered into two contracts to obtain 5 MVA of BII's 15 MVA electrical power allotment from the Ontario substation. One contract was a Substation Reimbursement Agreement with BII. Under this agreement, the Authority paid $2,146,667 to BII as reimbursement for 33% of the prorated capital costs that BII paid to the City. The other contract was a Substation Capacity Assignment Agreement with BII and the City. Under this agreement, BII assigned 33% of its Ontario substation electrical power allotment to the Authority. This agreement also gave the Authority an option to purchase 1.667 MVA of additional load.

In March 2020, the Authority suspended work on the RPT Project due to the impacts of the Covid-19 pandemic. The project was reinitiated in the fall of 2021. An updated electrical power demand analysis was conducted for the project in mid-2022. This analysis was based on a detailed project definition document that provided more information related to the new facilities. The analysis also included power requirements based on changes to state law and City ordinances related to the number of electric vehicle charging facilities required in new parking facilities.

The updated power demand analysis showed that the initial 5 MVA projected demand was significantly lower than actual future power requirements. The updated analysis showed an approximately 17 MVA power demand for the RPT facilities, with potential demand increases upon installation of additional electric vehicle charging facilities in the parking garage. In initial discussions with BWP, the Authority was also informed that any solution to provide permanent electrical power to the RPT could not be completed until 2028 at the earliest.

In addition to the electrical power requirements for long-term RPT operations, the Authority analyzed the electrical power requirements for RPT construction. The analysis concluded that insufficient power was also a concern for the construction needs of the project.

The insufficient available power for long-term RPT operations and RPT construction, along with the gap between the Authority's projected RPT opening date of October 2026 and BWP's projected 2028 substation completion date, necessitated the development of a more robust and sustainable power solution.

The power implementation sequence for the RPT is as follows:

- **Phase 1:** 3.5 MVA temporary power for construction trailers and equipment, distributed through existing infrastructure built as part of the Avion development. Energization was completed in July 2025.

- **Phase 2:** 17 MVA temporary power for commissioning and opening the RPT to public. Two additional feeders from the Ontario substation are required. Energization is expected in the fall of 2025.

- **Phase 3:** Permanent power that will feed the RPT on a long-term basis. BWP is decommissioning the Clybourn substation and will use its existing infrastructure to transmit power to the location of the new substation. The substation is expected to be completed and energized by 2028. Power from Phase 2 will be deenergized once the substation is operational.

To date, the Authority has made the following AIC payments for the RPT Project (listed from most recent to oldest):

Date	Amount	Purpose
June 2025	$ 225,000	Phase 3 engineering of community substation
Oct. 2024	$ 7,110,070	17 MVA Distribution Substructure and Phase 2 Inspections
Oct. 2024	$ 3,228,200	Temporary Terminal Power Phase 2 - 12kV
Sept. 2024	$ 9,257,700	Phase 3 (Permanent Power) to order long-lead time items for the proposed new 12kV community substation
Sept. 2024	$ 200,000	Phase 3 (Permanent Power) transmission and distribution engineering for the substation.
Aug. 2024	$ 860,000	Phase 1 & 2 engineering and balance of 12kV distribution materials and labor to bring construction power.
Aug. 2024	$ 100,000	Phase 2 engineering to bring temporary 17 MVA power.
June 2024	$ 40,000	BWP site inspector for the electrical substructure installation, manholes, conduit placement, concrete-encasement, slurry backfill, compaction, mandrelling conduit, etc. for temporary Phase 1 power.
Sept. 2023	$ 1,411,000	Additional material and labor cost to bring temp Phase 2 power.
June 2023	$ 494,000	Procurement and installation of cabling and switches for the feeder lines for Phase 1, construction power.
Mar. 2023	$ 50,000	Electrical power requirement feasibility study.
Sept. 2022	$ 25,000	Electrical power requirement feasibility study.
Total to date	**$ 23,000,970**	

The following AIC deposit requests will be considered by the Committee, separate from the proposed Agreement, as part of the August 6, 2025 meeting agenda.

Date	Amount	Purpose
Pending	$ 712,570	Phase 1 & 2 - 17 MVA temporary power, engineering, substructure inspection and Clybourn

		substation 12kV conversion (engineering, labor, material and equipment).
Pending	$ 2,050,000	Phase 3 (permanent power) substation engineering, procurement, construction (EPC) contract award deposit.
Total	$2,762,570	

Long Term Power Solution

BWP presented two potential substation alternatives to meet the RPT's long-term power demands. In summary, the two options presented by BWP are:

Development of a Customer Substation:

The first alternative presented by BWP was the development of what is called a customer substation. The customer substation would be sized to provide the projected future power demand for the RPT, plus some additional capacity to meet potential future airport demands. The customer substation would have a capacity of 27.64 MVA. This is sufficient to power the RPT facilities plus additional future demand. One hundred percent of the power from the customer substation would be committed to the airport.

BWP would design and construct the customer substation. Once completed, the Authority would become the owner and operator of the customer substation and would be responsible for all operations and maintenance costs as well as future refurbishment and replacement costs. BWP would be responsible for maintaining the "front end" of the customer substation where BWP's power feeds come into the facility. The customer substation would be located on Authority property north of the RPT and would require a space of approximately 26,325 square feet. The proposed location for the customer substation is shown in Attachment D and E of Exhibit A.

While the Authority would be responsible for operations and maintenance of the customer substation, the Authority would be required to grant an easement to BWP for access to maintain the portion of the substation connected to BWP's high voltage lines. The customer substation would receive power from two sub-transmission lines to be installed under a sub-transmission facilities element of a customer substation agreement. This is identical to the airport's existing conditions. The estimated capital cost of the customer substation is $28,333,233. The Authority's estimated costs for a customer substation would be $28,333,233 minus a $1,706,640 credit for the unused amount paid for the Ontario substation capacity, bringing the total customer substation costs down to $26,626,593.

Development of a Community Substation:

As an alternative to a 27.64 MVA customer substation, BWP offered a 40 MVA community substation to provide the permanent power to the RPT. The community substation would provide 27.64 MVA to the RPT, identical to the power the RPT would receive under a customer substation. The additional capacity will be used by BWP to support the electrical demand of future development offsite from the airport.

BWP would design and construct the community substation. Once completed, BWP would be the owner and operator of the community substation and would be responsible for all operations and maintenance as well as future refurbishment and replacement costs. The community substation would be in the same area as the customer substation but would require a space of approximately 35,000 square feet, which is 8,675 square feet more ground area than required for a customer substation.

The proposed location for a community substation is the same as a customer substation (Attachment A.) The difference in substation footprints between the customer and community substations is indicated on Attachment B. Based on initial discussions with BWP, as part of this option, the Authority would enter into an easement agreement with BWP allowing access to and use of the site.

The community substation would be fed by four subtransmission lines providing two new lines of redundant power feeds to the substation increasing electrical power service reliability to the airport. The Authority's costs for design and construction of a community substation are identical to the costs for design and construction of a customer substation. BWP would pay the additional costs associated with the additional capacity of a community substation. Like a customer substation, the Authority would pay for the design and construction of a community station, and the associated transmission and distribution lines, through AIC deposits.

BWP would charge against the AIC deposits for the actual costs and quantities. If there are any remaining funds upon completion of the project, BWP would provide either a refund or a credit on any future work. Conversely, if the actual substation costs are higher than BWP's estimate, the Authority will be responsible for any increased costs prorated to its share of the substation capacity.

Community Station Benefits

As discussed above, the initial capital costs of the two substation alternatives are identical. The Authority would receive the same amount of power from BWP under either the customer or community substation. However, the Authority will realize significant long-term operations and maintenance benefits with the community substation such as:

1. Reduced long-term operations, maintenance, refurbishment, and replacement costs.
   As discussed above, under a customer substation option, once completed and operational, the Authority becomes the responsible party for all of the operations and maintenance costs associated with the customer substation. Under the community substation option, BWP is the responsible party for 100 percent of the facility's operations and maintenance costs.

2. Improved Power Reliability
   Under the community substation alternative, BWP will install two new power feed lines from a separate source to the substation. These lines will provide redundancy and increased reliability of electrical power to the Airport.

3. Reduced Response Times
   Electrical substations have protective relays and breakers that trip when faults like short circuits, overloads, ground faults or power system outages occur. These

protective systems must be manually reset following an outage. BWP does not prioritize the resetting of customer substations. However, with BWP owned and operated facilities, BWP prioritizes the resetting of community substations. This will result in shortening the time the airport would have to operate under emergency power.

Cost Benefit Analysis

Under either alternative described above, the Authority would need to enter into a permanent easement agreement with BWP for use of the site shown on Attachment A. As shown in the attachment, the customer substation alternative would require approximately 26,325 square feet of property. The Authority would receive 100% of the power available from the customer substation. The easement required to be provided by the Authority would be solely to allow BWP access to service the front end of the substation where BWP's powerlines connect to the facility. The Authority would conduct 100% of the activities associated with the operations and maintenance as well as fund the cost of a future replacement of the customer substation.

A community substation would require a larger footprint of approximately 35,000 square feet, approximately 8,675 square feet more than the area required for a customer substation. Under the community substation alternative, BWP would be responsible for 100% of the activities associated with the operations and maintenance. BWP would also fund the eventual replacement of the community substation.

Because it would not receive 100% of the power from the community substation, the Authority is required to demonstrate to the FAA that the value the airport receives from the community substation exceeds the revenue the Authority would generate from leasing the property on the location where the community substation will be sited. Jacobs has conducted a cost benefit analysis of the revenue potential of the 8,765 additional square feet of airport property required for the community substation above what would be required for the customer substation. This represents the portion of the Authority's property that would be utilized by BWP for electrical power generated for off-airport use. The analysis is based on the costs the Authority would incur related to operations and maintenance and a future replacement customer substation if the Authority chose to pursue the customer station alternative.

Jacobs developed estimates of operations and maintenance costs for the customer substation. Four alternatives assuming 30 and 40-year useful life and 3% and 4% escalation rates were analyzed. The table below shows the calculations of the future value costs of operations and maintenance expenses for the four scenarios. The estimate for operating costs is approximately $500,000 for the first year.

	Estimated Operating Costs				Estimated Operating Costs		
Year 1 Operating Costs	Years	Annual Adjustment			Years	Annual Adjustment	
$500,000	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
		$ 23,787,708	**$ 28,042,469**			**$ 37,700,630**	**$ 47,512,758**

The potential future value of a long-term lease for the additional 8,765 square feet of property required for the community substation was calculated. The revenue analysis used the most recent ground lease for similar property at the airport. The initial rental rate was set at the most recent rental agreement rate of $2.72 per square foot/year. Annual rate increases were estimated using the same escalation rates as used in the operations and maintenance cost estimates. The table below shows the estimated future value of revenues expected from leasing the 8,765 square feet of property.

	Estimated Revenue				Estimated Revenue		
Year 1 Revenue	Years	Annual Adjustment			Years	Annual Adjustment	
$23,596	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
		$ 1,122,590	**$ 1,323,380**			**$ 1,779,168**	**$ 2,242,222**

A comparison of the estimated revenue against the estimated operations and maintenance costs is presented in the table below.

	Years	Annual Adjustment			Years	Annual Adjustment	
	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
Estimted Operating Costs		$23,787,708	$37,700,629.87			$37,700,629.87	$47,512,757.85
Estimated Revenue		$ 1,122,590	$ 1,323,380			$ 1,779,168	$ 2,242,222
Cost Savings		**$22,665,118**	**$ 36,377,250**			**$ 35,921,462**	**$ 45,270,536**

As shown on the table above, the cost benefit analysis estimates that over a 30-to-40-year life cycle the potential cost savings associated with the community substation are up to 20 times higher than the potential revenue associated with the property.

The above analysis was submitted to the FAA on May 21, 2025, (Exhibit A). As of the writing of this report, Staff has not received a final determination from the FAA; however, the FAA has indicated that the analysis is reasonable based on initial review. Because of the long lead time required for electrical equipment, Staff seeks approval to enter into the proposed Agreement with the City. If approved, BWP will present the signed Agreement to the Burbank City Council for final approval.

Staff believe that the benefits the community substation presents to the airport and the RPT of increased reliability, expedited response time, as well as the full life-cycle cost savings, is the best permanent power alternative. This conclusion was verified by an independent analysis presented to the Commission by Mr. Martin Adams, retired General Manager of City of Los Angeles Department of Water and Power.

FUNDING

If the Agreement is approved, BWP will submit AIC deposit requests for the design, equipment and construction to meet the schedule target of the community substation. Staff will return to the Committee and the Commission with these future AIC payments for consideration. The adopted FY 2026 does include appropriations for a substation development to provide the permanent power to the RPT.

STAFF RECOMMENDATION

Staff seeks the Committee's recommendation to the Commission to approve the proposed Agreement with the City and to authorize the President to execute the same upon the FAA's determination of compliance with revenue diversion prohibitions.

Attachment
Attachment A – Electrical Services Agreement with the City of Burbank

Exhibit:
Exhibit A – Submittal to FAA

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
EXECUTIVE COMMITTEE
AUGUST 6, 2025

COMMITTEE PENDING ITEMS

Future

1. Approval - RPT Solar Panel Installation (GMP Revision)	TBD
2. GSA/TSA TI Buildout - RPT	TBD
3. Approval of M&O Agreement with Burbank Airline Consortium (RPT)	TBD

VIRTUAL RAMP CONTROL ROOM OPERATION AGREEMENT

(Burbank-Glendale-Pasadena Airport Authority / Dynamic Science, Inc.)

THIS VIRTUAL RAMP CONTROL ROOM OPERATION AGREEMENT ("Agreement") is dated August 18, 2025, for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority ("Authority"), a California joint powers agency, and Dynamic Science, Inc. ("Operator"), a Virginia corporation.

R E C I T A L S

A. The Authority owns and operates the Bob Hope Airport (commonly known as Hollywood Burbank Airport) ("Airport") and desires to retain Operator as an independent contractor to provide the following professional services: staffing and supervision of Replacement Passenger Terminal virtual ramp control room.

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

NOW, THEREFORE, the parties agree as follows:

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

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

B. "Commencement Date": October 1, 2025.

C. "Contract Administrator": Thomas Henderson or a duly authorized designee.

D. "Contract Limit": $5,623,899.77.

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

F. "Expiration Date": September 30, 2030.

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

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

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

J. "Insurance Requirements": the insurance requirements set forth in the attached Exhibit D.

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

L. "Proposal": Consultant's June 16, 2025 proposal set forth in the attached Exhibit C.

M. "Services": the tasks set forth in the attached Exhibit A.

N. "TBI": TBI Airport Management, Inc.

2. Services.

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

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

C. Operator's duties and services under this Agreement shall not include preparing or assisting the Authority with any portion of the Authority's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the Authority. The Authority shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Operator's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Operator shall cooperate with the Authority to ensure that all competitors for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Operator pursuant to this Agreement.

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

3. Term.

A. The base term of this Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless extended or earlier terminated as provided below.

B. The Authority shall have two options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, the Authority shall give written notice to Operator at least 30 days prior to the then-scheduled expiration date.

C. If either party breaches this Agreement and fails to cure such breach within 10 days of receipt of written notice, then the non-breaching party may immediately terminate this Agreement for default; provided, however, if the cure is not reasonably susceptible of being performed within 10 days for any reason, then the party shall not be deemed to be in default unless it has failed to initiate performance within such period (or longer period if required), or if it has thereafter failed to perform diligently to completion.

D. The Authority may terminate this Agreement for convenience upon 60 days prior written notice to Operator.

4. Compensation.

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

B. Operator shall submit monthly invoices to the Authority for the Services. Each invoice shall itemize the work performed during the billing period and the amount due. Within 10 business days of receipt of each invoice, the Authority shall notify Operator in writing of any disputed amounts on the invoice. Within 30 calendar days of receipt of each invoice, the Authority shall pay all undisputed amounts on the invoice. The Authority shall not withhold applicable taxes or other authorized deductions from the payments, and Operator shall pay all required taxes on the payments.

5. Independent Contractor Status. Operator is, and shall at all times remain as to the Authority, an independent contractor. Operator 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 Operator except as set forth in this Agreement.

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

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

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

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

10. Indemnification.

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

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

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

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

12. Suspension. The Contract Administrator may suspend all or any part of the Services for the Authority's convenience or for work stoppages beyond the control of the parties. Written notice of a suspension shall be given to Operator.

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

Authority	Operator
Burbank-Glendale-Pasadena Airport Authority	Dynamic Science, Inc.
2627 Hollywood Way	1952 Cedar Rd.
Burbank, CA 91505	Chesapeake, VA 23323
Attn: Thomas Henderson	Attn: Gregg Mowrer
E-mail: THenderson@bur.org	E-mail: Gregg.Mowrer@dynamicscience.com

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Dynamic Science, Inc.

By: Douglas A. Wilson

Print Name: Douglas A. Wilson

□ Chairperson ☒ President □ Vice President

By: _____

Print Name: _____

□ Secretary □ Asst. Secretary
□ Chief Finance Officer □ Asst. Treasurer

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

Burbank-Glendale-Pasadena Airport Authority

_____
Jess Talamantes, President

Approved as to form:

_____
Richards, Watson & Gershon
A Professional Corporation

EXHIBIT A
Scope of Services

(attached)

Virtual Ramp Control Room ("VRCR") – Staffing Operator
Hollywood Burbank Airport
RFP NO. OPS25-01

EXHIBIT A
SCOPE OF SERVICES AND PROJECT DESCRIPTION

PROJECT BACKGROUND

The Burbank-Glendale-Pasadena Airport Authority ("Authority"), owner of the Hollywood Burbank Airport ("BUR"), awarded a contract to Holder, Pankow, TEC – A Joint Venture ("HPTJV") in December 2022 for design and construction of a Replacement Passenger Terminal ("RPT"). As part of the scope of work for this project, a Virtual Ramp Control Room ("VRCR") will be developed and implemented for the RPT that is scheduled to open in October 2026. The area to be controlled by the VRCR is depicted in Exhibit D of this RFP and is subject to change.

HPTJV solicited proposals for a vendor to provide the technology solution for the VRCR. After reviewing the proposals, the Authority directed the project team to select Searidge Technologies ("Searidge") as the provider of the VRCR system, including all software, hardware, workstations, and backend infrastructure. The VRCR will be located on the second floor of Building 36, 2800 N. Clybourn Ave. Burbank, CA 91505. The VRCR will be co-located with the Authority's Operations Department. Searidge's proposal for the VRCR is listed in Exhibit E of this RFP.

The VRCR has been designed to meet the following requirements:

- Manage the safe and orderly flow of air carrier aircraft between the RPT terminal gates to the Airfield Movement Area, providing instructions and advisories to flight crews operating live flights and ground crews conducting tow operations, including:
    - Direct all aircraft ground operations via radio communications
    - Coordination with Federal Aviation Administration ("FAA") Air Traffic Control Tower ("ATCT") Ground Control
    - Coordination with Airline Operations
    - Coordination with the Authority's Airport Operations Department

- Provide surveillance of RPT ramp areas and adjacent Airfield Movement Area using cameras, VRCR system, and Automatic Dependent Surveillance-Broadcast surveillance.
- Provide service during specified hours of operation, with service support to ensure continuous system operation.

VRCR Facility:

- VRCR will be constructed in a single room in Bldg. 36, approximately 384 sq. Ft.
- A video wall will provide visibility of the RPT's linear, 14 gate terminal ramp, adjacent taxi-lane, and adjacent Airfield Movement Area.
- Camera fixtures to provide video wall coverage will be installed on two separate camera masts on the roof of the RPT, with camera views at a minimum of 40 ft. above the terminal ramp.
- VRCR will be equipped with one primary controller workstation, and one supervisor workstation.

SCOPE OF SERVICES

Operator shall provide professional staffing for the VRCR. All services listed below will be prepared and finalized prior to the opening of the RPT in October 2026. Subsequent management and oversight of services is required for the duration of the contract.

Operator shall provide the following services:

- Provide staffing and supervision to operate all components of the Searidge Technologies VRCR system.
- Provide staffing and supervision to operate all components of the VRCR including:
    - Searidge technology
    - Supplemental radio systems
    - Supplemental phone systems
    - Supplemental computer workstations
    - Standard Operating Procedures ("SOPs") / Contingency Operations Plans ("COPs")

- Develop, coordinate, and distribute seasonal and daily gate assignments for all airlines in accordance with the Authority's Joint Common Use Facility Policy. Coordinate day-of gate assignment changes for irregular operations, schedule conflicts, and other circumstances as needed. The Authority will retain ultimate oversight and approval for seasonal and daily gate assignments.
- Staffing and supervision shall operate the VRCR seven days a week, 17 hours per day, typically from 0600L to 2300L in two work shifts, or as otherwise directed by the Authority. Transfer of control during off hours to the FAA will be in accordance with a Letter of Agreement ("LOA") between the Authority and FAA ATCT. See "Roles and Responsibilities" below for additional details.
- Provide an adequate number of qualified staff per work shift to ensure proper coverage during the 17-hour workday. Operator staffing shall include qualified staff and supervision of all the activities relating to the VRCR services at the Airport. Operator shall also provide a contract manager who will be the point of contact for the Authority,

respond to staff related issues and requests, and will serve as Operator's representative at coordination meetings.

Operator staff shall dress and conduct business in a professional manner at all times. Operator staff shall maintain Airport-issued security badges as a condition of employment.

ROLES AND RESPONSIBILITIES

The following responsibilities have been outlined for the stakeholders involved with the operation of the VRCR.

Authority:

- Provide the VRCR facility and all related equipment, hardware, software, and backend infrastructure for the Searidge system as constructed through the RPT project.
- Provide for all Operating and Maintenance expenses of the Searidge system.
- Provide for all Operating and Maintenance expenses of the Searidge system and radio licenses.
- Provide Operator with access to the Airport's Resource Management System ("RMS") to provide real-time gate assignments at terminal gates. The RMS in the RPT will be provided by SITA.
- Provide Operator with access to airline schedule submittals via secure portal.
- Provide facilities, parking, restrooms, and other workplace amenities for the VRCR staff within Building 36 – Operations Department at the Airport.
- Continuously manage the VRCR operation contract and serve as the liaison between all stakeholders related to the development and operation of the VRCR.

Operator:

- Recruit, hire, and train staff to operate the VRCR as described in the Scope of Services.
- Provide continuous staffing to operate the VRCR as described in the Scope of Services.
- Serve as the project lead for the licensing of two new ramp control frequencies, including a primary and backup frequency. Operator shall prepare and submit license application requests with the Federal Communications Commission ("FCC") and provide updates to Authority and FAA ATCT staff on frequency development and implementation. The Authority currently does not have any assigned ramp control frequencies. All FCC licenses procured by Operator shall be in the name of the Authority.
- Serve as the project lead for the development, drafting, and implementation of all SOPs, Memorandums of Understanding ("MOUs"), and LOAs between Operator, the Authority, and FAA ATCT as related to the operation of the VRCR. This will include at a minimum:
    - Identify areas of responsibility between Operator and FAA ATCT.
    - Designation of handoff points for arriving and departing aircraft.
    - Familiarization with RPT ramp, including locations of gates, taxi-lane, taxi-lane throats, spot markings, and signage.

    - Procedure for handoff of gate operations during off hours, or unavailability of VRCR staff.
    - Procedures for Contingency Operations Plans (“COP”) in the event of system outages.
    - Procedures for COP in the event of ATC-Zero operations.
- Provide monthly invoices to the Authority detailing contractual expenses, as well as maintaining and preparing operational activity reports on operational issues and statistics as directed by the Authority. Operator shall keep all business records on file for five years or as otherwise directed by the Authority.
- Report equipment outages immediately to Searidge, SITA and / or the Authority as appropriate for any maintenance / service requests. Operator will receive training from Searidge to conduct Level 1 service. Service requests categorized as Level 2 and above will be resolved by Searidge. The Authority will provide training for SITA RMS and related equipment.
- Operator will manage its staff through its own company personnel policies. These policies shall include methods for hiring, discipline, termination, and drug screening.
- VRCR Supervisor will attend the monthly Airline Manager’s Meeting to discuss seasonal airline schedule updates.

IMPLEMENTATION PLAN

Milestones listed below shall be completed prior to RPT Opening Day, October 2026:

12 Months - Operator shall commence implementation preparation for a minimum of 12 months prior to the opening of the RPT. This will include planning and coordination meetings with Authority and FAA ATCT staff, and the development of SOPs, MOUs, and LOAs as stated in “Roles and Responsibilities” above.

Continuous - Operator will participate in the Operational Readiness, Activation and Transition ("ORAT”) process as directed by the Authority. Operator must be available to participate in ORAT meetings immediately after entering into an agreement with the Authority.

10 Months – Operator shall commence licensing process directly with the FCC or a third-party vendor to license two new ramp control frequencies.

4 Months - Operator shall have all staff on site to commence training and familiarization no later than four months prior to the opening of the RPT. Operator shall provide staffing of VRCR prior to RPT opening day to conduct final ORAT processes, systems tests, soft openings, and any other preparation activities before opening day.

Opening day is tentatively scheduled for October 2026, date to be determined.

EXHIBIT B
Fee Schedule

(attached)

Virtual Ramp Control Room ("VRCR") – Staffing Operator
Hollywood Burbank Airport
RFP NO. OPS25-01

EXHIBIT B
PRICING STRUCTURE

Provide a detailed breakdown of all proposed hourly rates and any associated fees for performing and completing the services outlined in this RFP.

	First Year Hourly Rate	Second Year Hourly Rate	Third Year Hourly Rate	Fourth Year Hourly Rate	Fifth Year Hourly Rate	First One-Year Option (if exercised) Hourly Rate	Second One-Year Option (if exercised) Hourly Rate
Controller	$ 75.31	$ 77.57	$ 79.89	$ 82.29	$ 84.76	$ 87.30	$ 89.92
Supervisor	$ 83.86	$ 86.38	$ 88.97	$ 91.64	$ 94.39	$ 97.22	$ 100.14

EXHIBIT C
Proposal

(attached)

SUBMITTED TO:
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY
ATTN: Department Procurement
2627 Hollywood Way
Terminal A
Burbank, California 91505
Los Angeles

Virtual Ramp Control Room (VRCR) – Staffing Operator

HOLLYWOOD BURBANK AIRPORT
RFP NO. OPS25-01

SUBMITTED BY:
DYNAMIC SCIENCE, INC.
1952 Cedar Rd, Chesapeake VA 23323
Tel: 507-649-1116 ✈ www.dynamicscience.com

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1. Cover Letter

June 16th, 2025
Procurement Department
Attn: Mr. Franciso Flores
2627 Hollywood Way / Terminal A
Burbank, California 91505

Subject: REQUEST FOR PROPOSALS VIRTUAL RAMP CONTROL ROOM – STAFFING OPERATOR HOLLYWOOD BURBANK AIRPORT RFP NO. OPS25-01

Dear Procurement Department – Mr. Francisco Flores

Dynamic Science, Inc. (DSI) is pleased to submit this proposal in response to Hollywood Burbank Airport's Virtual Ramp Control Room – Staffing Operator request for proposal. DSI's Cover Letter requirements are as follows:

1. Primary Contact Information:
    a. **Dynamic Science, Inc.**
    b. Address: 1952 Cedar Rd., Chesapeake VA 23323
    c. Primary Contact: Douglas A. Wilson
    d. Title: President
    e. Telephone: (507) 649-1116
    f. Email: doug.wilson@dynamicscience.com.

2. DSI clearly understands and commits to the provisions of the services specified in Hollywood Burbank Airport's Virtual Ramp Control Room – Staffing Operator request for proposal – RFP No. OPS25-01.

3. DSI and/or members of our team do not have any potential conflicts that may arise in the performance of the services requested within the RFP No. OPS25-01 and/or the associated Operation Agreement.

4. Agreement Exception: DSI does not take exception to the Authority's Operation agreement.

5. As indicated with the signature below, Mr. Douglas A. Wilson, DSI President, is legally authorized to bind DSI in submitting this proposal.

If there are any questions concerning this submittal, please contact me at (507) 649-1116 or by email at doug.wilson@dynamicscience.com.

Sincerely,

Douglas A. Wilson
President
Dynamic Science, Inc.

1 a. Executive Summary.

Dynamic Science, Inc. (DSI), a certified Service-Disabled Veteran-Owned Small Business (SDVOSB) and Women-Owned Small Business (WOSB), dedicated to delivering exceptional performance, innovation, and quality to ensure the Burbank-Glendale-Pasadena Airport Authority receives the best-value, lowest-risk solution for the Virtual Ramp Control Room (VRCR) Staffing Operator Services at Hollywood Burbank Airport (BUR), as outlined in RFP No. OPS25-01. With over 35+ years of aviation expertise, DSI has employed FAA-certified Air Traffic Controllers and Ramp Controllers since 1995, setting industry standards and consistently exceeding client expectations. DSI's company structure and depth of relevant aviation experience offers customer focused performance with the flexibility to immediately evolve to meet customer and stakeholder needs. DSI is fully committed to providing all the required Scope of Services to meet and surpass BUR's VRCR operational needs.

DSI's extensive experience in ramp control, air traffic control, and aviation services across the National Airspace System (NAS) uniquely positions us to manage BUR's VRCR, ensuring safe and efficient aircraft movements between the Replacement Passenger Terminal (RPT) gates and the Airfield Movement Area. Our proven track record at airports like Detroit Metropolitan Wayne County Airport (DTW), Raleigh-Durham International Airport (RDU), Seattle-Tacoma International Airport (Sea-Tac), and Amazon Air's hub at Cincinnati/Northern Kentucky International Airport (CVG) demonstrates our ability to deliver seamless operations, develop robust SOPs, and integrate state-of-the-art technologies, directly aligning with BUR's requirements for staffing, coordination, and system management.

At DTW, DSI designed and implemented comprehensive ramp control and gate management for the North Terminal in 2008, establishing SOPs, coordinating with FAA and airline stakeholders, procuring equipment, and training qualified personnel. We instituted a Gate-Planning and Review Committee and continue to collaborate with DTW's operational staff, evaluating emerging technologies to enhance safety and efficiency after 16 years of lauded performance. Our comprehensive ramp management procedures and tracking enabled DTW to increase revenue through additional business streams. This experience mirrors BUR's need for VRCR staffing, gate assignment coordination, and SOP development.

In 2017, DSI executed a flawless transition of ramp control services at Sea-Tac, the eighth-busiest large-hub airport in the NAS, with no service interruptions or delays. We formalized procedures through Memoranda of Understanding (MOUs), coordinated with the FAA, Airport Authority, and airlines, and integrated advanced technologies to create a "Common Operating Picture," significantly improving operational efficiency and safety. This expertise ensures DSI can meet BUR's requirements for VRCR operation, improve FAA coordination via a Letter of Agreement (LOA), and seamlessly integrate with SAAB's Aerobahn Technologies' system.

In 2022, DSI transformed Amazon Air's CVG hub from a follow-me truck operation to an efficient ramp control system, processing over 1 million packages in a single day: a record milestone praised by Amazon executives, pilots, and CVG Airport Authority. Our ability to recruit, train, and manage staff, develop contingency plans, and enhance safety aligns with BUR's need for professional VRCR staffing, FCC frequency licensing, and contingency operations plans (COPs).

In October of 2024, DSI was awarded the contract for the operation and management of the Resource Management Center (RMC)/Ramp Control Tower at Raleigh-Durham International Airport (RDU), as outlined in RFP No. 554-2023-0060. The scope of work encompasses comprehensive oversight of resource allocation and ramp control operations for Terminals 1 and 2, which collectively manage over 1 million square feet, 45 aircraft gates, and extensive baggage handling systems in a common-use environment.

DSI's responsibilities include developing and maintaining operational procedures in coordination with the RDU Airport Authority, FAA, and air carriers, ensuring safe and efficient aircraft movements in non-movement areas, and managing gate assignments, ticketing counters, baggage systems, and Remain Over Night (RON) parking using the SITA Resource Management System (RMS). Key tasks involve 24/7 staffing with qualified personnel, real-time coordination with air carriers and the Air Traffic Control Tower, monitoring flight information displays, and providing detailed operational reports. DSI also supports emergency response coordination, de-icing operations, and infrastructure maintenance scheduling, while adhering to strict safety and compliance standards, including FAA Class III physical requirements for staff.

Since assuming the contract, DSI has successfully implemented these services, maintaining operational continuity, enhancing resource utilization, and supporting RDU's record-breaking passenger traffic of over 15.5 million in 2024. Also, and aligned with BUR's requirements, DSI oversaw the startup and execution of a virtual ramp control room, off terminal located in the Airport Operations Center, where it can be operated completely independent of the main tower without any direct vision of the non-movement controller ramp. Ramp functions are performed virtually through the RDU digital camera network of more than 65 High-Definition cameras. Our performance aligns with RDU's Vision 2040 master plan, contributing to the airport's growth and operational efficiency.

DSI's proven ramp control expertise, stakeholder collaboration, and technology integration make us the ideal partner to operate BUR's VRCR. We are committed to recruiting and training qualified staff, developing SOPs, MOUs, and LOAs, managing gate assignments, and ensuring continuous 17-hour daily operations, all while meeting the Authority's October 2026 RPT opening timeline. Resolving complex airport operations is DSI's business, and our professional team, which has zero safety incidents in our 35+ years supporting aviation operations, is ready to exceed Hollywood Burbank Airport's expectations for safety, efficiency, and operational excellence.

2. Firm Qualifications.

a. Legal Name and Business Address:

Dynamic Science, Inc.
1952 Cedar Rd. Chesapeake VA 23323
Tel: 507-649-1116 – www.dynamicscience.com

b. Number of years in business, Current number of Employees

DSI has been in business since 1942 providing a variety of technical services with the name Dynamic Science, Inc.

c. Brief description of the organization's history, capabilities, resources, structure, ownership, size, and services.

Company History

Dynamic Science, Inc. (DSI) is a well-established provider of aviation and technical services to the Federal Aviation Administration, the Department of Defense (DoD), the Department of Transportation, and various private-sector clients. DSI has at its disposal the financial and corporate resources of a company whose 87 employees generate more than $11 million in annual revenues. DSI's own 87 employees generate more than $11 million in annual revenues from project sites located throughout the United States and abroad.

Headquartered in Chesapeake VA, DSI operates ten air traffic control and ramp control sites for commercial airports and the National Guard Bureau. DSI is the recognized leader in providing air traffic control services and navigational aid maintenance for the DoD. For years, we have far exceeded performance quality levels while meeting wide variances in statements of work and DoD standards. Since 1995, DSI has provided ATC and weather augmentation services to the National Guard Bureau at six locations.

DSI provides ramp tower control staffing, airport surface management, and gate assignment coordination services for the Wayne County Airport Authority at the Detroit Metro Airport, Michigan, Raleigh-Durham International Airport, North Carolina and for Amazon Air hub in Cincinnati. DSI integrates all aircraft movements to and from the North Terminal on a real-time basis and performs gate assignments to commercial air carriers. DSI's ramp controllers execute ATC communications, aircraft push-back clearances, remain overnight assignments, ramp activity coordination, and common use gate assignment during periods of maximum and minimal ramp activity. Our participation in the Gate Planning and Review Committee to manage the North Terminal's common use gate program as well as our gate coordinator duties for adjustments to flight information displays, common use gate planning, and common use gate assignments allows Detroit Metro Airport to maximize airfield and terminal usage increasing revenue and operational efficiency.

DSI AT A GLANCE

- ✓ Technical services provider for over 75+ years
- ✓ Solid financials
- ✓ >$11M annual revenue
- ✓ >80 employees
- ✓ ATC contract service provider to Air National Guard since 1995
- ✓ Commercial Airport surface operations and gate management control
- ✓ Five current ATC contracts serving the FAA, National Guard Bureau, and Commercial Aviation
- ✓ Flat organizational structure with experienced ATC management
- ✓ DoD TOP SECRET facility clearance

As a contractor for the FAA, DSI has an unmatched reputation of employing professionally certified former FAA and former military air traffic controllers with a wide variety of experience levels. Our president and program manager have a combined 45 years of air traffic management experience. All our ATC personnel are

certified by the National Weather Service to take surface weather observations.

Organizational Structure

DSI conducts its business through two autonomous operating divisions: the Aviation Services Division (ASD) and the Research, Science, and Technology Division. Corporate-level support in finance, human resources, and contract administration is provided to the operating divisions from the Chesapeake corporate offices. The Research, Science, and Technology Division provides a wide range of onsite technical support services, including operation and maintenance of government facilities, data collection, logistic systems studies, engineering, and design support. ASD is responsible for recruiting, training, supervising, and retaining all air traffic control, air traffic management, ramp control, maintenance, administrative, and weather observer personnel for a variety of customers throughout the United States and abroad.

Corporate Experience & Management Capability

DSI Experience

- ✓ Corporate ATC Experience – 75+ years
- ✓ Company ATC Staffing
  - 62 FAA ATC Qualified Experts
  - Average Experience per person is 28.5 years.
- ✓ ATC Tower Sites – Six nationwide
  - 40 FAA Control Tower Operator Certified Controllers
- ✓ Weather Augmentation Sites – Five
  - 36 National Weather Service (NWS) Certified Specialists
- ✓ Ramp Control Experience – Four Locations
  - Detroit Metropolitan Wayne County Airport (DTW)
  - Port of Seattle/ Seattle-Tacoma International Airport (SEA
  - Amazon Air Cincinnati/Northern Kentucky International Airport Hub (CVG)
  - Raleigh-Durham International Airport (RDU)

d. Detail the firm's background in adhering to airport regulations regarding a VRCR.

DSI is committed to maintaining full compliance with all applicable airport regulations in the operation of Virtual Ramp Control (VRC) services. Since 2008, DSI has built a proven record of excellence, maintained a perfect safety record while adhering to airport regulations, policy standards, and procedural requirements at four different large and medium hub airports with respect to ramp control operations. Our approach is grounded in strict adherence to FAA standards, airport-specific rules, and aligned with the various emerging virtual technologies available throughout the industry. We work closely with airport authorities to ensure full alignment with operational directives, safety protocols, and ramp procedures—integrating these elements into our training program and daily operations. All DSI personnel are properly credentialed and receive rigorous training tailored to each airport's unique operating environment, with continuous evaluation to ensure regulatory compliance. DSI's VRC systems' experience continues to grow as new technologies become available; however, DSI ensures these technologies meet or exceed safety, technical and security expectations, including the use of high-resolution surveillance, secure communications, and data retention capabilities. DSI actively participates in airport safety councils, audits, and coordination meetings to maintain transparency and seamless operational integration. We also maintain a robust quality assurance program that monitors performance, enforces procedural compliance, and drives continuous improvement. In the event of operational incidents, DSI follows established reporting protocols and cooperates fully with airport and FAA investigations, ensuring timely and effective corrective actions that reinforce our long-standing culture of safety and compliance.

3. Experience and Past Performance.

a. Submit a statement identifying how the firm has met the scope of services described in Exhibit A on past projects.

DSI is uniquely positioned to manage BUR's VRCR, leveraging our extensive experience with traditional out-the-window (OTW) towers and the need to implement Virtual Ramp Configurations (VRC) to deliver superior ramp control operations. Unlike OTW towers, VRC's utilizes advanced technologies such as high-definition cameras, augmented reality overlays, and integrated systems like SAAB, Searidge and SITA RMS, providing enhanced situational awareness, eliminating OTW blind spots and increasing operational efficiency. DSI's proven record in implementing and managing virtual control environments enables us to harness these technologies to deliver precise aircraft handoffs, real-time data integration, and seamless coordination with FAA ATCT and ground crews, even in adverse environmental conditions like fog or darkness where OTW towers face limitations. Our expertise in virtual configurations ensures resilience through redundant systems and remote operation capabilities and associated procedural development, surpassing the vulnerability of OTW towers or ATC-Zero scenarios. Additionally, DSI's experience allows us to develop comprehensive SOPs, MOUs, and LOAs tailored to the effective ramp operations, ensuring clear delineation of responsibilities and robust contingency plans.

Designs and implementations of virtual technologies, combined with our training program honed through virtual technology deployments, effectively prepare controller execution, enhances performance, and ensures seamless technology integration and procedure implementation; safely and efficiently! Furthermore, DSI's proficiency in data recording and analysis within virtual systems supports operational transparency and continuous improvement, meeting the Authority's reporting requirements. By leveraging our deep experience with virtual configurations, DSI delivers a scalable, cost-effective, and technologically advanced solution, ensuring safety, efficiency, and adaptability to BUR's new terminal expansion and virtual ramp control operations.

b. **Include a comprehensive overview of the company's experience in managing, staffing, and operating a VRCR.**

DSI has extensive expertise in managing, staffing, and operating ramp control facilities, FAA ATC facilities and virtual ramp facilities, positioning us as THE trusted partner for BUR's VRCR operations. Below is a comprehensive overview of DSI's experience, highlighting our proven capabilities in virtual configurations, operational management, staffing strategies, and technological integration.

DSI's ramp control services deliver a streamlined suite of essential functions, including aircraft sequencing in non-movement areas, taxi, and communications coordination, monitoring designated radio frequencies, and tracking taxiing aircraft through virtual and/or digital tracking technologies. Our highly trained ramp controllers provide clear, precise instructions to direct air crews to assigned gates or parking areas, manage aircraft repositioning as needed, and supervise engine start and pushback operations, when required. We also issue taxi route instructions and facilitate real-time communication between FAA, relevant authorities, and pilots. All services adhere strictly to FAA Order 7110.65, OSHA standards, and local policies and procedures proactively collaborated and codified by DSI's manager and transition team.

DSI is an aviation engineering firm specializing in evaluating critical airport data, identifying airport operations trend data, defining root and ancillary causes to problems, and finding workable solutions to complex airport operations. We then propose working solutions to our partner for review/approval or further discussion with those agencies that have a stake in the performance outcome. DSI is confident our proposed staffing plan fulfills BUR's needs, ensuring staffing coverage is 17 hours per day (0600-2300) 365 days a year.

The DSI VRCR staff manages the facility based on SOW requirements and supports BUR operational complexity, common-use assets, airline push times, traffic density, and airport ground movement complexity. DSI

makes staffing adjustments when contract requirements are modified or increased safety demands require them.

Our most senior VRCR supervisor will be designated as the assistant VRCR manager to act in the absence of our VRCR manager. We recognize all tasks listed in the sample agreement as daily functions for all operating positions; however, the brief descriptions of responsibilities below provide insight into how duties will be assigned.

Staffing Plan			
VRCR Title	**Number of Staff**	**Responsibilities**	**Relationship**
Manager	1	See description below	Employee
Supervisor	2	See description below	Employee
Controller	4	See description below	Employee

VRCR Manager

The VRCR Manager, Mr. Edwin Sanabia, will spearhead the continual development of written operational policies and procedures as they relate to all facets of the VRCR operations through DSI's DRP2, ORAT process and/or other meetings as directed by BUR airport authority. Developed over years of direct experience, Mr. Sanabia's ambassador skills will help in organizing meetings, negotiating development, and obtain final approval of operating policies/procedures through professional collaboration with BUR's Airport Authority, FAA, local air carriers, and associated stakeholders. Mr. Sanabia's responsibilities include policies and procedures development, including but not limited to common-use gate scheduling, aircraft transition spots, prioritization of aircraft movements, communication protocols, management of the use of gate and off-apron RON parking locations, gate utilization tracking, and other responsibilities as required of RMC personnel.

Furthermore, effective use and employment of a Resource Management System (RMS) is key to the success of an airport growing in size and complexity. As designers of an efficient RMS, DSI and Mr. Sanabia are keenly aware of the need to continuously update the programming logic or hard and soft rules to align with the evolving operations, airport complexity, and managed common-use assets (i.e., use of gates, hold rooms, bag claim devices, bag makeup carousels, ticket counters and curbside check-in positions, and more).

In addition, Mr. Sanabia's responsibilities are to ensure the successful completion of all SOW requirements and the needs of BUR's Airport Authority, and their stakeholders are met and/or exceeded.

VRCR Supervisor

DSI designates for each shift a VRCR Supervisor, who is responsible for the overall VRCR operations as outlined in the scope of work (SOW). The other staff members on shift will serve as VRCR controller(s). Every team member will be fully qualified to serve in the supervisor role, but only one person per shift will function as the Supervisor.

The Supervisor for each shift will also be responsible for the scheduling of common-use resources using BUR's assigned SITA RMS. As the resource coordinator, the RMC coordinates, de-conflicts, and allocates common-use assets (i.e., gates, hold rooms, check-in counters, self-service check-in kiosks, outbound and inbound baggage belts, bag make-up devices, and bag carousels) with airlines and their representatives. In the performance of normal VRCR duties, the supervisor performs the following daily and reoccurring tasks:

The Supervisor is responsible for VRCR coordinating and directing the control of aircraft operating on non-movement ramp areas and air and surface vehicular traffic operating on designated areas of the airfield for which ramp control has jurisdiction. The Supervisor briefs all ramp controllers on weather conditions, equipment status, field conditions, and special operations prior to assuming the watch. The Supervisor assigns personnel to operating positions according to individual qualifications and training requirements, resolves any

airfield conflicts with outside agencies, and maintains overall responsibility for the RMC operations while on duty.

VRCR Controller

Ramp controllers are responsible for the general movement of aircraft in the non-movement areas for which they have jurisdiction. DSI provides ramp tower services to all aircraft and vehicular traffic on the airport non-movement areas and within the assigned airspace. DSI provides services as specified in SOW and assigned operating procedures, unless it is stated otherwise in an Operations Letter, LOAs, or local directives and this contract. VRCR controllers maintain constant surveillance of assigned areas of responsibility and/or non-movement areas. Standard phraseology and rigid adherence to prescribed standards are the norm. If a pilot is disoriented or lost, our controllers provide guidance to safely orient the aircraft. If an aircraft experiences an emergency, DSI controllers immediately assess the situation, provide the appropriate guidance to the pilot, and alert emergency response personnel. In the performance of normal duties, the VRCR controller performs assigned SOW tasks and tasks assigned by the Supervisor on duty.

III. Staffing by shift

RDU and the BUR RPT are similar in size, scope, and anticipated operations. DSI uses the staffing approach described above and below at RDU and is confident it will serve BUR just as well. We understand there is a slight increase in work associated with the task of operating the assigned RMS, but our professional opinion from the number of operations and observations during a peak period on the site visit, DSI can successfully and safely handle the additional workload with the recommended staffing. For this reason, it is with our experience that we recommend the following plan for staffing the BUR's VRCR.

As a Zero VRCR risk mitigation strategy, DSI will staff the RMC/RCT with qualified staff to safely manage the SOW requirements and scheduled operations (17 hours a day/365 days per year). DSI's schedule right sizes the quality and quantity of staff to the scheduled operations ensuring safety and establishes procedures eliminating the risk of "RMC Zero" situation. Identical staffing and recall procedures are used at each of our ramp control facilities and DSI has never experienced ramp or VRCR Zero situation in 17+ years of performing ramp control services. A full-time VRCR manager will also be on duty weekdays. The sample duty schedule below shows planned coverage. Shift coverage can be adjusted as necessary to adjust for evolving operational complexity after coordinating with BUR Airport Authority.

June 2026 Sample Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24	26	27	28	29	30
Employees	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue
Controller	OFF	OFF	1500-2300	1500-2300	1400-2200	1400-2200	1400-2200	OFF	OFF	1500-2300	1500-2300	1400-2200	1400-2200	1400-2200	OFF	OFF	1500-2300	1500-2300	1400-2200	1400-2200	1400-2200	OFF	OFF	1500-2300	1500-2300	1400-2200	1400-2200	1400-2200	OFF	OFF
Controller	0600-1400	OFF	OFF	1000-1800	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	1000-1800	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	1000-1800	0600-1400	0600-1400	0600-1400	0600-1400	OFF	OFF	1000-1800	0600-1400	0600-1400	0600-1400	0600-1400	OFF
Controller	1500-2300	1500-2300	OFF	OFF	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	OFF	OFF	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	OFF	OFF	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300	OFF	OFF	1500-2300	1500-2300	1500-2300	1500-2300	1500-2300
Controller	0700-1500	0600-1400	0600-1400	0600-1400	OFF	OFF	0700-1500	0700-1500	0600-1400	0600-1400	0600-1400	OFF	OFF	0700-1500	0700-1500	0600-1400	0600-1400	0600-1400	OFF	OFF	0700-1500	0700-1500	0600-1400	0600-1400	0600-1400	OFF	OFF	0700-1500	0700-1500	0600-1400
Supervisors																														
Supervisor	OFF	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF	0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	OFF	OFF	0700-1500
Supervisor	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1000-1800	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1000-1800	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1000-1800	1400-2200	1400-2200	1400-2200	1400-2200	OFF	OFF	1000-1800	1400-2200	1400-2200
Manager	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	OFF	OFF	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	OFF	OFF	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	OFF	OFF	0800-1600	0800-1600	0800-1600	0800-1600	0800-1600	OFF	OFF	0800-1600	0800-1600

c. Highlight specific instances where the firm has managed similar responsibilities such as frequency licensing, Standard Operating Procedures, Memorandums of Understanding, and Letters of Agreement between the firm, airport/airline, and Federal Aviation Administration Air Traffic Control Tower as related to the operation of a VRCR.

Frequency Licensing: DSI has successfully managed FCC licensing processes for ramp control frequencies, preparing and submitting applications to secure primary and backup frequencies in the name of airport authorities on multiple occasions. Our team's expertise ensured timely approvals and transparent communication with stakeholders, as demonstrated by our work at Detroit Metropolitan Wayne County Airport (DTW) where we secured licenses within 90 days on two separate occasions. We have built ramp operations from the ground-up; most importantly, we continue to evolve complex ramp operations through procedural development and employment of state-of-the-art technologies significantly improving the safety and efficiency of ramp operations at DTW. At DTW, DSI designed and implemented the ramp-control and gate-management services for DTW's North Terminal in 2008. Wayne County Airport Authority relied on DSI to conduct all ramp control, gate planning, and operational tasks for the entire north terminal, including:

- Acquiring and licensing Frequencies
- Establishing operating procedures.
- Coordinating authority and approval with FAA and airline officials.
- Procuring and managing the installation of all ramp tower and gate-management equipment.
- Hiring and training qualified personnel.
- Educating airport staff and airline customers on ramp control and gating procedures.
- Instituting a Gate-Planning and Review Committee.

DSI was instrumental in establishing technology source selection, Concept of Operations (CONOPS), ramp tower processes, workflows, and final implementation of ramp tower technologies. After 17 years of superior performance, DSI continues to collaborate with DTW's operational staff, evaluating emerging technologies, and weighing cost-versus-benefit to facilitate airport growth, safety, and efficiency.

In 2017, DSI assumed ramp control services at Sea–Tac. We conducted a flawless transition at one second past midnight with no breaks in service, delays to the public, nor incurring any additional costs. Due to our management processes, practices, and proactive engagement with the Airport Authority, FAA, and air carriers, we captured all critical functions, including communications, hand-off points, priorities, and responsibilities. We have documented and formalized procedures into memoranda of agreement (MOAs), improving authority, efficiency, and safety of operations. As the critical and central ramp tower collaborator, DSI facilitated the incorporation of state-of-the-art technologies between the ramp tower, FAA Tower, Airport Authority, and stakeholders. DSI's efforts resulted in an optimized "Common Operating Picture" significantly improving operations, safety and efficiency at the eighth busiest large-hub airport within the NAS.

DSI's proven expertise in ramp control and resource management, demonstrated through our successful ramp management at RDU, positions us as THE premier candidate for the BUR's VRCR contract. At RDU, DSI has effectively managed the Resource Management Center (RMC)/Ramp Control Tower, overseeing operations for Terminals 1 and 2, which span over 1 million square feet, forty-five aircraft gates, and extensive common-use baggage handling systems.

Our responsibilities at RDU include developing and maintaining operational procedures in collaboration with the RDU Airport Authority, FAA, and air carriers, ensuring safe and efficient aircraft movements in non-movement areas, and optimizing resource allocation using the SITA Resource Management System (RMS). DSI provides 24/7 staffing with fully qualified personnel, real-time coordination with air carriers and the Air Traffic Control Tower, and accurate management of flight information displays. We also deliver comprehensive operational reports, support emergency response coordination, manage de-icing operations, and facilitate

infrastructure maintenance, all while adhering to stringent safety and compliance standards, including FAA Class III physical requirements.
Since taking on the RDU contract, DSI has enhanced operational efficiency, supported record-breaking passenger traffic of over 15.5 million in 2024, and aligned with RDU's Vision 2040 master plan. This experience directly translates to BUR, where DSI is prepared to deliver tailored, reliable, and efficient virtual ramp control services to support the airport's operational needs and growth objectives.

d. Provide a list of three references that demonstrate verifiable experience in providing these services:
DSI is confident that the combination of its long history of excellent performance, high degree of customer satisfaction, solid financial strength, and low-cost service makes DSI the best contractor to provide BUR's VRCR Services.
In addition to our experience in ramp control, gate coordination and management of terminal resources, we have specialized experience in air traffic control (ATC) operations, Air Traffic Equipment maintenance and ATC training for the FAA and all branches of the US Military. This level of expertise ensures DSI remains abreast of all the current and applicable airport operations and procedures used to support all aircraft movements within the National Airspace System.
Our strong management team consists of aviation professionals with decades of aviation experience further strengthening our capabilities to ensure that the services rendered to Hollywood Burbank Airport Authority are the best. The following pages highlight our contract references.

References
Raleigh-Durham Airport Authority (RDU), RDU Airport, NC
Contact Name: Rob Peterson, Director of Ops, (919) 840.7526 rob.pertson@rdu.com Raleigh-Durham Airport Authority | 1000 Trade Drive | RDU Airport, NC 27623 **Dates:** Oct 2024–Present
Description: DSI's responsibilities encompass developing and maintaining operational procedures in coordination with the RDU Airport Authority, FAA, and air carriers, ensuring safe and efficient aircraft movements in non-movement areas, and managing gate assignments, ticketing counters, baggage systems, and Remain Over Night (RON) parking using the SITA Resource Management System (RMS)
Detroit Metropolitan Wayne County Airport (DTW), Detroit, MI
Contact Name: Bill Kilduff, (734) 247-1066, bkilduff@airportsynergygroup.com Airport Synergy Group | 601 Rogell – Suite 2167 | Detroit, MI 48242 **Dates:** Aug 2008–Present
Description: Since 2008, DSI built DTW's North Terminal ramp operations from the ground up, evolving operations through incorporating virtual technologies and resulting in improved safety, efficiency, and streamlined ops. DSI continues exceptional ramp services while adding value to DTW and stakeholders.
Ramp Control Tower Operational Services – Amazon Air (CVG), Cincinnati/North Kentucky
Contact Name: Paul Martinez, Senior Manager, (972) 948-7024, fpm@amazon.com Amazon Air's Cincinnati/Northern Kentucky International Airport Hub (KCVG) **Dates:** Aug 2022-Present
Description: Since the award in August of 2022, DSI has successfully transitioned Amazon Air's ramp operations from a follow-me truck with hand signals operations into a safe, seamless, efficient and two-way radio-controlled operation. DSI's efforts have documented and formalized procedures into MOAs improving authority, efficiency, and safety of operations.
National Guard Bureau (NGB), Joint Base Andrews, MD
Contact Name: Daniel P. Hobbs, COR, (240) 612-9263, daniel.hobbs@us.af.mil **Dates:** 1996–Present NGB/A3CA C2/ATC Systems | 3500 Fetchet Avenue | Joint Base Andrews, 20762-5157
Description: For over 30 years, DSI has provided ATC, weather services, and ATCALS maintenance at seven locations around the country. DSI aviation services provide ramp services to air carriers, general aviation, and international and military operations, maintaining flight safety.

4. Project Organization and Key Personnel

Organization Chart Overview

The organization chart above illustrates DSI's service team structure for BUR's VRCR, designed to ensure efficient coordination, operational excellence, and seamless collaboration with the Authority. The chart includes all individuals assigned to the provision of services, their titles, roles, and hierarchical relationships, with the Corporate Staff, support, and key personnel (red shaded area) clearly identified. The structure is tailored to BUR airport and enhanced with a Transition Managers and illustrates DSI's depth of ramp ATC expertise.

Written Assurance

DSI assures the Authority that the listed key individuals will perform their assigned responsibilities as described.

DSI will not substitute or reassign these personnel to other service contracts without the Authority's prior written approval.

Please view the résumés for the following personnel in "Appendix A."

Douglas Wilson, DSI President:
Mr. Wilson has accrued almost 44 years of experience in the aviation world. For over 25 years, he worked as an air traffic controller with the FAA. He has spent the last 19 years in the corporate arena in the field of aviation. In 2018, Mr. Wilson became president of DSI and now oversees all its operations.

Gregg Mowrer, DSI Vice President/Contract Manager:
For 30 years, Mr. Mowrer functioned as an ATC manager, supervisor, trainer, and FAA-certified controller with the U.S. Air Force. After retiring from the military in 2012, he served as general manager for DSI, leading 175 division personnel and managing $11 million worth of aviation contracts, including ATC operations and training, airport ramp operations, and navigation equipment maintenance. He is currently DSI's Vice President/Contract Manager and is responsible for planning, organizing, executing, and reporting aspects of business development strategies to achieve DSI business goals.

Kyle Mitchell Transition Manager
Mr. Mitchell has 13 years of aviation/ramp experience with the past eight years managing and evolving RDU's ramp operations across two common use terminals and orchestrating 45 gates, 70 ticketing positions, 8 baggage claim belts, 7 baggage makeup belts, and over 250 information displays throughout the airport. Mr. Mitchell leverages SITA's RMS platform to monitor and maintain all critical operational displays, including flight information, baggage handling, ramp operations, ticketing, wayfinding, and curbside signage. This centralized system ensures seamless coordination and efficient resource allocation, enhancing operational efficiency and passenger experience across RDU's terminals. He has also designed, developed and executed RDU's Virtual ramp tower configuration and collaborated, authored and codified all the associated policies and procedures with RDU's Airport Authority, airlines and associated stakeholders.

Mark Dauter, Transition Manager
Mr. Dauter has served as a ramp tower site manager at DSI since 2008. In the same year he was hired, he managed the establishment of a new ramp control facility at DTW. Prior to working for DSI, he served in various roles for Northwest/Delta Airlines, including operations service manager and gate coordinator. He possesses a significant history of contributions toward enhancing performance and meeting customer expectations in the demanding, deadline-driven transportation industry.

Edwin Sanabia, VRCR Manager
As a lifelong aviation professional since 1976, Mr. Sanabia has evolved with the RDU's growth and operational complexity since 2015, We are proposing him as BUR's VRCR Manager based on his depth and breadth of experience at a medium-sized airport. He has been an integral piece of the operational transition from a traditional OTW traditional ramp operation to a remote virtual configuration. Mr. Sanabia was intimately involved in all the procedures and policies development as the virtual control room transitioned from concept to reality. He is an ATC professional with almost 50 years' experience in aviation ATC and Ramp Control. His other qualifications include FAA–Certified Tower Operator (CTO) ratings at seven ATCTs and 25 years of supervisory experience at all ATC levels.

DSI's organizational chart for BUR's VRCR services reflects a structured, experienced team, optimized for BUR's needs with a dedicated Corporate Account Manager (Gregg Mowrer) and key personnel (Transition Managers, RCT Manager,). Each individual's role is clearly defined, ensuring efficient planning, training, and operations, as proven at CVG, SEA, and DTW. Our written assurance guarantees key personnel stability, and our commitment to providing detailed resumes underscores our transparency and readiness. DSI's tailored team structure, backed by aviation expertise, positions us to deliver a seamless VRCR implementation for BUR's RPT opening in October 2026

5. Proposed Approach.

DSI is well-positioned to deliver professional staffing and operational services for the Virtual Ramp Control Room (VRCR) at Hollywood Burbank Airport (BUR), utilizing the Searidge Technologies VRCR system. Drawing on 35+ years of ramp control and air traffic management experience, DSI offers a BUR-tailored approach to ensure safe, efficient, and professional VRCR operations for the new Replacement Passenger Terminal (RPT) opening in October 2026. Our comprehensive strategy addresses BUR's unique operational context as a medium-sized airport with approximately 5.9 million annual passengers, constrained ramp space, and proximity to Los Angeles International Airport (LAX). BUR operations and complexity are similar to the Raleigh-Durham International Airport (RDU) where DSI is now the preferred Ramp Control Service provider, adding value in safety, performance and services to RDU Airport Authority

DSI will provide a highly qualified team to operate all VRCR components, ensuring seamless integration with BUR's environment. We propose deploying a two controllers per shift to cover the 17-hour operational window (0600L–2300L), accounting for BUR's traffic patterns, breaks, and contingencies. A dedicated VRCR Manager, with extensive ramp control experience and preferably local BUR knowledge, will oversee daily operations, supported by DSI's Contract Manager, Gregg Mowrer, as the Authority's primary corporate point of contact. All ramp controllers will have prior ramp control, FAA-certified air traffic control (ATC), and/or aviation experience ensuring proficiency with Searidge systems and BUR-specific procedures. Staff will maintain Airport-issued security badges, adhere to a professional dress code (e.g., DSI-logoed uniforms), and uphold courteous conduct, aligning with DSI's personnel policies.

Operation of VRCR components will leverage DSI's expertise with virtual technologies. Our team will complete Searidge-provided Level 1 training to manage routine operations and report outages promptly for Level 2+ service, drawing on our successful implementation of Harris OpsVue and PASSUR at Detroit (DTW) and Seattle (SEA). We will operate supplemental radio systems, phone systems, and computer workstations, ensuring compatibility with BUR's infrastructure, such as VHF radios and integrated communication systems. DSI will develop BUR-tailored Standard Operating Procedures (SOPs) and Contingency Operations Plans (COPs) using our Development and Review of Policies and Procedures (DRP²) process, covering normal operations, system outages, and ATC-Zero scenarios to meet FAA and Airport Authority standards.

Gate assignment coordination will ensure equitable and efficient utilization in accordance with the Airport Authority's Joint Common Use Facility Policy. Using our RMS, proven at RDU, DSI will track gate usage, generate billing reports, and coordinate seasonal and daily assignments with airlines, adjusting for irregular operations with Authority oversight. The VRCR Manager will attend monthly Airline Manager's Meetings to align with stakeholders, ORAT meetings, mirroring our effective gate utilization reporting and stakeholder outreach protocols at RDU. Integration with BUR's systems (e.g., SITA RMS, if applicable) will provide real-time gate status updates, enhancing operational efficiency.

DSI will staff the VRCR seven days a week, 17 hours per day, with seamless off-hours handoff to the FAA. Two shifts will accommodate BUR's morning and evening traffic peaks, with a two certified controllers per shift (one line controller and supervisor) with manger oversight during peak periods for safety and flexibility. We will draft a Letter of Agreement (LOA) with the Airport Authority and FAA Air Traffic Control Tower (ATCT), defining handoff points for aircraft, off-hours gate procedures, and roles to ensure coordination, leveraging our MOA development experience at RDU, SEA and DTW. This LOAs/SOPS will address BUR's unique non-movement areas, adjacent operation areas and stakeholder preferences based on BUR Airport Authority coordination and approval.

Adequate staffing and supervision will prioritize reliability and safety. We estimate 5-6 total controllers and 2 supervisors, with part-time staff for contingencies, finalized during Authority planning meetings. Recruitment will target local candidates with ramp control or ATC experience, using our database of 200+ aviation professionals, with screening for background checks, drug tests, and FAA physicals. Training will include Searidge system operation, BUR ramp layout familiarization (gates, taxi-lanes, signage), and SOP/COP execution, following our RDU model with monthly proficiency testing. DSI's VRCR Manager will represent DSI at coordination meetings, always ensuring responsive communication with the Airport Authority.

Professional conduct and security compliance are central to our approach. DSI staff will wear professional clothing and maintain Airport-issued security badges as a condition of employment, adhering to TSA and Airport Authority requirements. Our policies emphasize positive interactions, with supervisors trained to provide public praise and private feedback. DSI's competitive benefits (e.g., 401(k), medical, annual raises) and recognition programs will minimize turnover in Southern California's competitive labor market, ensuring a stable workforce.

DSI's approach is differentiated by our proven expertise and tailored strategy. Our virtual technology implementations at DTW and SEA prepared us to ensure Searidge system success, enhancing BUR's safety and efficiency. Seamless transitions at SEA and ground-up startups at DTW demonstrate our readiness for BUR's RPT opening. The DRP² process ensures stakeholder alignment, while our local adaptation addresses BUR's constrained ramp and mixed traffic (commercial/general aviation). DSI will lead FCC licensing efforts, as we have done at DTW, prioritizing frequency allocation and licensing to ensure testing for blind spots/interference well-before controller training begins in June 202.

DSI is committed to partnering with the Burbank-Glendale-Pasadena Airport Authority to deliver exceptional VRCR services by October 2026.

Recruit, Hire, and Train Staff to Operate the VRCR

DSI's proven recruitment and training processes, refined over decades of aviation contracts, ensure a highly qualified VRCR workforce at BUR. DSI will target local candidates with ramp control or air traffic control (ATC) experience, leveraging our database of over 200 aviation professionals, including former FAA and military controllers. Our screening process, used successfully at RDU, SEA. DTW and Amazon includes national background checks, drug screenings, and FAA Class III physicals, ensuring candidates possess multitasking and communication skills critical for VRCR operations. Training will follow our RDU model, which includes local area familiarization, on-the-job training, task certification, and monthly proficiency testing. At DTW, we developed training guides using Instructional System Development (ISD) procedures, achieving full staff certification within weeks. For BUR, staff will be trained on Searidge Technologies systems, SITA Resource Management System (RMS), and BUR-specific ramp layout (gates, taxi-lanes, signage), ensuring readiness by June 2026, four months prior to opening.

Provide Continuous Staffing for VRCR Operations

DSI guarantees uninterrupted VRCR staffing to meet BUR's 17-hour daily operational requirement (0600L–2300L). At SEA, we executed a flawless overnight transition, maintaining continuous service across a 90-gate operation with no delays. For BUR, we propose 6-8 total controllers (2 per shift) and 1–2 supervisors, adjusted based on BUR's traffic (approximately 5.9 million passengers annually). Our low turnover rate, achieved through competitive benefits like 401(k), medical, and annual pay raises, minimizes staffing gaps on all DSI aviation contracts. To address potential vacancies, we maintain a ready pool of candidates and employ part-time staff or overtime, as done at RDU, ensuring no compromise in minimum staffing levels.

Lead Licensing of Two New Ramp Control Frequencies

DSI will serve as the project lead for securing two new ramp control frequencies (primary and backup) through the Federal Communications Commission (FCC). Our experience coordinating communication systems DTW and RDU, including VHF radio integration, equips us to manage this process efficiently. We will prepare and submit FCC license applications in the Authority's name, commencing 10 months prior to opening (December 2025), as proposed for BUR. At SEA, we formalized communication hand-off procedures in MOAs, ensuring reliable frequency use. For BUR, we will coordinate with FAA ATCT to allocate frequencies compatible with the local airspace, providing monthly status updates to the Authority and FAA. If needed, we will engage a third-party vendor to expedite licensing, ensuring completion by June 2026.

Lead Development, Drafting, and Implementation of SOPs, MOUs, and LOAs

DSI will spearhead the creation of Standard Operating Procedures (SOPs), Memorandums of Understanding (MOUs), and Letters of Agreement (LOAs) to govern VRCR operations at BUR. Our Development and Review of Policies and Procedures (DRP²) process, successfully implemented at DTW, RDU, SEA and Amazon, ensured stakeholder-aligned procedures. At a minimum, we will develop documents addressing:

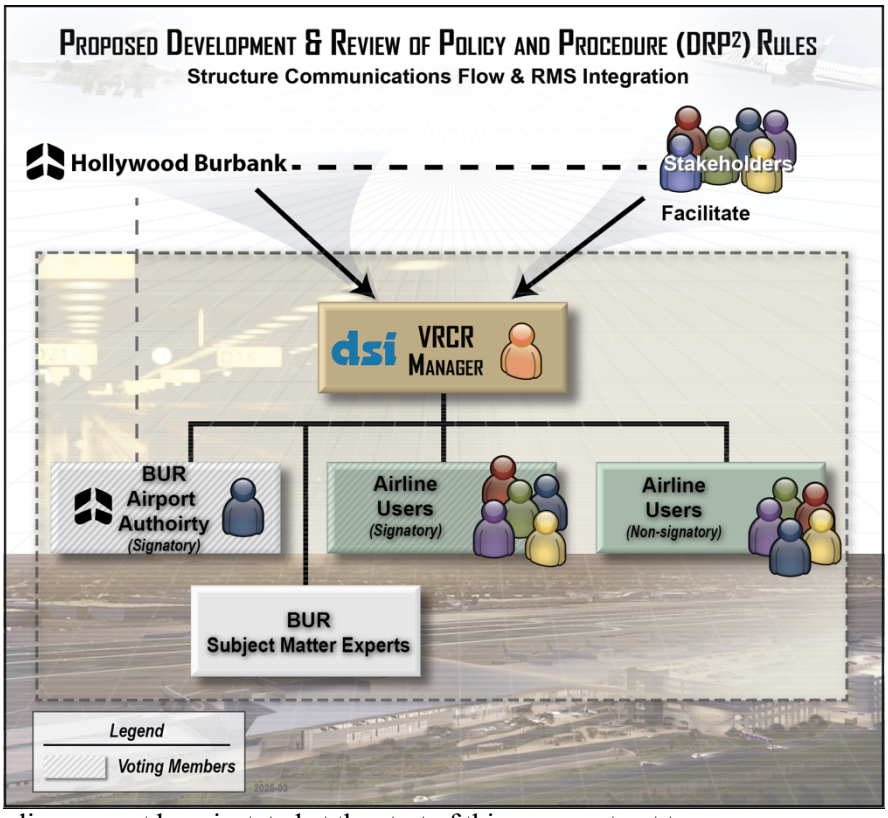
- Areas of responsibility between DSI and FAA ATCT, clarifying VRCR and ATC roles.
- Handoff points for arriving/departing aircraft, tailored to BUR's taxi-lanes and proximity to LAX.
- RPT ramp familiarization, detailing gates, taxi-lane throats, spot markings, and signage.
- Off-hours gate operations, ensuring smooth transfer to FAA ATCT per LOA.
- Contingency Operations Plans (COPs) for system outages and ATC-Zero scenarios, drawing on our SMGCS expertise at RDU, SEA and DTW.

At DTW, we established operating procedures and MOAs with FAA and airlines in four weeks, a model we will replicate at BUR. Development will begin in October 2025, with drafts finalized by June 2026, incorporating Authority and FAA feedback.

As in integral piece of DSI's transition, with BUR Airport Authority cooperation and approval, DSI would implement our Development and Review of Policies and procedures (DRP^2) process (Figure above).
DRP^2 is the catalyst to applying Safety Management Systems (SMS) and Safety Risk Management Document (SRMD) principles throughout the organization and can be integrated and/or run in parallel with ORAT meetings. DSI ramp managers and supervisors are trained to be experts in SMS and SRMD processes and the reason their proactive role in the DRP^2 process adds such great value. We actively participate in SRMD safety process and practices related to movement and nonmovement area projects. DSI also recommends best management practices, reports and identifies hazards as active participants in the SMS process. Features and benefits (Table below) of DRP^2 are key to a smooth and efficient contract execution and enhances the partnership between the Airport Authority, stakeholders, and DSI. Our ability to understand the airline users' wants and needs, in addition to understanding issues they may be reluctant to address, is what makes our DRP^2 so successful. At DSI, we have mastered the DRP^2 into a forum that often provides solutions to the airlines before terminal problems develop. This methodology and approach often reduces parking at remote sites, or in the worst-case scenario, helps the airlines to understand why remote parking was necessary. Our goal is to maximize BUR's resources to keep aircraft at the BUR's gates and assigning spots per flight and airlines. DSI's management of the DRP^2 will provide the most significant, positive impact on BUR's Virtual ramp setup and overall operation. DRP^2 is a board composed of airline representatives and airport stakeholders (Figure below). With BUR Airport Authority approval, it will be led by DSI's VRCR Manager and is designed to provide administration, coordination, discussion, and an approval process for continual development of airport policies and procedures. DSI's VRCR Manager will coordinate a meeting place, recommend a convenient

PROPOSED DEVELOPMENT & REVIEW OF POLICIES AND PROCEDURES	
Features	**Benefits**
✈ Establishes a governing board and the framework for those agencies responsible for the development and execution of policy procedures	✈ Ensures signatory Airport Authority, air carrier, and FAA remain a critical part of overall operations relating to policy procedures and management
✈ Provides a forum to review and revise existing procedures—specifically as they relate to mergers, aviation growth, and airport dynamics	✈ Allows users to identify with the affected changes ✈ Heads off conflicts early
✈ Drives collaboration among airlines ✈ Creates a stage to identify hard and soft rules	✈ Results in airline consensus ✈ Ensures policy and resolution are made at the key levels to prevent day-to-day misunderstanding of priority system ✈ Prevents airlines from pushing for policies that benefit a single airline only; ensures fairness among all users ✈ Results in least amount of negative effect on carrier operations
✈ Allows forum to work closely with those airlines that have the highest user impact	✈ Allows largest carriers have a strong voice for end user engagement; helps to resolve conflict among airlines
✈ Provides forum for open collaboration	✈ Helps BUR and stakeholders keep bigger picture of total airport operations on routine basis
✈ Ensures the availability of critical assets	✈ Reduces remote parking or displacement baggage systems
✈ Allows for managed airline and airport growth	✈ Identifies anticipated changes early enough to resolve issues
✈ Provides dialogue on airport construction, seasonal construction, and parking utilization	✈ Emphasizes focus on trends and see problems before they occur, prevents overflow and increased remote parking

time, and solicit all stakeholders (BUR Airport Authority, local air carriers, FAA, etc.) to attend the monthly DRP^2 meeting. The VRCR Manager will acquire user schedules, evaluate gate usage, review user gate preference, identify gate conflicts, and propose a solution to the DRP^2 board members based upon priority and efficiency. The board members will review the recommendations, vote on a solution, or offer an alternative plan of action. The VRCR Manager will provide briefings on planned construction closures that impact terminal usage and suggest an alternate plan for gate usage and terminal resources. The DRP^2 also offers a meeting place for users to openly discuss any problems, issues, or requests. DSI's execution of SOW requirements provides a low-risk approach that avoids disruption to airport operations. We recognize that we are transitioning to a new contract. For these reasons, our processes for complete contract compliance must be reinstated at the start of this new contract to ensure comprehensive understanding by all parties and are completed on a timeline collaborated with and agreed to by BUR's Airport Authority upon contract award.



Provide Monthly Invoices and Operational Reports

DSI will deliver monthly invoices detailing contractual expenses and maintain operational activity reports as directed by the Authority. At DTW, we developed airline data reports for gate utilization and billing using our RMS, meeting stakeholder timelines and generating additional revenue for DTW. For BUR, we will adapt similar methodologies utilizing SITA or other data tools to track gate assignments, on/off times, and operational statistics, ensuring accurate billing and performance insights. Our SEA reporting practices, including safety risk management and hazard identification, demonstrate our ability to provide actionable data. All records will be retained for five years, complying with Airport Authority requirements, and formatted to meet BUR's specifications, as we have successfully done for each of our ramp control locations.

Report Equipment Outages Promptly

DSI will report VRCR equipment outages immediately to Searidge, SITA, or the Authority, ensuring rapid resolution. At SEA, we integrated CCTV and ASDE-X systems, reporting outages per established protocols. For BUR, staff will undergo Searidge Level 1 training to manage routine maintenance, escalating Level 2+ issues to Searidge. We will utilize Authority-provided SITA RMS training to manage related equipment. Our experience with virtual technologies ensures efficient outage management, minimizing operational disruptions.

Manage Staff Through Company Personnel Policies
DSI will manage VRCR staff using our comprehensive personnel policies, proven across multiple contracts. DSI Corporate policies included rigorous hiring, discipline, termination, and drug screening processes, ensuring respectful and professional workforce. For BUR, we will:

- Hire through targeted recruitment, screening for qualifications and fit.
- Discipline using progressive measures, with clear documentation.
- Terminate with a minimum two-week notice for voluntary exits.
- Drug Screen pre-employment and randomly, complying with FAA standards.

Our competitive benefits (vacation, medical, 401(k)) and recognition programs (e.g., spot bonuses) reduced turnover at all of DSI Contract locations, ensuring staff retention at BUR.

VRCR Supervisor Attendance at Airline Manager's Meetings

The VRCR Supervisor will attend monthly Airline Manager's Meetings to discuss seasonal airline schedule updates, develop professional relationships and foster collaboration with BUR stakeholders (please refer to DRP^2 process above). At RDU, DTW and CVG, our RCT Managers are an integral member of the Operations Team and participate in gate utilization and safety meetings, proactive DRP^2 stakeholder engagement enhancing operational efficiency. For BUR, the Supervisor will align gate assignments with airline needs, leveraging our RDU and DTW experience with stakeholder committees (DRP^2 process), ensuring BUR's Joint Common Use Facility Policy is adhered to.

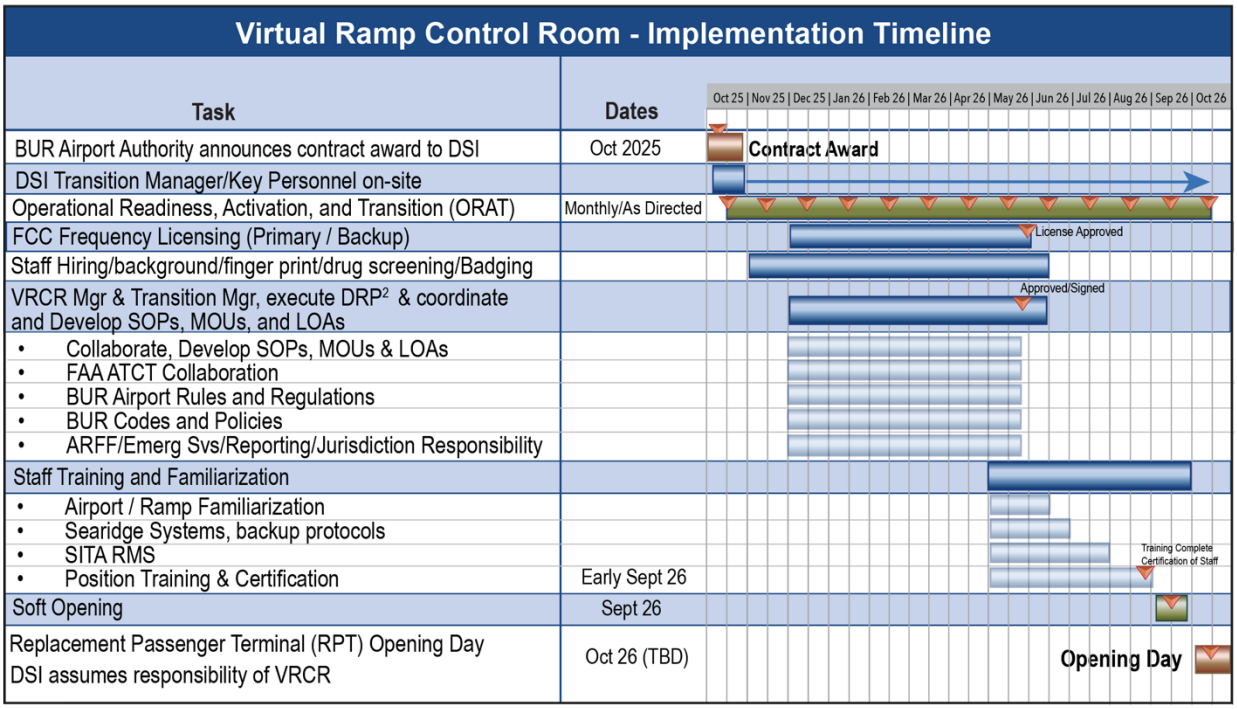
DSI's extensive experience in ramp control, virtual technology integration, and seamless transitions positions us to exceed BUR's VRCR requirements. Our proven recruitment, training, and staffing strategies at RDU, DTW and Amazon ensure a qualified and stable workforce. Our expertise in licensing, procedural development, and reporting guarantees operational readiness by October 2026. We look forward to partnering with the Burbank-Glendale-Pasadena Airport Authority to deliver safe and efficient VRCR services.

Implementation Plan Overview

The implementation plan for BUR's VRCR includes the following milestones, to be completed prior to the RPT opening in October 2026:

1. **12 Months (October 2025):** Commence implementation preparation, including planning/coordination meetings and development of Standard Operating Procedures (SOPs), Memorandums of Understanding (MOUs), and Letters of Agreement (LOAs).
2. **Continuous (October 2025–October 2026):** Participate in Operational Readiness, Activation, and Transition (ORAT) processes as directed by the Authority.
3. **6 Months (December 2025):** Initiate licensing of two new ramp control frequencies with the Federal Communications Commission (FCC).
4. **4 Months (June 2026):** Have all staff on-site for training and familiarization, including final ORAT processes, system tests, and soft openings.
5. **Opening Day (October 2026, TBD):** Commence full VRCR operations.

DSI's team will execute these tasks with defined roles, while the Authority will provide oversight, approvals, and coordination support, particularly for ORAT and procedural approvals.



Allocation of Tasks Within DSI's Team

1. **Planning and Coordination** (12 Months, October 2025–September 2026)

Task Description: Initiate implementation preparation, including planning meetings with the Authority and FAA ATCT, and develop SOPs, MOUs, and LOAs covering responsibilities, handoff points, ramp familiarization, off-hours procedures, and Contingency Operations Plans (COPs).

DSI Team Allocation:

Doug Wilson (President, Executive Leadership):

- **Role:** Oversees high-level coordination and ensures seamless integration with Authority management.
- **Tasks:** Leads kickoff meeting with Authority executives (October 2025), provides strategic oversight for SOP/MOU/LOA development, and ensures DSI meets contractual milestones.
- **Involvement:** Attends key planning meetings, reviews progress reports, and resolves escalated issues.

Gregg Mowrer (Vice President / Contract Manager):

- **Role:** Manages contractual deliverables and compliance.
- **Tasks:** Prepares and submits progress reports to the Authority, ensures SOP/MOU/LOA drafts meet contractual requirements, and tracks milestone deadlines.
- **Involvement:** Part-time support, preparing documentation and coordinating with Authority contract specialists.

Kyle Mitchell & Mark Dauter (RDU & DTW Ramp Managers/Transition Managers)

- **Role:** Assists operational planning, oversees SOP/MOU/LOA drafting
- **Tasks:** Assists with planning meetings setups/coordination, supervises the Development and Review of Policies and Procedures (DRP²) process, and reviewers of SOPs/MOUs/LOAs by June 2026.
- **Involvement:** Leads DRP² process, quarterly BUR Visits, and collaborates with the VRCR Manager on procedural content.

VRCR Manager (TBD,):
- **Role:** Acts as BUR's VRCR operational lead, ensuring procedures reflect ramp-specific needs, and serves as the primary point of contact for BUR Airport Authority.
- **Tasks**: Drafts SOPs/MOUs/LOAs, incorporating BUR's ramp layout (gates, taxi-lanes, signage), handoff points, and COPs. Liaises with airlines and FAA ATCT for operational input.
- Involvement: Full-time on-site lead for procedural development, attend all planning meetings, and provide ramp expertise.

Key Deliverables:
- Kickoff meeting minutes,
- Draft SOPs/MOUs/LOAs (by March 2026),
- Finalized documents (by June 2026).

2. ORAT Participation (Continuous, October 2025–October 2026)

Task Description: Participate in ORAT meetings and processes as directed by the Authority, ensuring operational readiness through collaboration and system integration.

DSI Team Allocation:

Proposed VRCR Manager
- **Role:** Represents DSI in ORAT meetings and ensures DSI's strategic commitment to ORAT success. Also ensures alignment with Authority directives and provides operational expertise during ORAT processes.
- **Tasks:** Attends all ORAT sessions, provides input on VRCR readiness, and coordinates DSI's contributions to system tests and soft openings. Contributes ramp-specific insights (e.g., gate assignments, handoff procedures), participates in system testing, and supports soft openings.
- **Involvement:** Attends monthly ORAT meetings, escalating issues as needed. Full-time participation in ORAT activities, particularly from June 2026 onward Reviews ORAT progress during quarterly updates, attends critical ORAT milestones (e.g., final soft opening review).

Key Deliverables: ORAT meeting reports, system test results, soft opening documentation.

3. FCC Frequency Licensing (10 Months, December 2025–June 2026)

Task Description: Initiate licensing of two new ramp control frequencies (primary/backup) with the FCC or a third-party vendor, submitting applications in the Authority's name and providing updates.

DSI Team Allocation:

Proposed VRCR Manager
- **Role:** Project lead for FCC licensing, coordinating with FCC and FAA. Provides operational input for frequency selection.
- **Tasks:** Prepares and submits FCC applications (December 2025), engages third-party vendor if needed, and provides monthly status updates to the Authority and FAA ATCT. Advises on frequency compatibility with BUR's ramp operations, coordinates with FAA ATCT for airspace integration.
- **Involvement:** Leads licensing process, dedicates 20% of time to coordination and reporting.

Gregg Mowrer (Contract Manager):
- **Role:** Supports licensing documentation and compliance.
- **Tasks:** Ensures FCC applications meet Authority requirements, tracks vendor contracts, and archives licensing records.

- **Involvement:** Part-time, providing technical input during planning.

Key Deliverables: FCC application submission (December 2025), monthly status reports, license approval (June 2026).

4. Staff Training and Familiarization (4 Months, June 2026–September 2026)

Task Description: Deploy all staff on-site for training on Searidge systems, SITA RMS, and RPT ramp layout, and conduct final ORAT processes, system tests, and soft openings.

DSI Team Allocation:

Proposed RCT Manager:

- **Role:** Leads training program and ramp familiarization.
- **Tasks:** Oversees on-the-job training, task certifications, and monthly proficiency testing, ensuring staff master Searidge systems, SITA RMS, and BUR's ramp layout. Facilitates soft openings and system tests.
- **Involvement:** Full-time on-site, managing daily training sessions.

Linda Costello (Corporate HR):

- **Role:** Manages staff onboarding and training logistics.
- **Tasks:** Conducts personnel interviews, generates offer letters, provides benefits briefings, and coordinates training schedules.
- **Involvement:** Full-time during June–July 2026, transitioning to part-time support.

Gregg Mowrer (Contract Manager/Quality Assurance):

- **Role:** Ensures training aligns with quality assurance standards.
- **Tasks:** Reviews training progress, approves certifications, and participates in final ORAT tests.
- **Involvement:** Part-time, attending key training milestones and ORAT tests.

Virtual Ramp Control Room Examiners (TBD, assigned by VRCR Manager in collaboration with BUR Airport Authority):

- **Role:** Administer training certifications and proficiency tests.
- **Tasks:** Conduct written and practical evaluations per DSI's Job Qualification Standards (JQS). Support soft openings with operational feedback.
- **Involvement:** Full-time during training period, reporting to RCT Manager.

Key Deliverables: Trained staff roster (June 2026), training records, certification completion (September 2026), soft opening success report.

5. RPT Opening Day (October 2026, TBD)

Task Description: Commence full VRCR operations at 0600L, executing SOPs/LOAs and submitting initial operational report.

DSI Team Allocation:

Proposed RCT Manager:

- **Role:** Oversees opening day operations.
- **Tasks:** Manages VRCR staff, ensures SOP/LOA execution, and coordinates with FAA ATCT for handoffs. Submits initial operational report to the Authority.
- **Involvement:** Full-time, leading on-site operations.

Gregg Mowrer (Contract Manager):

- **Role:** Monitors opening day performance and Authority communication.
- **Tasks:** Addresses any operational issues, reviews initial report, and attends post-opening debrief with Authority.
- **Involvement:** Part-time, available for escalation and reporting.

Doug Wilson (President):

- **Role:** Provides executive oversight for opening success.
- **Tasks:** Attends opening day ceremony (if applicable), reviews performance feedback, and ensures client satisfaction.
- **Involvement:** Part-time, focused on strategic review.

VRCR Staff (Controllers and Supervisors):

- **Role:** Execute daily VRCR operations.
- **Tasks:** Operate Searidge systems, manage gate assignments, and communicate with airlines/FAA, per training.
- **Involvement:** Full-time, staffing two shifts (0600L–2300L).

Key Deliverables: Operational commencement, initial daily report (October 2026).

Involvement of Authority Staff in the Process

The Authority plays a critical role in overseeing, coordinating, and supporting DSI's implementation efforts, ensuring alignment with BUR's operational goals.

1. Planning and Coordination

Authority Involvement:

- **Role:** Provide strategic direction, approve procedures, and facilitate stakeholder coordination.
- **Tasks:**
  - Host and co-chair planning meetings with DSI and FAA ATCT, starting with the kick-off meeting (October 2025).
  - Review and provide feedback on draft SOPs, MOUs, and LOAs, ensuring compliance with the Joint Common Use Facility Policy and FAA standards.
  - Approve finalized SOPs/MOUs/LOAs by June 2026, so formal training begins.
  - Coordinate airline input for gate assignment procedures and ramp operations.
- **Staff Involved:** Executive management (e.g., Airport Director), operations managers, and contract specialists.
- **Involvement Level:** High, with monthly meetings and bi-weekly reviews during SOP development (October 2025–June 2026).

Key Authority Deliverables: Meeting schedules, SOP/MOU/LOA feedback, final approvals.

2. ORAT Participation

Authority Involvement:

- **Role:** Lead ORAT processes, direct DSI's participation, and ensure VRCR integration with BUR operations.
- **Tasks:**
  - Organize and lead monthly ORAT meetings, setting agendas and milestones.
  - Provide guidance on system integration (e.g., Searidge, SITA RMS) and ramp layout requirements.
  - Oversee final ORAT tests and soft openings (June–September 2026), validating VRCR readiness.
  - Supply SITA RMS training to DSI staff, as specified in the requirements.
- **Staff Involved:** Operations team, IT specialists, and ORAT coordinators.
- **Involvement Level:** High, with continuous engagement and leadership of ORAT activities.

Key Authority Deliverables: ORAT meeting agendas, SITA RMS training, test validation reports.

3. FCC Frequency Licensing

Authority Involvement:

- **Role:** Provide oversight and ensure licenses are issued in the Authority's name.
- **Tasks:**
  - Review FCC application drafts to confirm alignment with BUR's operational needs.
  - Receive and provide feedback on DSI's monthly status updates.
  - Coordinate with FAA ATCT to ensure frequency compatibility with BUR's airspace, particularly given proximity to LAX.
  - Approve final licenses (June 2026) for integration into VRCR systems.
- **Staff Involved:** Operations managers, legal/contract staff, and FAA liaison.
- **Involvement Level:** Moderate, with monthly reviews and final approval.

Key Authority Deliverables: Application feedback, license approval.

4. Staff Training and Familiarization

Authority Involvement:

- **Role:** Support training logistics, provide BUR-specific resources, and validate readiness.
- **Tasks:**
  - Provide access to BUR's ramp facilities for familiarization (e.g., gates, taxi lanes).
  - Deliver SITA RMS training to DSI staff, ensuring system proficiency.
  - Participate in final ORAT tests and soft openings to assess staff performance.
  - Approve trained staff roster and certifications (September 2026).
- **Staff Involved:** Operations team, training coordinators, and IT staff (for SITA RMS).
- **Involvement Level:** Moderate, with active support during June–September 2026.

Key Authority Deliverables: Ramp access, SITA RMS training, certification approval.

5. RPT Opening Day

Authority Involvement:

- **Role:** Oversee opening day operations and ensure compliance with VRCR requirements.
- **Tasks:**
  - Attend opening day events (if applicable) and monitor VRCR performance.
  - Review DSI's initial operational report for accuracy and completeness.
  - Provide feedback during post-opening debrief to address any issues.
  - Coordinate with FAA ATCT for off-hours handoff per LOA.
- **Staff Involved:** Executive management, operations managers, and FAA liaison.
- **Involvement Level:** Low to moderate, focused on oversight and validation.

Key Authority Deliverables: Opening day feedback, report review.

Conclusion

DSI's task allocation leverages a structured team with clear roles, drawing on DSI's experience and successes to ensure efficient VRCR implementation at BUR. Key personnel like the VRCR Manager, DSI's experienced transition manager and our contract manager/quality control manager will drive operational and procedural tasks, while Doug Wilson ensures strategic alignment. The Authority's critical involvement in oversight, ORAT leadership, and resource provision will guarantee a seamless RPT opening in October 2026. DSI's collaborative approach, proven at RDU, SEA, and DTW, positions us to deliver a safe, efficient VRCR in partnership with the Authority.

1. Proven Expertise in Ramp Control and Virtual Technologies
   - Asset: DSI's 35+ years of aviation services expertise, specializing in ramp control and air traffic management, positions us as a leader in VRCR operations. At DTW, we implemented virtual technologies (e.g., Harris OpsVue, PASSUR) for 40% of ramp operations, and at SEA, we achieved 50% virtual tech adoption, enhancing safety and efficiency while maximizing revenue generation.
   - Experience: Our seamless overnight transition at SEA, managing a 90-gate operation with no delays, and ground-up VRCR startup at SEA demonstrate our ability to handle complex implementations. DSI's experience spans both legacy and virtual ramp control, ensuring adaptability to BUR's Searidge Technologies system.
   - Competitive Edge: Our deep understanding of virtual systems, gained through real-world deployments, allows us to optimize Searidge's capabilities (e.g., CCTV integration, AI-driven traffic management) for BUR's constrained ramp and mixed traffic (commercial/general aviation).

2. Proprietary Resource Management System (RMS)
   - Technology: DSI's RMS, developed and refined at DTW, is a proprietary software tool for gate assignment, resource tracking, and operational reporting. RMS automates gate utilization, tracks on/off times, and generates billing reports, achieving 98% accuracy in DTW's gate management.
   - Data: RMS leverages historical and real-time data (e.g., flight schedules, gate occupancy) to optimize gate assignments under the Authority's Joint Common Use Facility Policy. At DTW, RMS reduced gate conflicts by40% through predictive analytics .
   - Competitive Edge: Unlike competitors relying on generic software, DSI's RMS is aviation-specific, integrating with RMS and AODB systems for seamless data flow. This enables real-time adjustments for irregular operations, giving our customers a data-driven advantage over airports using manual processes.

3. Extensive Candidate Database and Low Turnover
   - Asset: DSI maintains a database of over 200 aviation professionals, including former FAA and military controllers, enabling rapid recruitment for BUR. At RDU, we retained 100% of incumbent staff and backfilled vacancies in three weeks, ensuring continuity.
   - Expertise: Our HR team, led by Linda Costello, uses rigorous screening (background checks, drug screenings, FAA physicals) to select candidates with multitasking and communication skills.
   - Competitive Edge: DSI's low turnover rate, driven by competitive benefits (401(k), medical, annual raises, spot bonuses) and recognition programs, contrasts with industry averages. At SEA, our 5% turnover rate was half the industry norm, ensuring stable staffing. Competitors with higher turnover risk operational disruptions, while DSI's reliable workforce supports BUR's 17-hour daily operations.

4. Development and Review of Policies and Procedures (DRP²) Process
   - Methodology: DSI's proprietary DRP² process ensures stakeholder-aligned SOPs, MOUs, and LOAs, tailored to BUR's ramp and FAA requirements. At DTW, DRP² produced SOPs in four months, with 100% Authority and FAA approval.
   - Experience: Our MOA/LOA development at DTW and SEA, addressing handoff points and contingency plans, demonstrates our ability to navigate complex stakeholder dynamics. At DTW, we established MOAs with FAA and airlines in four weeks, enabling rapid startup.
   - Competitive Edge: Unlike competitors using generic templates, DSI's DRP² process incorporates BUR-specific inputs (e.g., ramp layout, taxi routes etc.) through iterative reviews, ensuring operational fit. This reduces implementation delays and enhances safety, critical for BUR's constrained environment.
5. Data-Driven Operational Insights

- Data: DSI's operational reporting, using RMS and custom analytics, provides actionable insights for BUR's gate utilization, safety, and performance. At DTW, our reports reduced airline gate disputes by 25% through transparent data sharing.
- Experience: Our RDU and DTW reporting included safety risk management and hazard identification, aligning with FAA standards. We retained records for five years, meeting Authority requirements.
- Competitive Edge: Unlike firms with basic reporting, DSI's analytics-driven approach, informed by big data from gate and flight operations, supports BUR's decision-making. This aligns with industry trends toward data-driven aviation management, giving BUR a competitive edge.

Alignment with Industry Trends

DSI's approach aligns with industry trends toward digitization and data-driven operations, as noted in recent aviation analyses. Airlines and airports leverage analytics for operational efficiency and customer experience, with predictive tools reducing delays and enhancing competitiveness. DSI's RMS and virtual tech expertise position BUR to achieve similar gains, surpassing competitors with less advanced capabilities. Our focus on specialized roles, like the Transition Manager, mirrors the industry's emphasis on targeted expertise for complex projects.

DSI's competitive edge for BUR's VRCR implementation stems from our 30+ years of expertise, proprietary RMS technology, extensive candidate database, DRP² methodology, and advanced tech integration. Our tailored approach, with a dedicated Transition Manager participation, specialized staff roles, and streamlined documentation, outperforms competitors' generic methodologies, ensuring rapid, safe, and efficient operations by October 2026. Our proven results at SEA, DTW, and RDU, combined with data-driven insights, position DSI as the ideal partner for BUR's RPT opening

6. Pricing Structure

DSI is pleased to present this yearly breakdown to support the VRCR at Hollywood Burbank Airport. Thank you for your time and consideration.

Appendix C, includes Exhibit B - Pricing Structure and lists the hourly billing rates by year for the Supervisor and Controller. These are fully loaded rates that include overhead, G&A, and fee.

DSI's overhead includes:

- Employer provided insurance
- Estimated overtime costs
- Vacation
- Holiday
- Sick time
- FICA
- FUTA
- SUTA
- Workers Compensation
- Screening and Urinalysis
- Misc, shipping, phone, etc.
- Employee Bonus Program
- General Liability Insurance

DSI is committed to providing exceptional support while saving our customer money. We are constantly reviewing our costs and how we can strip overhead to produce that savings. Throughout our history, we've strived to provide our employees with fair compensation and exceptional benefits packages to remain competitive in the industry. Because of this DSI has one of the highest employee retention rates in the industry.

We offer:

- Group Insurance Coverage:
- Life and Accidental Death and Dismemberment (AD&D).
- Voluntary Life, Dependent Life, and AD&D
- Medical.
- Dental
- Short- and Long-Term Disability
- 401(k) Savings Plan with Company Match
- Career Enhancement and Employee Development:
- Employee Recognition

Year One Transition Costs	
October 1, 2025 to May 31, 2026	
Manager (fully loaded)	$130,530.40
Transition Expense	$40,000.00
G&A / Supplies	$5,000.00
Total	**$175,530.40**
June 1, 2026 to September 30, 2026	
Manager (fully loaded)	$65,265.20
Transition Expense	$10,000.00
G&A / Supplies	$1,000.00
Controller & Supervisor Staffing (estimated as this will be itemized}	$325,139.36
Total	**$401,404.56**

Yearly Manager Costs in addition to Exhibit B (Annual Fully Loaded)	
Year 2	$201,660.46
Year 3	$207,719.55
Year 4	$213,951.13
Year 5	$220,369.67
Year 6	$226,980.76
Year 7	$233,790.18

7. Sample Agreement Acknowledgement Statement

Dynamic Science, Inc. (DSI) will execute the sample Virtual Ramp Control Room Operation Agreement as set forth (presented) in Exhibit C of RFP: OPS25-01.

Douglas A. Wilson
President
Dynamic Science, Inc.

8. Insurance

DSI's Sample certificate of insurance provided below:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: ASHLEY WRIGHT
Insurance Strategies, The Cooksey Agency 477 Viking Drive, Ste 300 Virginia Beach VA 23452	PHONE (A/C, No, Ext): (757) 819-6896 FAX (A/C, No): 757-819-7501 E-MAIL ADDRESS: ashley@insurancestrategiesva.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
ATCSI LLC/DSI INC 1952 Cedar Rd Chesapeake VA 23323	INSURER A : ACE Property & Casualty Ins. Co. INSURER B : Amtrust North America INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	AAPN10682575003	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 100,000,000 $ 100,000 $ Excluded $ 100,000,000 $ 100,000,000 $ 100,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CAL H25318754-003	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	OWC1010359	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Air Traffic Control Liability Limit: $10,000,000 per occurrence.
The Authority shall be designated as an additional insured on the General Liability policy for ongoing operations as well as products and completed operations. All policies will contain a waiver of subrogation in favor of the Authority. Liability policies shall be primary and non-contributory.
30-Day notice of cancellation.

CERTIFICATE HOLDER

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ashley Wright

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Appendix A: Key Personnel Resumes

Douglas Wilson
DSI President

Bachelor of Science, Management, Cum Laude
Minnesota State University, Mankato, MN
Bachelor of Science, Industrial Relations, Cum Laude Minnesota State University, Mankato, MN
Bachelor of Science, Aviation Management, Cum Laude, Minnesota State University, Mankato, MN
Bachelor of Science, Computer Science, Cum Laude, Minnesota State University, Mankato, MN

Summary of Qualifications

President—Dynamic Science, Inc.

Program Manager—Contract Site Supervisor

ATC Instructor • Professional Air Traffic Controller • Private Pilot • Sales Representative

Professional Experience

Dynamic Science, Inc. 2009–Present

DSI President

Marketing of Dynamic Science's abilities across a wide range of specialties. Seek out new contracts and diversification of the company business. Maintain oversight of Air Traffic Control (ATC), Air Traffic Control and Landing Systems (ATCALS), and Ramp Management Services (RMS) at site contracts nationwide.

Ensure highly qualified staffing at all locations to ensure that the company meets the highest expectations of the customer.

ANG/ATCALS/Ramp Control Program Manager

- Manages oversight of Air Traffic Control (ATC), Air Traffic Control and Landing Systems (ATCALS), Ramp Control and Gate Management Services at site contracts nationwide.
- Performs quality assurance inspections at sites.
- Ensures all site contractual obligations and operations are met.

ATCOTS Program Manager 2011–2015

- Responsible for management and oversight of the FAA ATCOTS contract at six FAA Enroute Centers.
- Ensured that all customer requirements and expectations were consistently met or exceeded.

MSP ARTCC 2009–2011

Contract Site Supervisor

- Responsible for overseeing and directing the activities of all contract personnel at Minneapolis ARTCC providing support under the ATCOTS contract.

Washington Consulting Group, Inc. **2007–2009**

MSP ARTCC Instructor

- Provided classroom and dynamic simulator instruction and evaluation for developmental and transferring controllers.
- Updated and maintained training materials, simulator problems, and controller skills in accordance with the FAA and facility standards.
- Provided proficiency training to certified controllers as tasked.

Federal Aviation Administration (FAA) **1981–2007**

MSP ARTCC/ATCS

- Over 23 years at MSP ARTCC and 1 year each at MWC VFR Tower and FSD Approach Control.
- Responsible for separation and orderly flow of air traffic in the national airspace system.
- Experienced with air traffic operations at Enroute centers, level II radar approach control, and tower cabs.
- Provided on-the-job training for developmental and transferring controllers at all facilities.

Burroughs Corporation **1979–1981**

Sales Account Manager

- Marketed computer equipment to existing and potential customers.
- Managed existing computer accounts.
- Supervised the installation of new equipment at existing computer accounts.

Gregg Mowrer

Vice President/Contract Manager

Bachelors in Professional Aeronautics, Embry Riddle Aeronautical University, Dean's List, 2010
Associate in Applied Science, Air Traffic Control, Community College of the Air Force (CCAF), 2000
Associate in Applied Science, Avionics Systems Technology, CCAF, 1996

Summary of Qualifications

Self-motivated, energetic leader and manager respected as a professional civil and military aviation, avionics, and electronics expert. Technically astute, computer savvy, and revered by superiors, peers, and subordinates for proficient skills and refreshing ability to empathize with personnel issues and concerns. Adaptable expert possessing highly sought-after oration skills with the intuitive ability to explain complex/technical procedures and processes to people with varying levels of knowledge, experience, and aptitude. Culturally diverse team builder understanding military/civil command structures backed with proven experiences stateside and abroad.

Professional Experience

Dynamic Science, Inc. (DSI) ..... **July 2018–Present**

Vice President/Corporate Business Development/Contract Manager

- Plans, organizes, executes, and reports aspects of business development strategies to achieve goals.
- Cultivates current and potential partners to strengthen relationships and identify new business.
- Initiates, leads, and directs division new-business efforts to include proposal writing and finalizing.

Team Eagle, Inc. ..... **Jun. 2014–July 2017**

Territory Sales Manager

- Managed all aspects of customer contact, business relationships, product introduction, budgetary preparations, demonstrations, bid preparation, negotiations, and overall maintenance and care of customers throughout Western United States.
- Acted as solutions expert for airfield and municipal professionals regarding snow-removal equipment, Anti/Deicing equipment, deep-cleaning/rubber removal equipment and multi-purpose equipment and related airfield safety and efficiency equipment.
- Acted as recognized expert in integrated hardware and software solutions to lead to safer, more effective, and efficient operations, including inspections, maintenance, navigation, runway incursion management, and safety management systems (SMS) fully compliant with FAA advisory circular criteria.

Dynamic Science, Inc. (DSI) ..... **Oct. 2012–June 2014**

General Manager

- Led 175 division personnel and managed $11 million worth of aviation contracts to include ATC ops and training, airport ramp operations, and navigation equipment maintenance.
- Managed division to ensure contracts were effectively supported and solved problems as they surfaced.

Arizona State University (ASU) ..... **Spring 2011 Semester**

Air Traffic Management Lecturer

- Developed syllabi, authored lesson plans, and instructed ASU students for ATC 332/432 courses commensurate with FAA's Collegiate Training Initiative (CTI) program standards and acceptance.

- Designed, administered, and reported objectives/standards evaluations ensuring CTI were achieved
- Employed and programmed ATC simulation equipment to train, evaluate, and assess practical ATC skills and abilities against FAA-identified standards of performance.
- Utilized classroom and internet forums (blackboard) to track, manage, and deliver coursework, tests, and student course progression.

United States Air Force, United States, Europe, Middle East, Pacific 1987–2012

Air Traffic Controller

- Acted as ATC manager, supervisor, trainer, and FAA-certified controller experienced in radar, tower, enroute, stateside, and abroad and during peacetime and wartime.
- Designed/executed seamless integration of civil airline movements with military ops to include air refueling, unmanned aerial systems (UAS), and fighter intercept ops—with ZERO safety issues.
- Collaborated with Iraqi Civil Aviation Authority (ICAA), USAF, army, and marine to develop policies and procedures to safely orchestrate simultaneous enroute, arriving, and departing air traffic through strategic placement of deployable navigational equipment.
- Assessed ATC formal schools and curriculums for more than 3,700 air traffic controllers worldwide.
- Evaluated effectiveness of ATC training plans and advised senior leadership on corrective actions.
- Developed/coordinated critical training requirements, objectives, and strategies affecting ATC technical school curriculum, on-the-job training, and computer-based training implementation.
- Interpreted FAA, International Civil Aviation Organization (ICAO), and USAF regulatory and operational guidance for 2,800 air traffic controllers operating 142 ATC facilities valued at $480M.
- Planned, organized, and executed multiple command-level conferences disseminating focused ATC training, policies, and procedures for ATC resources throughout Europe and Southeast Asia.
- Served as FAA regional military examiner for the European control tower operator program.

Avionics/Electronic Warfare Technician

- Excelled in maintenance management, digital interfacing systems, computer systems, Logic circuit analysis, electronic principles, and electronic warfare system troubleshooting and repair.
- Promoted ahead of peers/trained subordinates, peers, and superiors on all aspects of electronics.
- Inspected, troubleshot, repaired, programmed, calibrated, and certified avionics and support equipment.
- Consistently isolated, repaired, and/or modified faulty equipment that eluded others.

Professional Certifications

- Adv. Winter Operations Specialist School, 32+ hrs. of Instruction (basic & adv.), 17
- Chief's Leadership Course, Strategic-level Leadership, 69.5 hrs. of Instruction, 09
- SNCO Course (Upper Management), 240 hrs. of Instruction, Distinguished Grad., 03
- NCO course (Middle Management), 223 hrs. of Instruction, Distinguished Grad., 99
- Air Traffic Control Facility Management School, 40 hrs. of Instruction, 99
- ATC Training Device System Administrator, 100 hrs. of Instruction, 96
- Air Traffic Control management, 82 hours of Instruction, 96
- FAA, Control Tower Operator (CTO) Exam, Score 100%, 93
- ATC Operator course, 640 hrs. of Instruction, Honor Grad., 93
- Certificate of Training, Electronic Warfare Systems Technician, 90
- Avionics Test Station/Component Specialist, 1,376 hrs. of Instruction, Honor Grad., 88

Kyle Mitchell
Resource Management/Ramp Control Tower Transition Manager

Summary of Qualifications

Dynamic Science Inc., (DSI) DTW, Raleigh, NC ..... 10/24 – _Present

Operations Manager

Responsible for the oversight and management of ramp control functions at Terminal 2 and common use resource allocation at Terminal 1 and 2. This includes pushback, taxi, and arrival instructions for 360+ daily commercial flights at Terminal 2, and management of 70 ticketing positions, 45 gates, 8 baggage makeup devices, and 8 baggage reclaim devices across both terminals. Creates policies and operational procedures for airlines operating within the common use environment. Assigns advanced gating schedules and capacity planning reports to ensure safe and efficient terminal operations. Tracks and distributes flight data to the Airport Authority for billing and usage reports. Expertise in applying business rules and logic to resource management systems to suit the needs of airport authorities, airlines, and airport tenants. Performs terminal utilization checks for increased gating capacity and participates in project planning for landside and airside construction. Plans and participates in irregular operations, airport master planning, operational asset management, and contingency planning. Works directly with Airport Authority staff, FAA, emergency services, and airline station managers to better serve 14 million passengers during peak annual operations. Serves as a management representative for human resources, location budgeting and expense accounts, compliance contract and WBE auditing, recruiting, hiring and promoting, drug and alcohol testing, creating staff scheduling for 24 hour operations, administrative duties, and 24/7 on call duty phone for operational needs or emergency management.

TBI Airport Management, Raleigh, NC.....09/17 -19/24

Operations Manager

-Responsible for the oversight and management of ramp control functions at Terminal 2 and common use resource allocation at Terminal 1 and 2. This includes pushback, taxi, and arrival instructions for 360+ daily commercial flights at Terminal 2, and management of 70 ticketing positions, 45 gates, 8 baggage makeup devices, and 8 baggage reclaim devices across both terminals. Creates policies and operational procedures for airlines operating within the common use environment. Assigns advanced gating schedules and capacity planning reports to ensure safe and efficient terminal operations. Tracks and distributes flight data to the Airport Authority for billing and usage reports. Expertise in applying business rules and logic to resource management systems to suit the needs of airport authorities, airlines, and airport tenants. Performs terminal utilization checks for increased gating capacity and participates in project planning for landside and airside construction. Plans and participates in irregular operations, airport master planning, operational asset management, and contingency planning. Works directly with Airport Authority staff, FAA, emergency services, and airline station managers to better serve 14 million passengers during peak annual operations.

Serves as a management representative for human resources, location budgeting and expense accounts, compliance contract and WBE auditing, recruiting, hiring and promoting, drug and alcohol testing, creating staff scheduling for 24 hour operations, administrative duties, and 24/7 on call duty phone for operational needs or emergency management.

TBI Airport Management, Raleigh, NC ..... **09/14 -08/17**

Operations Supervisor

-Direct supervision of Operations Coordinators and oversight of the Resource Management System. Responsible for daily operational tasks and seasonal airline planning. Adapting to Irregular Operations by allocating aircraft, gates, baggage, and ticketing positions as needed to ensure a safe and efficient terminal environment. Working relationships with the Airport Authority, Air Carriers, FAA, and associated tenants at RDU. Assumes the managers role during his absence. Oversees and addresses any equipment outages as well as gate allocation during normal business and irregular operations.

TBI Airport Management Raleigh, NC ..... **06/12 – 9/14**

Operations Coordinator

-Active control of commercial aircraft on the ramp and at RDU's Terminal 2 while utilizing the Resource Management System to allocate flight schedules, gate plotting, ticketing positions, baggage reclaim, baggage make up and information display systems. Established a fluid terminal operation through coordination with each airline operation, RDU Airport Authority, and additional tenants.

Delta State University Cleveland, MS ..... **11/10 – 06/12**

Flight Operations Dispatch

- Adhered with Part 141 Flight School regulations to ensure all aircraft were scheduled for flights, maintenance, and university events. Also processed student accounts, budgets, and postings. Totaled and submitting instructors' payroll and instruction hours and scheduled FAA check rides.

Education

Delta State University Cleveland, MS ..... **08/05 – 12/10**

Commercial Aviation w/ Aviation Management

Completed the Commercial Aviation program while achieving an overall GPA of 3.24.

Certifications

- Private Pilot's License. Certificate # 3134125. Issued on February 23, 2006. Approx. 500 Pilot In Command hours.

References

Patrick Glenn C.M.
Global ORAT Practice Lead
Patrick.Glenn@jacobs.com
678-633-1653

Jordan Larson Jacobs
Department Manager - RDU
Jordan.larson@delta.com
206-304-2660

Mark Dauter

Resource Management/Ramp Control Tower Transition Manager

Summary of Qualifications

Diversified and influential leader with 23 years of aviation experience. A significant history of contributions toward enhancing performance and meeting customer expectations in the demanding, deadline-driven transportation industry. Proficient ability to assign team members according to strengths to maximize capabilities and gain operational synergies. Remarkable strength coordinating with multiple departments, groups, and functions to achieve common goals accurately and on time. Excellent strategic thinking skills along with innovative problem-solving abilities, consistently providing effective solutions to streamline performance and improve accuracy.

Professional Qualifications

- Expert Excel/Office Skill Level
- Skilled PC Maintenance
- PC Network Specialist
- Commercial Hub Manager
- Customer Orientated
- Time & Resource Management
- Strategy Development
- Organizational Awareness
- Performance Management
- Regulatory Compliance
- Problem-Solving
- Time & Resource Management

Professional Experience

Dynamic Science Inc., (DSI) DTW, Detroit, MI..... 2008–Present

Ramp Tower Site Manager

Responsible for establishing a new facility at Detroit Metro Airport in 2008. The Detroit Ramp Tower provides gate arrival and departure clearance for Detroit's 28-gate North Terminal. The ramp tower also manages all remote parking and common-use gate assignments for the users at the terminal. Also accountable for developing policies and procedures for the initial operation start up as well as negotiating agreement letters with the Airport Authority and FAA.

- Hosts monthly Gate Planning and Review Forum.
- Maximizes airline on-time performance by understanding optimal gate and remote parking needs for each user.
- Consults with the user to establish and understand airline parking preference.
- Coordinates gate, runway, and taxiway closures with the user, the Airport Authority, and the FAA
- Develops alternate gating procedures for irregular operations to minimize user impact
- Monitors flight daily performance and brief users on irregular flight activity, gate changes, runway changes, and taxiway closures
- Logs all remote parking and terminal gate usage by airline, aircraft, date, time, and park category for detailed billing and invoice creation
- Monitors continuously gate occupancy and remote parking activity to identify and predict future usage trends
- Coordinates alternate and efficient taxi routes during de-ice and construction seasons with FAA for airline user group

Northwest/Delta Airlines, Detroit, MI 1996–2008

Operation Service Manager

Managed Airport Control Center 15-person team that was responsible for maintenance planning, gate coordination, crew scheduling, aircraft dispatch, and airport staffing, in a deadline-driven environment. Communicated and coordinated extensively across multiple departments, vendors, and management teams, utilizing broad knowledge of airport logistics and operations. Juggled priorities, adapted strategies, and resolved problems decisively and rapidly; proactively identified and prevented potential issues. Monitored performance, with attention to maximum customer service; compiled, analyzed, and tracked metrics to identify and address improvement opportunities. Ensured compliance with all relevant regulations, including OSHA, FAA, and union contract provisions.

- Coordinated tasks between various divisions to ensure on-time performance for hub operations.
- Responsible for safe and accurate load plans for connection carriers.
- Provided administrative support for aircraft maintenance, ground personnel, flight operations, and contract services.
- Partnered with the leadership team and local vendors to research and ensure delay code integrity.

Gate Coordinator

- Responsible for gate assignments for over 300 departures per day at the McNamara Terminal, Concourse A.
- Directed planning, scheduling, and special assignments in a fast-paced, deadline-driven environment.
- Communicated and coordinated extensively across multiple departments and with vendors as well as management teams.

Customer Service Supervisor—Domestic/International Ticket Counter

- Staffed and scheduled over 100 ticket positions at Detroit Metro's McNamara, Davey, and Berry Terminal
- Certified as complaint resolution officer, specialist hazardous/dangerous goods, and grounds security coordinator

Company Certified Instructor of Various Training Programs

- Initial New Hire Instructor—Gating and Ticket Procedures, 160 Hrs. Course, up to 25 employees
- Advance International Ticketing and International Documents
- Customer Service Recurrent Training
- Hazardous Goods Shipping and Documentation
- Complaint Resolution Officer Trainer
- Ground Security Coordinator
- Certified Ramp Control Instructor
- Aircraft Weight and Balance and Operations Supervisor Instructor

Edwin Sanabia
BUR Virtual Ramp Control Room (VRCR) Manager

Summary of Qualifications

10/24 – Present Dynamic Science, Inc. Raleigh, NC

Operations Supervisor

Provide management and oversight to a team of employees responsible for the operation of the Resource Management Center for Terminal Operations. Administer and provide training to new employees, and ensure that daily operations are safe, efficient and properly provided. Evaluate the performance of employees and document results to include disciplinary actions when necessary. Provide regular reports to airport tenants as well as the airport authority in support of international operations and common gate usage. Assist the manager in project planning, research, and scheduling as well as serving as the manger's representative in their absence. Provide on-call 24/7 availability and respond as necessary to irregular and emergency operations. Provide shift coverage as necessary in the event of short notice call outs. Attend meetings as requested by the manager to provide airport tenants with subject knowledge expertise as required. Perform duties of the manager of operations when they are unavailable.

05/17 – 09/24 TBI Airport Management Raleigh, NC

Operations Supervisor

Provide management and oversight to a team of employees responsible for the operation of the Resource Management Center for Terminal Operations. Administer and provide training to new employees, and ensure that daily operations are safe, efficient and properly provided. Evaluate the performance of employees and document results to include disciplinary actions when necessary. Provide regular reports to airport tenants as well as the airport authority in support of international operations and common gate usage. Assist the manager in project planning, research, and scheduling as well as serving as the manger's representative in their absence. Provide on-call 24/7 availability and respond as necessary to irregular and emergency operations. Provide shift coverage as necessary in the event of short notice call outs. Attend meetings as requested by the manager to provide airport tenants with subject knowledge expertise as required. Perform duties of the manager of operations when they are unavailable.

02/15 – 05/17 TBI Airport Management Raleigh, NC

Operations Coordinator

Perform Ramp Tower contract services for the Raleigh/Durham International Airport Authority (RDUAA). As Operations Coordinator, I provide aircraft sequencing and gate management, terminal resource management, and act as a liaison/facilitator between tenant airlines, RDUAA, and the FAA.

09/93 – 01/14 Federal Aviation Administration Raleigh, NC

Full Performance Level Controller

Provided tower and terminal radar approach air traffic control services at the Raleigh/Durham ATCT. Provided training to numerous developmental air traffic controllers. Developed and implemented a training program for an experimental automated system. Data was collated to present final results of controller evaluations and system performance.

05/87 – 09/93 Federal Aviation Administration Gulfport, MS

Full Performance Level Controller / Supervisor

Provided tower and terminal radar approach air traffic control services at the Gulfport ATCT. Provided training to numerous developmental air traffic controllers. Performed duties as a team supervisor to include evaluations of individual controller performance of team members. Performed duties of Operations Specialist and Plans and Procedures Specialist.

01/87 – 05/87 Federal Aviation Administration Oklahoma City, OK

Air Traffic Controller

Attended and successfully completed the Federal Aviation Air Traffic Control Academy screen and Terminal follow on. Courses of study included non-radar enroute air traffic control procedures, and terminal radar and terminal air traffic control procedures.

09/76 – 09/86 United States Air Force USA and Europe

Avionics Technician – F15, Military Air Traffic Controller, ATC Master Instructor

Performed duties of integrated avionics technician for F15 aircraft in US and Germany. Provided tower air traffic control services at the Nellis AFB Nevada control tower. Provided terminal radar air traffic control services at the Columbus AFB Mississippi TRACON. Served as a Master Instructor for the USAF air traffic controller school located at Keesler AFB Mississippi.

Education

- University of Puerto Rico Aguadilla, Puerto Rico
  - 24 cumulative credit hours in Business Administration
- Embry Riddle Aeronautical University Bitburg AFB, Germany
  - 18 cumulative credit hours in Professional Aeronautics

Training

- USAF Air Traffic Control School
- USAF Master Instructor School
- FAA Air Traffic Control Screen and Terminal Follow on
- FAA Terminal Radar School
- FAA Supervisory Identification Development Program

Appendix B: RFP Acknowledgements

REQUEST FOR PROPOSALS ("RFP")

VIRTUAL RAMP CONTROL ROOM – STAFFING OPERATOR

HOLLYWOOD BURBANK AIRPORT
RFP NO. OPS25-01

By submitting a proposal, Respondent acknowledges receipt of all content of the RFP package as delivered electronically and hereby attests to non-collusion regarding the competitive opportunity and any price submitted. Respondent acknowledges and accepts the terms of this solicitation, including any addenda, which will become part of any resultant agreement, and agrees that the terms as listed will supersede any conflicting contractual terms and/or conditions specified elsewhere. Respondent certifies that the information provided in its submission is complete, including the full disclosure of all subcontractors, suppliers, joint ventures, teaming agreements, and the like, and that the information submitted is true and accurate to the best of its knowledge. Respondent confirms that the signing party is an authorized representative of the entity submitting the proposal and has the individual authority to submit this proposal electronically on behalf of the entity and to bind the entity to all information set forth herein.

Date: June 16th 2025	Company Name: Dynamic Science, Inc.	
Douglas A. Wilson	Douglas A. Wilson,	President
*Authorized Signature	Name	Title
Gillian Manzanarez	Gillian Manzanarez,	CFO
*Authorized Signature	Name	Title

*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by either the Chairperson of the Board, the President, or any Vice President; and one (1) signature by either the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

RETURN THIS COVER PAGE WITH YOUR PROPOSAL – LATE, EMAILED, MAILED, HAND DELIVERED, OR FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

Appendix C: Exhibit B – Pricing Structure

Hollywood Burbank Airport

Virtual Ramp Control Room ("VRCR") – Staffing Operator
Hollywood Burbank Airport
RFP NO. OPS25-01

EXHIBIT B
PRICING STRUCTURE

Provide a detailed breakdown of all proposed hourly rates and any associated fees for performing and completing the services outlined in this RFP.

	First Year Hourly Rate	Second Year Hourly Rate	Third Year Hourly Rate	Fourth Year Hourly Rate	Fifth Year Hourly Rate	First One-Year Option (if exercised) Hourly Rate	Second One-Year Option (if exercised) Hourly Rate
Controller	$ 75.31	$ 77.57	$ 79.89	$ 82.29	$ 84.76	$ 87.30	$ 89.92
Supervisor	$ 83.86	$ 86.38	$ 88.97	$ 91.64	$ 94.39	$ 97.22	$ 100.14

Addendum No. 1 Acknowledgement:

END OF ADDENDUM NO. 1

Acknowledgment is hereby made of receipt and incorporation of Addendum 1 into the referenced RFP and related proposal submission.

Signature: Douglas A. Wilson Date: June 2nd, 2025
Authorized Representative

Name/Title: Douglas A. Wilson, President

Firm Name: Dynamic Science, Inc.

Addendum No. 2 Acknowledgement

END OF ADDENDUM NO. 2

Acknowledgment is hereby made of receipt and incorporation of Addendum 2 into the referenced RFP and related proposal submission.

Signature: Douglas A. Wilson Date: June 11th, 2025
Authorized Representative

Name/Title: Douglas A. Wilson, President

Firm Name: Dynamic Science, Inc.

EXHIBIT D
Insurance Requirements

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

A. Aviation Liability / Commercial Liability Insurance. Operator shall maintain aviation liability / commercial liability insurance in an amount not less than $100,000,000 per occurrence; provided, however, that the sublimit for Personal Injury coverage for non-passengers shall be $25,000,000 each occurrence and in the annual aggregate and the sublimit for Fire Legal Liability shall be $10,000,000 each occurrence. Coverage shall include bodily injury, property damage to third parties, contractual liability, products-completed operations, personal injury and advertising injury liability, terminal-operations, independent contractors and subcontractors, and fire legal liability. Such policy or policies shall, to the degree reasonably possible, be issued on an occurrence basis and shall cover the entire Replacement Passenger Terminal and all on-Airport aircraft, vehicles and mobile equipment, and all activities of airlines at or within the RPT and the Airport, and all indemnification required by this Agreement. Will regard to application to aircraft, such policy or policies shall apply to owned, non-owned, and hired aircraft.

B. Cyber Liability Insurance. Operator shall maintain cyber liability insurance in an amount not less than $2,000,000 per occurrence and $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to Operator's obligations under this Agreement and shall include Claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, intellectual property infringement, invasion of privacy, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. Such policy or policies shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

C. Automobile Liability Insurance. Operator shall maintain automobile insurance covering bodily injury and property damage for all activities of Operator arising out of or in connection with the Services, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $5,000,000 combined single limit for each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Operator shall furnish to the Authority an original certificate or certificates of insurance and amendatory endorsements showing that required policies are in effect in the required amounts and, as to the workers' compensation insurance, with the required waiver of subrogation. The certificates and endorsements must be received and approved by the Contract Administrator prior to commencement of work. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

EXHIBIT E
Non-AIP Project Federal Requirements

References to "Contractor" in this Exhibit shall be deemed to refer to Operator.

1. General Civil Rights Provisions

A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2. Civil Rights – Title VI Assurance

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes Operators) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials,

or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Attachment A

RECORDING REQUESTED BY
AND WHEN RECORDED,
MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, CA 91510

Space Above This Line for Recorder's Use

ELECTRICAL SERVICES AGREEMENT

This ELECTRICAL SERVICES AGREEMENT ("**Agreement**") is entered into on _____, 2025 (the "**Effective Date**"), by and between THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY, (together with any of its permitted successors and assigns, "**Developer**"), and THE CITY OF BURBANK, CALIFORNIA (the "**City**") ACTING THROUGH BURBANK WATER AND POWER ("**BWP**"). Developer and the City shall be each referred to herein as a "Party" and collectively as the "Parties".

A. Developer is constructing a Replacement Passenger Terminal (the "**Project**") at Hollywood Burbank Airport (the "**Airport**") on the property located at 2827 North Hollywood Way, Burbank, County of Los Angeles, California which is more particularly described in **Exhibit A**, Legal Description, attached hereto and incorporated herein by this reference (the "**Property**"). All parcels owned by the Developer as identified on **Exhibit D**, attached hereto and incorporated herein by this reference, shall be referred to herein collectively as the "**Development**".

B. The Project remains subject to additional City review and permitting processes in accordance with the January 10, 2017 Development Agreement (the "**Development Agreement**") executed by the Parties. The Development Agreement was recorded in the Official Records of Los Angeles County on March 30, 2017 as Document No. 20170351425.

C. Developer presented preliminary plans to the City to develop the Project with electrical loads of 26,000 kVA in new connected load, which according to the Development Agreement and the Burbank Water and Power Rules and Regulations for Utility Service (the "**BWP Rules and Regulations**"), prompts the requirement to serve the load from a new 69kV to 12kV customer substation on the Property.

D. The City presented an alternate solution to Developer to build an on-site community substation on Developer owned property at 4001 Cohasset Street ("Substation Land"). While the proposed substation location is not the ideal location for additional capacity, it is deemed to be in the best interest of the City to build a community station as compared to a customer station. Developer is responsible for a portion of the cost of the community station.

E. This alternative provides a mutual benefit to the City and Developer by: (a) lowering Developer's costs and creating additional value by building a shared substation, (b) providing a more reliable and redundant electric service ("**Electric Service**") to the Project with a community substation which has distribution ties to other substations in the area, as compared to a customer substation (c) reducing BWP's long-term operation and maintenance costs after decommissioning of the existing 4kV Clybourn distribution substation, and (d) re-purposing existing subtransmission underground infrastructure that currently feeds the Clybourn substation to feed the new Airport community substation, thereby lowering Developer's cost for the new substation.

F. Developer acknowledges that, in order for the City to provide Electric Service to the Project, pursuant to the BWP Rules and Regulations, Developer must pay for (a) a portion of the construction of a new proposed 40 mega-volt-amperes (MVA) two-bank community substation (the "**Substation**") at the Substation Land, (b) the total cost for two planned subtransmission lines and their infrastructure from switching and distribution stations to the planned Substation (the "**Subtransmission Facilities**"), and (c) the total cost for the extension of four distribution feeders from a community substation to the Service Points (defined below) (the "**Distribution Facilities**").

G. Developer acknowledges that, in order for the City to provide Electric Service to the Project, Developer must grant (a) a recorded easement for the Substation Land (the "**Substation Easement**") as more particularly described in Attachment 1, and (b) recorded subsurface easements (collectively, the "**Subsurface Easements**") as more described in Attachment 2.

H. Developer desires for the City to construct sufficient capacity at the Substation, Subtransmission Facilities, and the Distribution Facilities to serve the Project.

I. Developer desires that the City provide, and the City shall use good faith efforts to provide, electric power by two 12.47kV distribution lines (the "**Initial Distribution Lines**") to the Project at the service point near Tulare Avenue west of Kenwood Street ("**Service Point**") by the second quarter of 2025, for temporary construction power for the Project ("**Temporary Construction Power**").

J. As a preliminary step towards construction of the Distribution Facilities, Developer has agreed to pay the City a deposit (the "**Deposit**"). The City acknowledges that Developer has already paid, and the City has received a portion of the Deposit (One Million Nine Hundred and Eighty Thousand Dollars - $1,980,000), in the form of an Aid-in-Construction.

K. Developer acknowledges that the payment of the Deposit was intended to induce the City to start the material procurement process of the Distribution Facilities earlier than the City would normally commence such process.

L. Developer desires that the City provide, and the City shall use good faith efforts to provide, two additional 12kV distribution lines (the "**Additional Distribution Lines**", together with the Initial Distribution Lines, collectively, the "**Distribution Lines**") to the Development's property line at two locations, near Cohasset Street and Lockheed Drive and near Tulare Avenue west of Kenwood Street by May 2025 ("**Temporary Terminal Power**"). The capacity requested by Developer is 17 MVA for Temporary Terminal Power.

M. Developer desires that the City provide, and the City shall use good faith efforts to construct two 69kV subtransmission lines, build the new Substation and provide four 12kV distribution lines to the Development's property line near Cohasset Street and Lockheed Drive by Q2 2028 ("**Permanent Terminal Power**"). The new capacity requested by Developer is 17 MVA for Permanent Terminal Power. The sum of the Permanent Terminal Power and the existing load on the Development is calculated as 33.535 MVA as indicated on **Exhibit E**, attached hereto and incorporated herein by this reference. Developer is anticipating to demolish several services after completion of the Project and so the City has agreed to deem the total load allocated to the Development as 27.64 MVA.

N. Developer acknowledges that the existing load on the 4kV Clybourn substation will be converted to 12kV and temporarily transferred to other 12kV substations in the area. The Clybourn substation will then be decommissioned to free up underground subtransmission substructure that will be used to bring 69kV subtransmission lines to the new Substation.

O. Developer acknowledges that, in accordance with this Agreement, the Substation Easement and the Subsurface Easements will be recorded against the Substation Land prior to, and as a condition of the energization of the Temporary Terminal Power for the Project.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties covenant and agree as follows:

1. Developer's Load; Service Points on Property.

(a) Minimum Load. Any designs, plans and/or other development documentation included with each design submitted to the City by Developer (collectively, the "**Developer's Documentation**") indicate that Developer's connected 12.47kV switchgear capacity for the Project (the "**Total Load**") is 25.918 MVA, calculated as follows:

$$TL = ([I1 \times V1 \times \sqrt{3}] + [I2 \times V2 \times \sqrt{3}] + \ldots + [Ii \times Vi \times \sqrt{3}]) \div 1000$$

$$TL = ([400 \times 12.47 \times \sqrt{3}] + [400 \times 12.47 \times \sqrt{3}] + [200 \times 12.47 \times \sqrt{3}] + [200 \times 12.47 \times \sqrt{3}]) \div 1000$$

$$TL = 25.918 \text{ MVA}$$

For purposes of calculating the Project demand, the Parties agree that the Project's electrical load (the "**Project's Demand Load**") shall be calculated as follows:

$$PDL = TL \; x \; DR$$

$$PDL = 25.918 \; MVA \; x \; 0.65 = 16.847 \; MVA$$

For purposes of calculating Developer's pro rata share of the capacity in the Substation, the Parties agree that Developer's electrical load (the "**Developer's Minimum Load**") shall be calculated as follows:

$$DML = CR \; x \; 40 \; MVA$$

$$DML = 69.1\% \; x \; 40 \; MVA = 27.640 \; MVA$$

Where:

DML	=	Developer's Minimum Load
PDL	=	Project's Demand Load for the Replacement Passenger Terminal only
TL	=	Developer's Total Load shall be the sum of the metered electrical panel ratings (in MVA) for all metered electrical panels to be located on the Property.
DDL	=	Development's Total Load shall be the sum of the metered electrical panel ratings (in MVA) for all metered electrical panels to be located on the Development.
DR	=	Demand Ratio shall be 65% of metered electrical panel rating with 80% rated panel, 81.25% of metered electrical panel rating for fully rated panel
I	=	Primary tap rating of the current transformer (CT) for the main circuit breaker of the switchgear in Amperes (A)
V	=	Line-to-line voltage rating of the switchgear in kilo-Volts (kV)
i	=	Number of switchgears on the Development when calculating DDL, and number of switchgears on the Project when calculating PDL
CR	=	Cost ratio shall be 69.1%, which equals the total load allocated to the Development , divided by 40MVA
PL	=	Projected load shall be the sum of the metered electrical panel ratings (in MVA) for all metered electrical panels to be located on the Development (per Developer's Documentation and the City's verification). This includes all existing metered panels that are not being modified as part of the Project.

For the purposes of calculating the total load on the Development, the Parties agree that the Development's electrical load (the "**Development's Demand Load")** shall be calculated as follows:

$$DDL = (PL \; x \; DR)$$

For the full list of metered electrical panels on the Development that constitute the DDL, see **Exhibit E**.

(b) Excess Load. In the event that a review of this Agreement, the Development Agreement, and the Developer's Documentation indicates that the projected electrical load for the Development (the "**Projected Load**") may exceed the Developer's Minimum Load, the following calculation shall be made for each occurrence:

$$AEL = (PL \times DR) - DML$$

$$AEL = ([PL1 \times 0.65] + [PL2 \times 0.8125]) - DML$$

Where:

AEL	=	Excess Load. The AEL shall be calculated to the nearest one-thousandth of an MVA.
PL	=	Projected Load shall be the sum of the metered electrical panel ratings (in MVA) for all metered electrical panels to be located on the Development (per Developer's Documentation and City's verification). This includes all existing metered panels that are not being modified as part of the Project (See Exhibit E).
PL1	=	Projected Load-1 shall be the sum of the 80% rated metered electrical panels (in MVA) located on the Development (per Developer's Documentation and City's verification).
PL2	=	Projected Load-2 shall be the sum of the fully rated metered electrical panels (in MVA) located on the Development (per Developer's Documentation and City's verification).
DR	=	Demand Ratio shall be 65% of metered electrical panel rating with 80% rated panel, 81.25% of metered electrical panel rating for fully rated panel.
DML	=	Developer's Minimum Load

In the event that the AEL exceeds 0 MVA on the Development, such excess shall be treated as follows:

(i) Excess Load. If there is an incremental portion of the AEL that exceeds 0 MVA (the "**Excess Load**"), the Parties agree that Developer shall enter into good faith discussions with the City as to the most commercially reasonable terms and conditions for any Excess Load requested, which may include, but is not limited to, additional security and payment obligations.

(ii) Installation, Replacement, or Upgrade of Electric Metered Panels. In the event a metered electrical panel is to be installed, replaced, or upgraded on the Development

after the City's electric permit for the Temporary Terminal Power has been finalized, the capacity of the replacement panel shall be subject to the calculation of the Developer's Minimum Load fee as set forth in Section 2(b)(i) below (and illustrated in Exhibit C) for installations, replacements or upgrades that do not increase the Development's Demand Load above the Developer's Minimum Load; provided, that installations, replacements, or upgrades that result in any Excess Load shall not be permitted until approved subject to Section 1(b)(i). The installation, replacement, or upgrade may be credited with the capacity of the Substation already paid pursuant to this Agreement. For replacements and upgrades, the credit for the existing electric metered panel may only be applied if the metered electric panel has been permitted in its existing form, capacity, and location through a finalized Building Division electric permit and still exists on site in the location it was permitted. The credit is pro-rated based on the DML and a 60-year capacity life. For illustrative purposes, see examples in **Exhibit C**.

(c) Substation Location and Service Points. The location of the Substation will be as indicated on **Exhibit B.** The service points (the "**Service Points**") for the conduit and wiring to serve the Property when constructed will be as indicated on **Exhibit B**. The City shall not modify the location of the Service Points without Developer's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

2. Total Costs and Fees for the Substation, the Subtransmission Facilities, and Distribution Facilities.

(a) Costs. The estimated costs for the Substation, the Subtransmission Facilities, and the Distribution Facilities are set forth below:

(i) *Total Substation Costs*. The estimated total costs for the construction and commissioning of the Substation shall include, but not be limited to, costs for the design, engineering, procurement, construction, project management, testing and commissioning of the Substation, together with any contracts or sub-contracts with third parties to provide or perform such work and materials (collectively, the "**Total Substation Costs**"). The Parties hereby acknowledge and agree the Total Substation Costs are estimated to be $41,000,000 as of the second quarter of 2024 and based on the most current bids received by the City for a similar installation. Developer shall receive a fixed credit of $1,706,640 for the amount paid for the Ontario Substation capacity (**"Ontario Capacity Credit"**), provided, that this credit shall be deemed to constitute exhaustion of all rights to the 6.67 MVA of capacity under the April 2, 2018 Substation Capacity Assignment Agreement executed by the Parties and Burbank Industrial Investors, LP (recorded in the Official Records of Los Angeles County on May 31, 2018 as Document No. 20180536732), and that such capacity shall be no longer available under such Substation Capacity Assignment Agreement. Developer shall receive a fixed 30.9% credit of the actual costs of Total Substation Costs to construct the new Substation, up to a maximum credit of $12,666,767 (**"Substation Credit"**).

(ii) *Total Subtransmission Facilities Costs*. The estimated total costs for the construction and commissioning of the Subtransmission Facilities shall include, but not be limited to, costs for the design, engineering, procurement, construction, project management, testing and commissioning of the Subtransmission together with any contracts or sub-contracts with

third parties to provide or perform such work and materials (collectively, the "**Total Subtransmission Facilities Costs**"). The parties hereby acknowledge and agree the Total Subtransmission Facilities Costs are estimated to be $22,466,170 as of the second quarter of 2024.

(iii) *Total Distribution Facilities Costs*. The estimated total costs for the commissioning of the Distribution Facilities up to the Service Points shall include, but not be limited to, costs for the design, engineering, procurement, substructure construction (including conduit system, manholes, street resurfacing) cable installation, project management, testing and commissioning of the Distribution Facilities, together with any contracts or sub- contracts with third parties to provide or perform such work and materials (collectively, the "**Total Distribution Facilities Costs**"). Developer is responsible for the construction and the costs of the substructure, including conduit system, manholes, and street resurfacing past the Service Points. The Parties hereby acknowledge and agree the Total Distribution Facilities Costs are estimated to be $13,435,840 as of the second quarter of 2024.

The term "Total Project Costs" shall mean the sum of the Total Substation Costs, Total Subtransmission Facilities Costs and Total Distribution Facilities Costs.

(b) Fees and Costs. Developer shall pay the following fees to the City:

(i) *Developer's Minimum Load Fee*. With respect to the Developer's Minimum Load, Developer shall be obligated to pay the Total Subtransmission Facilities Costs, the Total Distribution Facilities Costs, and its pro rata portion of the Total Substation Costs based on the relation that the Developer's Minimum Load bears to the total capacity of the Substation in MVA, less any credits, in accordance with the following formula (the "**Developer's Minimum Load Fee**"):

Developer's Minimum Load Fee = TS – (CRO + CRS) + TT +TD

Developer's Minimum Load Fee = $41,000,000 –($1,706,640 + $12,666,767) + $22,466,170

+$13,435,840

Developer's Minimum Load Fee = $62,528,603

Where:

TS	=	Total Substation Costs.
TT	=	Total Subtransmission Facilities Costs.
TD	=	Total Distribution Facilities Costs.
CRO	=	Total credit for the Ontario Substation Capacity
CRS	=	Total credit to construct the new Substation

The actual Total Distribution Facilities Costs shall be tracked by the City, and Developer shall be invoiced for any amount spent in excess of the estimated Total Distribution Facilities Costs collected (the "Distribution Costs **True-up**"), within sixty (60) days of completion of the Distribution Facilities.

The actual Total Subtransmission Facilities Costs shall be tracked by the City, and Developer shall be invoiced for any amount spent in excess of the estimated Total Subtransmission Facilities Costs (the "Subtransmission Costs **True-up**"), within sixty (60) days of completion of the Total Subtransmission Facilities.

The actual Total Substation Costs shall be tracked by the City, and Developer shall be invoiced for any amount spent in excess of the estimated Total Substation Costs less Substation Credit and Ontario Capacity Credit (the "Substation Costs **True-up**"). The City shall invoice within sixty (60) days of completion of the Substation.

Developer shall be issued a refund for any amounts not spent of the Total Project Costs within sixty (60) days after the Final Completion Date in Section 7 below.

(ii) If after the execution of this Agreement and full payment of the Developer's Minimum Load fee, Developer wishes to relinquish its right to any unused portion of the 27.640 MVA, Developer shall use good faith efforts to negotiate with the City to sell that unused portion back to the City.

(iii) Developer shall not sell the rights to any portion of the 27.640 MVA to any entity other than the City.

(c) Developer Fees.

(i) Developer agrees and acknowledges that it shall pay to the City the sum of the Developer's Minimum Load Fee in the form of aid-in-construction payments ("**AIC Payments**").

(ii) The City agrees that Developer will not be required to make AIC Payments in excess of the Developer's Minimum Load Fee and True-up in order for the City to complete the Distribution Facilities; provided, that Developer shall still be required to pay any other customary fees necessary to develop and energize the Property, including permits and application fees.

(iii) Developer acknowledges that the Developer's Minimum Load Fee does not include on-site charges past the Service Points, including, but not limited to, infrastructure, switches, switch pads, transformers, transformer vaults, metering, inspections, and equipment for any actual work on the Property, past the Service Points, and that such fees and costs incurred for such items shall require Developer to pay additional amounts to the City for such items.

3. Granting and Recording of Substation Easement and Subsurface Easement.

Concurrently with the recording of this Agreement, Developer agrees to grant to the City and record (i) the Substation Easement, which shall be a permanent electric utility easement for the Substation Land as described in the Substation Easement in substantially the form of Attachment 1 hereto, (ii) subsurface underground conduit easements located where the Substation Easement is held (collectively, "**Subsurface Easements**") in substantially the form of Attachment 2 hereto.

4. AIC Payments.

(a) Delivery of AIC Payments. Developer agrees to irrevocably deposit the balance of the AIC Payments, in immediately available funds denominated in United States currency, with the City, within the timeframe described in Section 5. Developer acknowledges and agrees that the AIC Payments shall have no right to any interest accrued by the AIC Payments and shall be held as cash without any investment.

(b) Exclusivity of Deposit and AIC Payments Funds; Non-Refundable. The City agrees to not commingle the Deposit nor AIC Payments with any other amounts held on behalf of Developer or any other party. The City acknowledges that the Deposit and AIC Payments are for the sole and exclusive purpose of paying for a portion of the costs as Aid-in-Construction (as defined in the BWP Rules and Regulations) necessary to providing Electric Service to the Property for the Developer's Minimum Load. Developer acknowledges and agrees that the AIC Payments shall be non-refundable and hereby waives any and all rights to receive a refund of the AIC Payments; provided however, the City agrees that a credit shall run with the land in accordance with sub-clause (c) below. The City will initially use the Deposit and AIC Payments to pay for, and such use will be credited against a portion of the Developer's Minimum Load Fee.

(c) AIC Payments Run With the Property. The AIC Payments and the covenant that the BWP Rules and Regulations have been complied with in exchange for the complete payment of the AIC Payments and other fees required by Section 5(a), shall run with the land until the Property is energized up to the Developer's Minimum Load. Any change in corporate structure of Developer, subdivision or sale of the Property to a third party, or any other change in ownership of the Property shall have no effect on the AIC Payments. The Deposit and AIC Payments made hereunder shall be for the benefit of Developer and any successor owner of the Property and the City shall apply the AIC Payments as a credit toward such future party's costs for the Substation Capacity and the Distribution Facilities.

5. Payment Milestones. The City will invoice Developer for the remaining portion of the Developer's Minimum Load Fee in accordance with the schedule set forth herein and Developer shall pay such invoices within thirty (30) days of receipt of such invoice. The City shall invoice Developer thirty (30) days prior to each of the payment dates set forth in Section 5(a) below. Developer's obligations to make payments on the dates are as set forth below.

(a) (i) Estimated due dates. The Developer's Minimum Load Fee minus Deposit

already paid, shall be paid on the below dates subject to the City using good faith diligent efforts to complete the work under this Agreement:

Milestone	Amount	Estimated Due Date
AIC Payment #1	$22,775,970	Oct 2024
AIC Payment #2	$712,570	May 2025
AIC Payment #3	$225,000	May 2025
AIC Payment #4	$2,050,000	Oct 2025
AIC Payment #5	$17,689,970	Oct 2025
AIC Payment #6	$19,670,093	Nov 2025
Distribution Costs True-Up		Jan 2026
Substation Costs Initial True-Up		Jan 2026
Subtransmission Costs True-Up		Nov 2026
Substation Costs Final True-Up		Dec 2028
Final True-Up Payment		Jun 2029

(a)(ii) Deposit. As of the execution of this Agreement, Developer has paid $22,775,970 in AIC deposits as follows:

Deposit	Amount
Feasibility Study 1	$25,000
Feasibility Study 2	$50,000
Temporary Construction Power Material (Partial)	$494,000
Temporary Terminal Power Material	$1,411,000
Inspections Phase 1	$40,000
Temporary Power Phase 1 - Engineering, Labor, Equipment	$860,000
Temporary Power Phase 2 Engineering	$100,000
Phase 3 Material Deposit – Sub-transmission Cable, Substation Transformer, Substation Engineering for Procurement	$9,257,700
Phase 3 Power Deposit T&D Engineering	$200,000
Temporary Terminal Power Phase 2 - 12kV Distribution	$7,110,070
Temporary Terminal Power 2 - 17 MVA Distribution Substructure and Phase 2 Inspections	$3,228,200

6. BWP Rules and Regulations. The BWP Rules and Regulations provide that a customer facility of 5 MW or above requires that the customer's site include a substation with at least two power transformers and two high side lines. Developer and the City agree and acknowledge that the full payment by Developer of its payment obligations set forth herein, together with the granting and recordation of the Substation Easement and Subsurface Easements, shall satisfy such requirement with respect to Developer's Minimum Load for a capacity up to 27.640 MVA.

7. Scheduled Completion Date. The City shall use commercially reasonable efforts to make distribution feeders from a substation available for energization of Temporary Terminal Power at the Developer's Minimum Load of Electrical Service to the Property by July 31, 2025 (the "**Scheduled Completion Date**"), provided that Developer completes all required onsite substructure, offsite substructure and 12kV switchgear work necessary for the City's construction, and provides the City the access to commence onsite work by September 2, 2024. The anticipated "**Final Completion Date**" of the Permanent Terminal Power is second quarter, 2028, but such date may be adjusted based on a number of factors that may impact the design, construction and implementation. The total capacity of the Substation shall be at the sole discretion of the City.

8. Panel Rating; Operational Limits. Developer has stated, and the City has agreed, that the Airport terminal panel schedule for the Development will be structured with a bus tie and kirk-key or electrical interlock scheme that will provide for operational redundancy for the electrical panels. Any configuration that would allow two 12kV feeders to be paralleled will require a kirk-key or electrical interlock scheme (break before make) to be installed. Therefore, during normal operation, the load on each panel shall not exceed 65% of each panel rating ("**Panel Rating Exceedance**"). The panel rating is based on the primary tap rating of the current transformer (CT) for the main circuit breaker of the panel. Developer shall set its protective relay settings in a manner that reasonably limits their electrical load to avoid Panel Rating Exceedance. If at a future date, Developer desires to permanently change the operation scheme of this design, Developer shall notify the City of a proposed change and the implementation of any changes shall be subject to the City's review and approval. Upon any Panel Rating Exceedance or any request by Developer to change the operation scheme, the City shall recalculate the total load of the Development based on 81.25% of fully rated electrical meter panels rating and may assess additional substation capacity charges that apply. Charges assessed will be in accordance with rates applicable to the time period in which the Panel Rating Exceedance occurred. Any additional charges shall be invoiced by the City and paid by Developer within sixty (60) days of receipt of such invoice.

9. Does Not Constitute Project Approval. Developer acknowledges and agrees that the City's approval of this Agreement does not constitute, and will not provide any assurance of, the City's approval of the Project, any budget approvals relating thereto, the Developer's Documentation applications, the environmental review or any other item relating or arising out of the Project or any portion thereof. The City shall not be liable to the Developer under this Agreement for failure to approve any such items. This Agreement does not provide Developer any vested rights in Electric Service.

10. Representations and Warranties. Developer represents and warrants to the City that:

(a) Developer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has full power to execute, deliver and perform this

Agreement.

(b) The execution, delivery and performance of this Agreement have been and remain duly authorized by all necessary joint powers authority action and do not contravene the Developer's constitutional documents or any contractual restriction binding on the Developer or its assets.

(c) This Agreement constitutes the legal, valid and binding obligation of the Developer enforceable against Developer in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principles.

(d) The execution and delivery by Developer of this Agreement does not, and the performance by Developer of its obligations hereunder (with or without the giving of notice or lapse of time or both) will not, directly or indirectly, (a) violate any applicable law or any provision of any security issued by Developer, (b) conflict with, result in a breach of the provisions of or constitute a default under any of the organizational documents of Developer, (c) violate any other agreement, instrument or undertaking to which Developer is a party or by which it or any of its property is bound or (d) require any license, consent or approval of any governmental authority.

11. Miscellaneous.

(a) Notices. All notices, advice and other communications under this Agreement shall be made in writing and given by overnight delivery, fee prepaid, via any reputable overnight courier service with national reputation and a reliable tracking system. Notices and advices are to be addressed to each party as provided below and shall be deemed to have been duly given when received or when delivery is refused (as the case may be) as indicated on the business records of such overnight courier service. Each party may establish a new address from time to time by written notice to the other given in accordance with this Section. Notice to outside counsel designated by a party entitled to receive notice is for convenience only and is not required for notice to a party to be effective in accordance with this Section.

Address for Developer:

Burbank Glendale Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505
Attn: Executive Director
Email: jhatanaka@bur.org

Address for the City:

City of Burbank
Burbank Water and Power
164 W. Magnolia Blvd.
Burbank, CA 91502-1720
Attn:_____
Email: _____

With a copy to: City of Burbank
City Attorney's Office
275 East Olive Avenue
Burbank, CA 91502
Attn: BWP Counsel
Telephone: 818-238-5702
Fax No.: 818-238-5724

(b) Entire Agreement; Modification. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior discussions, representations, communications and agreements (oral and written) by and among the Parties with respect thereto; provided, however, this Agreement is not intended to, and shall not be construed as, superseding the Development Agreement or Developer's vested rights thereunder. Neither this Agreement nor any terms hereof shall be waived, modified, supplemented or terminated in any manner whatsoever, except by a written instrument signed by all Parties and then only to the extent expressly set forth in such writing. If there is a conflict between this Agreement and BWP's Rules and Regulations regarding the rights and obligations set forth in this Agreement, this Agreement shall control.

(c) Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law.

(d) Duplicate Originals; Counterparts. This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

(e) Revision and Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

(f) Assignment; Subdivision. Developer shall not assign this Agreement without the prior written consent of the City, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, this Agreement shall be binding on any successor owner of the Property. In the event Developer subdivides the Property in accordance with its rights under the Development Agreement, the Developer and City shall use commercially reasonable efforts to enter into such amendments or replacement agreements of this Agreement to ensure that the intended rights and obligations described hereunder shall be preserved.

(g) Ambiguity; Headings and Construction of Certain Terms. The Parties agree that this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. Words used in this

Agreement may be used interchangeably in singular or plural form, and any pronoun shall be deemed to cover all genders. Section headings are for convenience only and shall not be used in interpretation of this Agreement. "**Herein**," "**hereof**" and "**hereunder**" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision; and "**Section**" refers to the entire section and not to any particular subsection, paragraph or other subdivision.

(h) No Dedication. Any undertaking by one Party to the other Party under any provisions of this Agreement shall not constitute the dedication of the City of Burbank's electric system or any portion thereof to the public or to Developer (including its successors, assigns, licensees, customers, invitees, licensees, tenants, lessees, subtenants, concessionaires, officers, employees or agents).

(i) Limitation of Liability. In no event and under no circumstances shall one Party be liable to the other Party for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise for any other economic, consequential, indirect or special damages. The City makes no representations or warranties to Developer.

(j) Force Majeure. Delay in the performance or non-performance in whole or in part by the City is not a breach of its duty or obligations under this Agreement if such performance has been made impracticable by a Force Majeure. The term "**Force Majeure**" includes, but is not limited to, war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, an act of God or the public enemy, terrorist act, military action, epidemic, famine, plague, action of the court or public authority, strike or go-slow or similar labor difficulty.

(k) Limitation on Remedies; Limitation on Liability. In the event that the City cannot make the energization of the distribution feeders available at the Service Points on or prior to the Scheduled Completion Date, Developer acknowledges that its sole remedy for such failure is for specific performance by the City to provide sufficient electrical capacity for the Developer's Minimum Load from any other substation. In no event and under no circumstances shall the City be liable to Developer for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise for any other economic, consequential, indirect or special damages.

(l) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

(m) Governing Law; Jurisdiction. To the extent permitted by applicable law, this Agreement shall be governed by the laws of the State of California (without giving effect to its conflicts of law rules).

[Signature Page and Acknowledgements Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEVELOPER:

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY,

By: _____

Name:_____

Title:_____

Authorized Signatory

CITY:

CITY OF BURBANK

By:_____

Name:_____

Title: _____

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 _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

_____

Notary Public (Seal)

Exhibit A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREINBELOW IS SITUATED IN THE CITY OF BURBANK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL DESCRIPTION:

APN:

Address:

Exhibit B

Service Points

(GIS map showing Substation location and Service Points.)

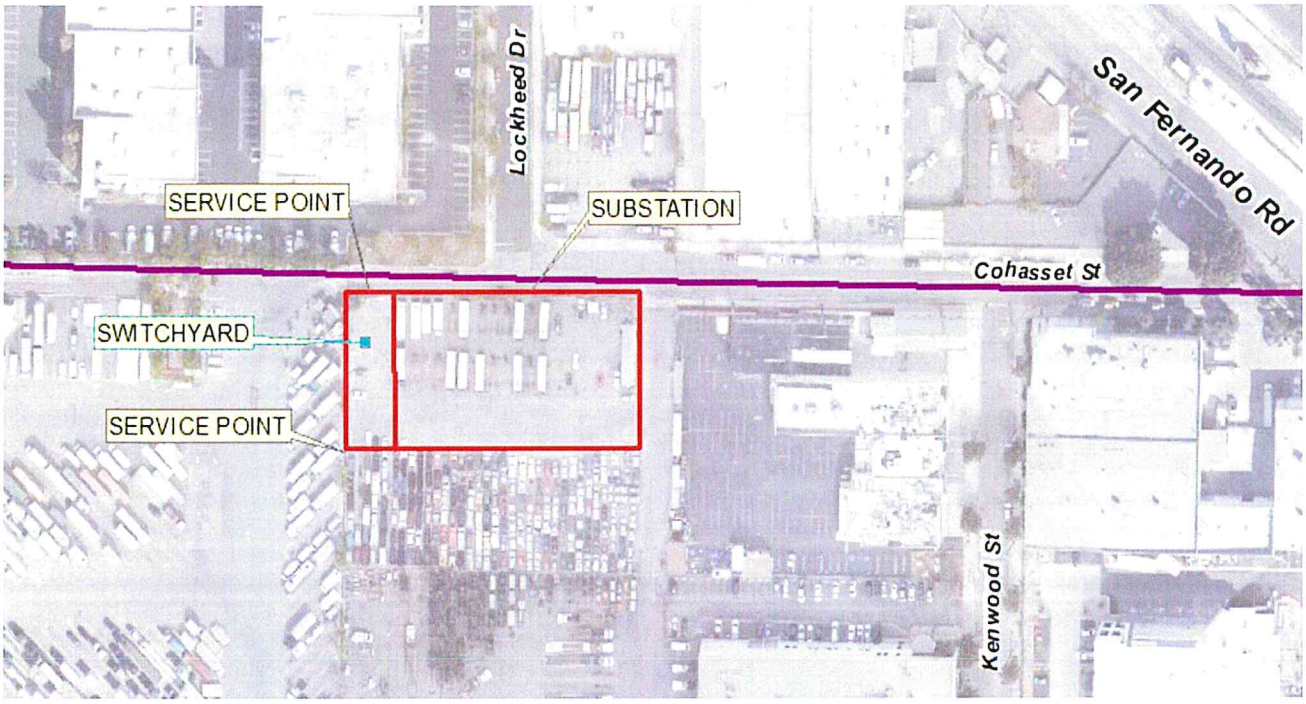


Exhibit C

Customer Panel installation, upgrade, or replacement examples

Example 1: Replace panels with smaller size at year 20

Developer's Minimum Load (DML) = 27.640MVA

*Replacement Developers minimum load (RDML) = 22 MVA

Panel Capacity Life (PCL)= 60 years

Used Capacity Life (UCL)= 20 years

Adjusted DML = DML – [(DML/PCL) * UCL] = 27.640 – [(27.640/60)* 20] = 18.427MVA

Capacity fee for replacement 22MVA capacity= (RDML - Adjusted DML) * $1,025,000[2]

= (22MVA-18.427MVA) * $1,025,000
=$3,662,325

Example 2: Replace panels with smaller size at year 10

Developer's Minimum Load (DML) = 27.640MVA

*Replacement Developers minimum load (RDML) = 20 MVA

Panel Capacity Life (PCL)= 60 years

Used Capacity Life (UCL)= 10 years

Adjusted DML = DML – [(DML/PCL) * UCL] = 27.640 – [(27.640/60)* 10] = 23.033MVA

Capacity fee for replacement 27.640 MVA capacity= (RDML - Adjusted DML) * $1,025,000[2]

= (20MVA-23.033MVA) * $1,025,000
=-$3,108,825

In the event of a negative value, no additional payment is due to the City. This indicates the customer has additional capacity at this time.

Example 3: Replace panels with smaller size at year 60

Developer's Minimum Load (DML) = 27.640MVA

*Replacement Developers minimum load (RDML) = 22 MVA

Panel Capacity Life (PCL)= 60 years

Used Capacity Life (UCL)= 60 years

Adjusted DML = DML – [(DML/PCL) * UCL] = 27.640 – [(27.640/60)* 60] = 0MVA

Capacity fee for replacement 22MVA capacity= (RDML - Adjusted DML) * $1,025,000[2]

= (22MVA - 0MVA) * $1,025,000
=$22,550,000

Example 4: Replace panels with Excess Capacity at year 20

Developer's Minimum Load (DML) = 27.640MVA

*Replacement Developers minimum load (RDML) = 36 MVA

Panel Capacity Life (PCL)= 60 years

Used Capacity Life (UCL)= 20 years

Fee due to the City for the first 27.640 MVA (partial RDML)

Adjusted DML = DML – [(DML/PCL) * UCL] = 27.640 – [(27.640/60)* 20] = 18.427MVA

Capacity fee for replacement 27.640 MVA capacity= (RDML - Adjusted DML) * $1,025,000[2]
= (27.640MVA - 18.427MVA) * $1,025,000
=$9,443,325

Additional fee due to the City for the remaining 8.36 MVA (remaining RDML): The fee for this Excess Capacity is subject to good faith negotiations between the City and the Developer. Excess Capacity will be energized after negotiations are completed and agreed to by the City and the Developer.

*RDML is calculated as the sum of all existing electrical metered panel owned by the Airport as listed in Exhibit E including any modifications being proposed.

[2] Subject to Handy-Whitman Index increases

Exhibit D

GIS Map of Airport Development (in red)

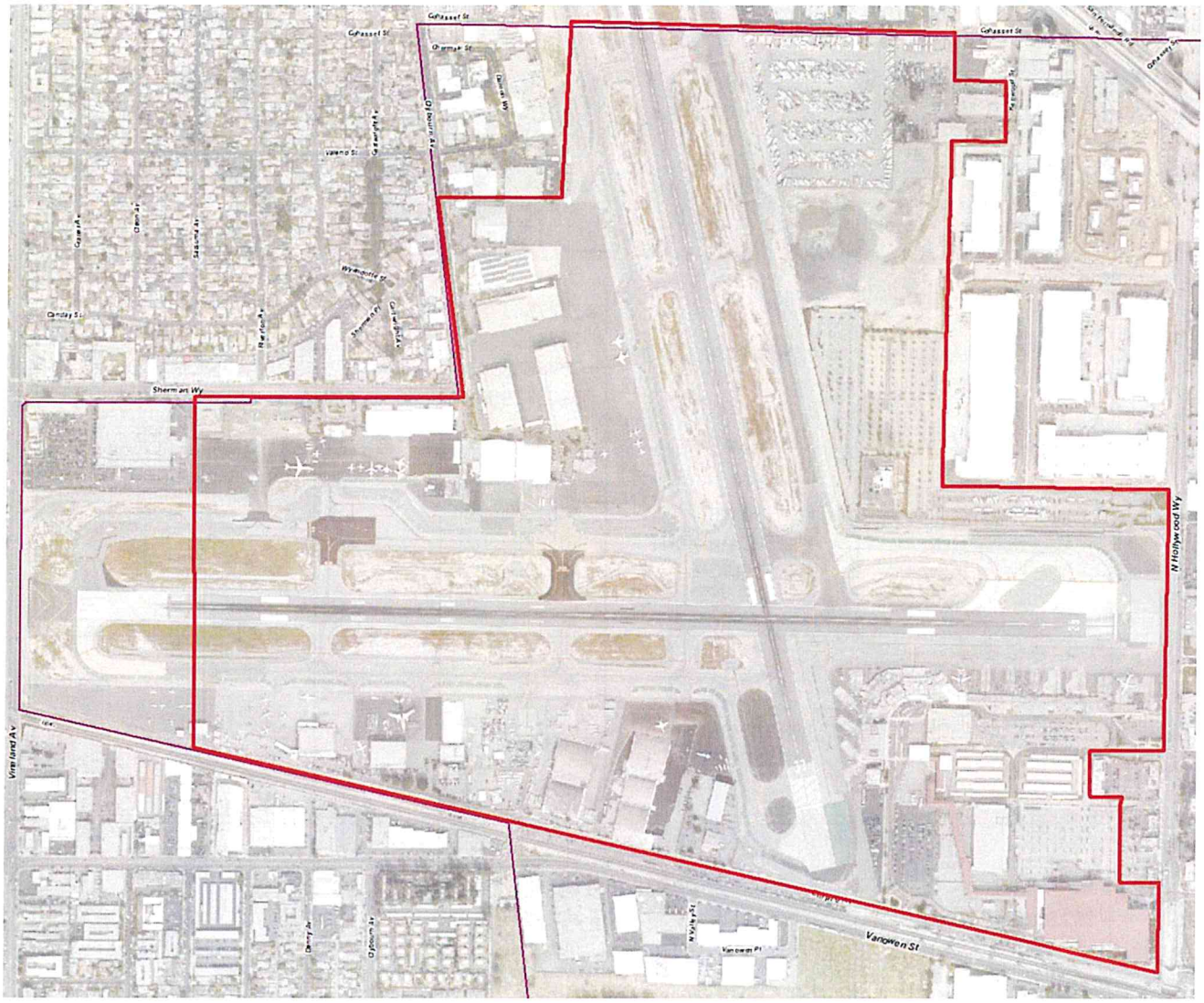


Exhibit E

List of metered electrical panels on the Airport Development

ADDRESS	SERVICE POINT CUSTOMER	TELEPHONE #	AMPACITY	VOLTAGE	KVA
3850 1/3 COHASSET ST	MV TRANSPORTATION	7127643787 7078638980 7078638944 3103879807	200	240	48.00
3111 KENWOOD ST	HERTZ ENTERTAINMENT SERVICES	4052804619 4052804404 4052804628	1200	480	997.66
3103 KENWOOD ST	HERTZ ENTERTAINMENT SERVICES	SAME AS ABOVE	2000	480	1,662.77
2821 HOLLYWOOD WAY	FAA	4059545200 4059549746 4059542201	600	208	216.16
2761 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	400	208	144.11
2527 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188408840 8187292239 8188400358 8188408830	1200	480	997.66

2527 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188408840 8187292239 8188400358 8188408830	1200	480	997.66
2501 HOLLYWOOD WAY	AVAIRPROS SERVICES, BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	5103822150 4142659452	4000	480	3,325.54
2555 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188408840 8187292239 8188400358 8188408830	400	480	332.55
2509 HOLLYWOOD WAY	BWP EV CHARGER		200	208	72.05
SAME AS ABOVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	600	480	498.83
3701 EMPIRE AVE	SAME AS ABOVE	SAME AS ABOVE	600	480	498.83
2627 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188408840 8187292239 8188400358 8188408830	600	2400	2,494.15
2627 HOLLYWOOD WAY	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188408840 8187292239 8188400358 8188408830	600	2400	2,494.15

4207 EMPIRE AVE	FAA	4059549746 4059545200 4059542201	200	208	72.05
4209 EMPIRE AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	100	208	36.03
4209 EMPIRE AVE UNIT A	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	SAME AS ABOVE	600	208	216.16
4301 EMPIRE AVE	AVJET CORPORATION	8188416190 8188416209 8185241710	150	208	54.04
4405 EMPIRE AVE	AVJET CORPORATION	SAME AS ABOVE	800	480	665.11
4411 EMPIRE AVE	AVJET CORPORATION	SAME AS ABOVE	400	480	332.55
4215 EMPIRE AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	1600	480	1,330.22
4517 EMPIRE AVE	AVIS RENT A CAR	8663224547 5093210924 5093297295	100	240	24.00

4525 EMPIRE AVE	AVIS RENT A CAR	SAME AS ABOVE	100	240	24.00
4521 EMPIRE AVE	THE HERTZ CORPORATION	4057753663 4052804404 8002523758	400	240	96.00
4521 EMPIRE AVE	THE HERTZ CORPORATION	4057753663 4052804404 8002523758	200	240	48.00
4527 EMPIRE AVE	THE HERTZ CORPORATION	SAME AS ABOVE	100	240	24.00
SAME AS ABOVE	THE HERTZ CORPORATION	SAME AS ABOVE	70	240	16.80
4531 EMPIRE AVE	MERCURY AIR CENTER	8188412966 8188419808	400	480	332.55
4561 EMPIRE AVE HANGAR 2	DELUX PUBLIC CHARTER	9494734915	100	240	24.00
4561 EMPIRE AVE HANGAR 2	DELUX PUBLIC CHARTER	SAME AS ABOVE	225	240	54.00

4700 EMPIRE AVE	AMERIFLIGHT INC	8189805005 9724263066	400	240	96.00
4700 EMPIRE AVE	AMERIFLIGHT INC	SAME AS ABOVE	400	240	96.00
4700 EMPIRE AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	70	240	16.80
4700 EMPIRE AVE	AMERIFLIGHT INC	8189805005 9724263066	400	240	96.00
4700 EMPIRE AVE	AMERIFLIGHT INC	SAME AS ABOVE	400	240	96.00
4700 EMPIRE AVE	AMERIFLIGHT INC	SAME AS ABOVE	200	120	24.00
4700 EMPIRE AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	100	120	12.00
6920 VINELAND AVE	AVELO AIRLINES INC	8017354071	200	208	72.05

10832 SHERMAN WAY	FAA	4059549746 4059545200 4059542201	200	240	48.00
10670 SHERMAN WAY UNIT B1	MERCURY AIR CENTER	8188412966 8188419808	1600	480	1,330.22
2600 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	600	480	498.83
10600 SHERMAN WAY	FAA	4059549746 4059545200 4059542201	200	240	48.00
2800 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	600	480	498.83
2800 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	SAME AS ABOVE	800	208	288.21
2920 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	SAME AS ABOVE	400	480	332.55
2900 CLYBOURN AVE	WARNER BROS GTC AVIATION INC	8189544925 8189543470 8189546543 8189546465	400	480	332.55

2940 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	400	480	332.55
2910 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	SAME AS ABOVE	400	480	332.55
2930 CLYBOURN AVE	THORNTON AIRCRAFT COMPANY LLC	8182302206 4063708849	400	480	332.55
3010 CLYBOURN AVE	WALT DISNEY CO	8185604633	400	480	332.55
3011 CLYBOURN AVE	WALT DISNEY CO	SAME AS ABOVE	400	480	332.55
3020 CLYBOURN AVE	NETFLIX INC	6532778205	400	480	332.55
3050 CLYBOURN AVE	STAR AVIATION	6262782464	800	480	665.11
3040 CLYBOURN AVE	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	8188409456 8188408840 8183813344 6263354513	800	480	665.11

3070 CLYBOURN AVE	FAA	4059549746 4059545200 4059542201	400	480	332.55
2827 N HOLLYWOOD WAY BUR REPLACMENT TERMINAL	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY		200	12470	4,319.73
2827 N HOLLYWOOD WAY BUR REPLACMENT TERMINAL	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY		200	12470	4,319.73
2827 N HOLLYWOOD WAY BUR REPLACMENT TERMINAL	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY		400	12470	8,639.47
2827 N HOLLYWOOD WAY BUR REPLACMENT TERMINAL	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY		400	12470	8,639.47
PROJECTED LOAD ON AIRPORT DEVELOPMENT (PL)					51,592.191
DEVELOPMENT'S DEMAND LOAD (DDL) = PL * 65%					**33,534.924**

Attachment 1

Substation Easement

(see attached)

RECORDING REQUESTED BY AND WHEN
RECORDED, MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, California 91510

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is $0.00
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens of encumbrances remaining at time of sale.
( ) Unincorporated area **(X) City of Burbank**

EASEMENT DEED
(Substation)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the **BURBANK -GLENDALE - PASADENA AIRPORT AUTHORITY, a joint powers agency** ("Grantor"), hereby **GRANTS to the CITY OF BURBANK, a municipal corporation**, a permanent easement and right of way for electric service **public utility** purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California:

Please see the Legal Description as Exhibit A and the Plat Map as Exhibit B, attached and made a part hereof.

ALSO KNOWN AS: **ADDRESS**
Assessor's Identification Number: **APN:**

Date: _____

[SIGNATURE PAGE FOLLOWS]

Mail tax statements to: THE CITY OF BURBANK, Community Development Department, Housing & Economic Development Division, P.O. Box 6459, Burbank, CA 91510-6459

IN WITNESS WHEREOF, Grantor has caused this Easement Deed (Substation) to be executed as the date first written above.

GRANTOR:

BURBANK -GLENDALE -PASADENA
AIRPORT AUTHORITY

By: _____

Name:_____
Authorized Person

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 _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

_____

Notary Public (Seal)

EXHIBIT D
Legal Description

(see attached)

EXHIBIT E
Plat Map

(see attached)

ATTACHMENT TO EASEMENT DEED

Approved as to description_____, 2025

_____
City Engineer, City of Burbank

Name_____

Approved as to form_____, 2025

_____
City Attorney, City of Burbank
Joseph H. McDougall

I certify that this document covers City Business within the meaning of Section 6103 of the Government Code.

_____
City Clerk, City of Burbank
Kimberly Clark

Attachment 2

Subsurface Easements

(see attached)

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Burbank
P. O. Box 6459
Burbank, California 91510

Space Above This Line for Recorder's Use

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Burbank and therefore is exempt from the payment of the recording fee pursuant to Government Code § 6103 and § 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code § 11922.

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX is $0.00
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens of encumbrances remaining at time of sale.
( ) Unincorporated area **(X) City of Burbank**

EASEMENT DEED
(Subsurface)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged:

1. Grant of Easement. **The Burbank-Glendale-Pasadena Airport Authority, a joint powers agency** ("Grantor"), hereby **GRANTS to the CITY OF BURBANK, a municipal corporation** ("Grantee"), a permanent subsurface easement and right of way ("Easement") for electric service public utility purposes in, over, under, along, upon and across the following described real property in the City of Burbank, County of Los Angeles, State of California:

   Please see the Legal Description as Exhibit A and the Plat Map as Exhibit B, attached and made a part hereof.

2. Purpose of Easement. The purpose of this Easement is for the construction, improvement, maintenance, and repair of underground electric service utilities and other appurtenant structures.

3. Maintenance of Easement. Grantee shall maintain and repair the utility pipes and its appurtenant structures so as not to damage the property burdened by this Easement, or any other property.

4. Interference. Grantor may use the surface above the Easement, PROVIDED that its use does not interfere with or cause damage to the utility pipes and appurtenant structures below the surface, PROVIDED FURTHER that prior to constructing any building or planting any trees within the Easement Grantor shall obtain the written consent of Grantee, which consent shall not be unreasonably withheld. Grantor may construct a fence or other obstruction on Grantor's property, PROVIDED however that Grantor does not prohibit or impede Grantee's access to the Easement. Grantor may grant other non-exclusive easement rights in and to the Easement; PROVIDED, however, that no other utility pipe, line, or structure shall be located closer than five (5) feet parallel to the Grantee's utility pipe and/or appurtenances; and, PROVIDED FURTHER, that prior to installation of any utility pipe, line, or structure that crosses the Easement, Grantor shall obtain the

written consent of Grantee, which consent shall not be unreasonably withheld. If, in exercising any right to use the surface above the Easement or grant other easements, the Easement is disturbed, Grantor shall return the Easement to its condition prior to its disruption, at Grantor's sole cost and expense.

ALSO KNOWN AS: **ADDRESS**
Assessor's Identification Number: **APN:**

Date: _____

[SIGNATURE PAGE FOLLOWS]

Mail tax statements to: THE CITY OF BURBANK, Community Development Department, Housing & Economic Development Division, P.O. Box 6459, Burbank, CA 91510-6459

IN WITNESS WHEREOF, Grantor has caused this Easement Deed (Subsurface) to be executed as the date first written above.

GRANTOR:

BURBANK -GLENDALE -PASADENA AIRPORT AUTHORITY,

By: _____

Name:
Authorized Person

GRANTEE:

CITY OF BURBANK, a municipal corporation

By: _____

Name: _____

Title: _____

[Signature of Parties must be notarized as required by the County Recorder's Office. Please attach appropriate acknowledgements.]

Approved as to Form
Office of the City Attorney

By:_____

Name of Attorney
Senior Assistant City Attorney

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 _____)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

_____

Notary Public (Seal)

Exhibit A

May 21, 2025

Ms. Cathryn Cason
Manager, Los Angeles Airports District Office
Federal Aviation Administration
777 S. Aviation Blvd., Ste. 150
El Segundo, CA 90245

Re: Hollywood Burbank Airport
Replacement Passenger Terminal Project Electrical Service

Dear Ms. Cason:

With reference to past discussions regarding long-term electric service from Burbank Water Power for the Replacement Passenger Terminal ("RPT") project, attached please find a memorandum on the negotiations between the Burbank-Glendale-Pasadena Airport Authority ("BGPAA") and the City of Burbank ("City"). Also attached is a copy of the proposed Electrical Services Agreement between BGPAA and the City.

The memorandum discusses the development of temporary power, distribution facilities, and substation alternatives. A discussion of the preferred solution for permanent power, along with the business terms in support of such solution, is also included in the memorandum.

The Authority acknowledges that much time has passed since our first discussion of this matter and appreciates your office's patience in waiting for these documents to be submitted for review.

Airport Staff and Jacobs Project Management, BGPAA's program manager for the RPT project, are available at your convenience should you have any questions or wish to discuss this further.

Sincerely,

John T. Hatanaka
Executive Director

cc: V. Globa, FAA LA ADO
K. David, BGPAA
S. Gunawan-Piraner, BGPAA
P. Lammerding, BGPAA
R. Johnson, Jacobs Project Management Inc.

2627 Hollywood Way • Burbank, California 91505 • (818) 840-8840 • Fax: (818) 848-1173

Attach:

1. Memorandum
2. Proposed Electrical Services Agreement

May 21, 2025

Federal Aviation Administration
777 Aviation Blvd.
El Segundo, CA 90245

Subject: **Burbank-Glendale-Pasadena Airport Authority Negotiations with City of Burbank for Hollywood Burbank Airport Replacement Passenger Terminal Project Electrical Service**

The purpose of this memorandum is to advise the Federal Aviation Administration (FAA) on negotiations conducted by the Burbank-Glendale-Pasadena Airport Authority (BGPAA) with the City of Burbank (City) for electrical service to the Replacement Passenger Terminal (RPT) project at Hollywood Burbank Airport (BUR). The memorandum outlines the development of the power demand for the RPT, summarizes steps taken and alternatives considered to obtain the necessary power, and presents BGPAA's preferred solution for permanent power for the RPT.

BGPAA is seeking the FAA's approval of a proposed Electrical Services Agreement between BGPAA and the City, along with authorization to execute a related easement in favor of the City. The proposed Electrical Services Agreement is included as Attachment A to this memorandum.

I. Background

The existing terminal and parking garage at BUR utilizes approximately 3.5 Megawatts (MW) of electrical power. BUR receives this power from Burbank Water and Power ("BWP"), a publicly regulated utility operating as a department of the City. An initial analysis of the electrical power demand for the RPT facilities was performed around 2017. The analysis concluded that the RPT facilities would require an additional 5 megavolt-amperes (MVA) of electrical power.

BWP proposed that BGPAA receive the additional 5 MVA of power from a new 67 MVA community substation (Ontario Substation) being constructed on City-owned property on the corner of Winona Avenue and Ontario Street. The City was building the Ontario Substation, in part, to service the Avion Development being constructed by Burbank Industrial Investors (BII) on land adjacent to the RPT project site. In 2017, BII and the City executed a Substation Agreement in which BII agreed to pay $6,440,000 to the City. That payment represented the prorated capital costs for 15 MVA of the Ontario Substation, which was identified as the "Minimum Demand Load" required by BII.

In 2018, BGPAA and BII executed a Substation Reimbursement Agreement in which BGPAA agreed to pay $2,146,667 to BII. That payment represented the prorated capital costs for 5 MVA of the 15 MVA from the Ontario Substation that was assigned to BII by BWP. Concurrently, BGPAA, BII, and the City executed a Substation Capacity Assignment Agreement. Under that agreement, BII assigned to BGPAA

33% (5 MVA) of the 15 MVA from the Ontario Substation and an option to purchase 1.667 MVA of additional load.

BGPAA discontinued work on the RPT project in March 2020 based on the impacts of the Covid-19 pandemic. The project was reinitiated in October 2021. An updated electrical power demand analysis was conducted for the RPT project in mid-2022. This analysis was based on a more detailed project definition document that provided more information related to the RPT facilities. The analysis also addressed changes to California statutes and City ordinances related to the number of electric vehicle charging stations required in new parking facilities. The updated power demand analysis showed that the initial projection of 5 MVA power demand was significantly lower than actual future power requirements. The updated analysis showed an approximately 17 MVA power demand for the RPT facilities, with potential demand increases if additional electric vehicle charging stations are be installed in the parking garage.

In addition to the long-term RPT operational electrical power requirements, BGPAA analyzed the electrical power requirements for construction power. The analysis concluded that insufficient power was available to meet the construction needs of the project.

In initial discussions with BWP, BGPAA was informed that any substation to provide additional permanent electrical power to the RPT could not be completed until 2028 at the earliest.

The insufficient available power for long-term operations, the lack of sufficient power for construction, and the gap between BGPAA's projected RPT opening date of October 2026 and BWP's projected 2028 substation completion date necessitated the development of a more robust and sustainable power solution.

II. Proposed Solutions

BGPAA worked closely with BWP to develop solutions for both temporary and long-term power demands that would allow the RPT to stay on schedule to open in October 2026. The solutions are described below.

A. Temporary Power

Because the earliest BWP is able to provide permanent power to the RPT facilities is two years after BGPAA's desired opening date, discussions related to alternatives to obtain temporary power were initiated. BWP's proposed solution for temporary power is described in the proposed Electrical Services Agreement as Distribution Facilities.

Distribution Facilities

BWP will provide four 12kV distribution lines to the RPT project site at BGPAA requested service points near Tulare Avenue west of Kenwood Street, and near Cohasset Street and Lockheed Drive. These lines will originate from the Ontario Substation. Because of existing future power commitments, BWP has made it clear that this is a temporary solution, and that BWP cannot commit to providing this level of electrical power from the Ontario Substation on a long-term basis. This distribution facilities work is shown on Attachment B to this memorandum. When energized, these lines will allow BGPAA to discontinue the use of power generators to provide construction power to the site. The four lines combined will also provide sufficient power to allow commissioning and startup as well as sufficient power to operate the RPT facilities until the new substation is constructed. The first two 12kV lines were scheduled for completion in the third quarter of 2024. The second two lines are scheduled for completion in fourth quarter of 2025. The cost of extending these lines to the RPT project site is $13,435,840. BGPAA will pay

for the design and construction of these improvements under aid-in-construction (AIC) agreements with the City.

B. Permanent Power

The permanent power solution developed for BGPAA includes two primary elements: Subtransmission Facilities; and a new Customer Substation or a new Community Substation.

1. Subtransmission Facilities

BWP will design and construct two new 69kV subtransmission lines originating at the Valley and Ontario Substations to provide power to a new substation serving BUR. These new feeds, along with the power provided by the distribution facilities feeds coming from the Ontario Substation, will provide a redundant power supply for the new substation. This will result in significantly greater operational security. The routing of the Subtransmission Facilities is shown in Attachment C to this memorandum. To provide this redundancy to BGPAA, BWP will have to decommission another substation (Clybourn). These lines will only be available to BGPAA long-term under the Community Substation alternative discussed below and will not be available under the Customer Substation alternative. The total costs for design and construction of the Subtransmission Facilities is $22,466,170. BGPAA will pay for the design and construction of these improvements under AIC agreements with the City.

2. Substation Alternatives

BWP presented two potential substation alternatives to meet BGPAA's long-term power demands. In summary, the two options presented by BWP are:

Development of a Customer Substation:

The first alternative presented by BWP is the development of a 27.64 MVA Customer Substation. The Customer Substation would be sized to provide the projected future power demand for the RPT facilities, plus some additional capacity to meet potential future airport demands. One hundred percent of the power from the Customer Substation would be committed to BUR.

BWP would design and construct the Customer Substation. Once completed, BGPAA would own the Customer Substation and would be responsible for all operations and maintenance ("O&M") costs as well as future refurbishment and replacement ("R&R") costs. BWP would be responsible for maintaining the "front end" of the substation where BWP power feeds come into the facility. The Customer Substation would be located on BGPAA property and would require a space of approximately 26,325 square feet. Attachment D to this memorandum shows the most appropriate location for a Customer Substation.

While BGPAA would be responsible for operations and maintenance of the Customer Substation, BGPAA would be required to grant the City an easement for BWP to access the substation to maintain the portion connected to BWP's high voltage lines. The Customer Substation would receive power from two subtransmission lines which are being installed as part of the Subtransmission Facilities element of the agreement. This is identical to BUR's existing conditions. The estimated capital cost of the Customer Substation is $28,333,233. BGPAA's costs for the Customer Substation would be $28,333,233 minus a $1,706,640 credit

for the unused amount paid for the Ontario Substation capacity, bringing BGPAA's total initial costs down to $25,626,593 for the Customer Substation. BGPAA would pay for the design and construction of the substation through a series of AIC agreements with the City.

Development of a Community Substation:

As an alternative to the Customer Substation, BWP offered a 40 MVA Community Substation. The Community Substation would provide 27.64 MVA to BGPAA, identical to the power BGPAA would receive under the Customer Substation alternative. The additional 12.36 MVA capacity would be used by BWP to support the electrical demand of future development offsite from BUR. BWP would design and construct the Community Substation.

Once completed BWP would own the Community Substation and would be responsible for all operations and maintenance as well as future refurbishment and replacement costs. The Community Substation would be located in the same area as the Customer Substation and would require a space of approximately 35,000 square feet, which is approximately 8,675 square feet more than the space required for a Customer Substation. The most appropriate location for the Community Substation is the same area as a Customer Substation (see Attachment D). The difference in substation footprints between a Customer Substation and a Community Substation are indicated on Attachment E to this memorandum. Similar to the Customer Substation alternative, BGPAA would need to grant the City an easement allowing BWP access to and use of the site.

The Community Substation would be fed by four subtransmission lines providing two new redundant power feeds to the substation increasing electrical power service reliability to BUR. BGPAA's costs for the Community Substation are identical to the costs for the Customer Substation. Under the proposed Electrical Services Agreement, BGPAA would pay the identical amount that would be required for the Customer Substation. BWP would pay the additional costs associated with the additional capacity of the Customer Substation.

Similar to the Customer Substation, BGPAA would pay for the design and construction of the station and associated transmission and distribution lines through AIC agreements with the City.

C. Preferred Solution

After careful consideration of the advantages and disadvantages of the two options, BGPAA has identified the Community Substation as the preferred solution for permanent power to the RPT. The Community Substation alternative offers BGPAA several financial and operational advantages over the Customer Substation alternative.

1. Financial Advantages
    a. Capital Costs
       The initial capital costs for the two alternatives are identical.
    b. Operations and Maintenance Costs
        i. Under the Customer Station alternative, BGPAA would be responsible for 100% of the O&M costs of the substation. Because of the voltage levels in the substation, BGPAA would have to either hire or contract high voltage

electricians for operations and maintenance of the substation. BGPAA has estimated annual O&M costs to be approximately $500,000 beginning in the first year of operations. Depending on escalation and time these annual costs could grow to over $1.5 million in 30-years.

ii. Under the Community Station alternative, BWP would be responsible for 100% of the O&M costs of the station. BGPAA's O&M costs would be $0.

c. Refurbishment and Replacement Costs

i. Under the Customer Station alternative, BGPAA would be responsible for 100% of the R&R costs. The initial capital cost for the substation is $28,333,233 million. Based on an assumed useful life of between 30 to 40 years, and future escalation between 3-4%, the future cost of building a new Customer Substation could run as high at $136,028,000. At a minimum, BGPAA would need to invest approximately $1.3 million/year to ensure sufficient funding to refurbish the station and have sufficient funds to replace it after its useful life expectancy.

ii. Under the Community Station alternative BWP would be responsible for all R&R costs. BGPAA's R&R costs would be $0.

d. Temporary Power Cost Capture

i. As discussed above, BGPAA is paying BWP $13,435,840 for the installation of temporary power for construction and operation of the RPT facilities prior to construction of the new substation (Subtransmission Facilities). These costs go towards payment for four 12kV lines. Under the Customer Substation alternative, BWP cannot commit to permanently energizing the four new 12kV lines because of existing power commitments to other customers that will be needed in the future. Under the Customer Substation alternative, these four new lines would be deenergized once the substation is activated with the two 69kV lines. The $13 million invested in these 12kV lines would be sunk "construction expenses" of no value to BGPAA following construction of the new Customer Substation. Under the Community Substation alternative BWP would reroute portions of the offsite transmission system as part of the City's costs, to allow emergency use of the 12kV temporary power 12kV lines providing permanent value to the $13 million invested in the lines. The four 12kV lines provide the redundant power feeds to the new substation in the event of a failure at the Valley Substation.

e. Capital Costs Summary

As presented above, the initial capital costs for the two alternatives are identical. Under the Customer Substation alternative, BGPAA would have to add up to $2.6 million to its annual budget to provide O&M and R&R costs for the substation. BGPAA's O&M and R&R costs for the Community Substation would be zero dollars. In addition, BGPAA would be able to capture the $13 million expended on temporary power subtransmission lines providing long-term benefit to BUR in the form of redundant power supply options.

2. Operational Advantages

a. Power Reliability

The Community Substation alternative provides several reliability benefits to BGPAA.

i. Redundant Power Subtransmission Lines

As discussed above, under the Community Substation alternative, BWP will permanently energize the four temporary power lines currently under construction to provide construction and temporary power to the site. This provides a redundant source of power to the airport which does not exist today.

ii. Faster Response to Power Outages
As discussed above, under the Community Substation alternative, BWP will have full O&M responsibilities. As the operator of the Community Substation, BWP provides priority emergency response services to substation outages for BWP owned and operated substations verses Customer Substations. This faster response time results in increased resiliency to the airport's power supply.

b. Operations and Maintenance

As discussed above, BGPAA would have responsibility for all O&M of the Customer Substation. Because of the high voltages in the substation, BGPAA would have to hire and/or contract with high voltage electricians to provide routine operations and maintenance activities including emergency response. BGPAA will also have to procure or otherwise ensure the availability of routine repair and replacement parts to keep the substation operational.

III. Business Deal

Under either substation alternative, BGPAA will enter into a permanent easement agreement with the City allowing use of the site shown on Attachment D. As shown in the attachment, the Customer Substation alternative would require approximately 26,325 square feet of property. BGPAA would receive 100% of the power available from the Customer Substation. The easement required by BGPAA would be solely to allow BWP access to service the front end of the substation where the powerlines connect to the facility. BGPAA would conduct 100% of the O&M activities. BGPAA would also be required to fund the eventual replacement of the Customer Substation.

The Community Substation would require approximately 35,000 square feet of property, approximately 8,675 square feet more than the property required for a Customer Substation. Under the Community Substation alternative the City would be responsible for 100% of the O&M activities. The City would also fund the eventual replacement of the Community Substation.

Because BGPAA would not receive 100% of the power from the Community Substation, we have conducted a cost benefit analysis of the revenue potential of the 8,765 additional square feet of airport property above what would be required for a Customer Substation. This represents the portion of BGPAA property that would be utilized by BWP for off-airport use. The analysis is based on the costs BGPAA would incur related to O&M of a Customer Substation if BGPAA chose the Customer Station alternative.

BGPAA developed estimates of O&M costs for the Customer Substation. We looked at four alternatives assuming 30 and 40-year useful life and 3% and 4% escalation rates. Table 1 below shows the calculations of the future value total of operations and maintenance expenses for the four scenarios. As stated above, BGPAA's estimate for operating costs is approximately $500,000 for the first year.

	Estimated Operating Costs				Estimated Operating Costs		
Year 1 Operating Costs	Years	Annual Adjustment			Years	Annual Adjustment	
$500,000	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
		$ 23,787,708	$ 28,042,469			$ 37,700,630	$ 47,512,758

Table 1

BGPAA then estimated the potential annual rent and projected the future value of a long-term lease for the 8,765 square feet of property. The revenue analysis used the most recent ground lease for similar property at BUR. The initial rental rate was set at the most recent rental agreement rate of $2.72 per square foot/year. Annual rate increases were estimated using the same escalation rates as used in the O&M cost estimates. Table 2 below shows the estimated future value of revenues BGPAA would expect from leasing the 8,765 square feet of property.

	Estimated Revenue				Estimated Revenue		
Year 1 Revenue	Years	Annual Adjustment			Years	Annual Adjustment	
$23,596	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
		$ 1,122,590	**$ 1,323,380**			**$ 1,779,168**	**$ 2,242,222**

Table 2

A comparison of the estimated revenue against the estimated O&M costs is presented in table 3 below.

	Years	Annual Adjustment			Years	Annual Adjustment	
	30 Year Life	0.03	0.04		40 Year Life	0.03	0.04
Estimted Operating Costs		$23,787,708	$37,700,629.87			$37,700,629.87	$47,512,757.85
Estimated Revenue		$ 1,122,590	$ 1,323,380			$ 1,779,168	$ 2,242,222
Cost Savings		**$22,665,118**	**$ 36,377,250**			**$ 35,921,462**	**$ 45,270,536**

Table 3

As shown on table 3, BGPAA estimates that over a 30-to-40-year life cycle the potential cost savings associated with the Community Substation are up to 20 times higher than the potential revenue associated with the property.

BGPAA believes that the benefits the Community Substation presents to BUR – increased reliability, expedited response time, and cost savings – justify providing the City with an easement for the siting of a Community Substation.

Sincerely,

John T. Hatanaka
Executive Director

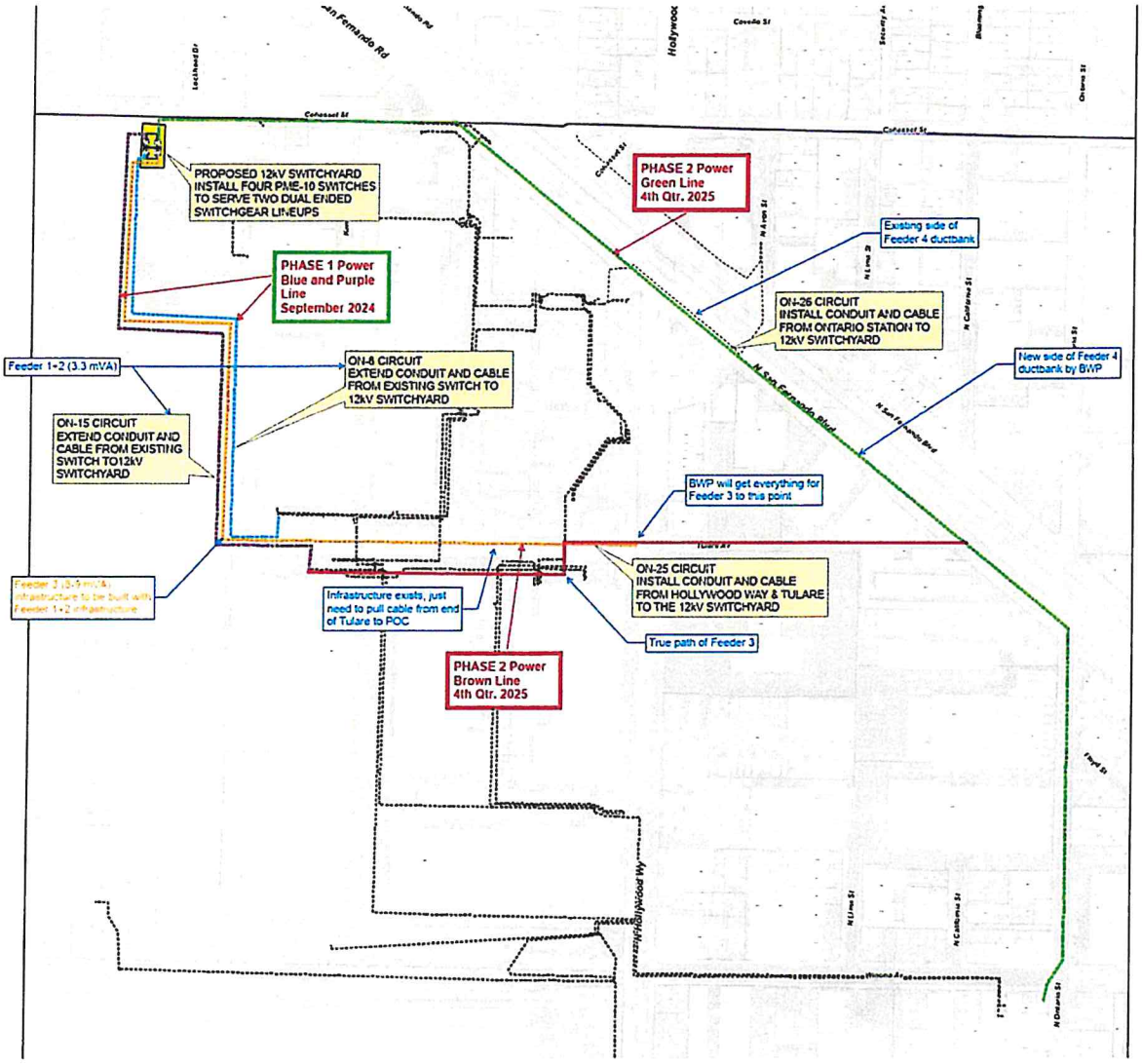
cc: Kathy David, BGPAA
Patrick Lammerding, BGPAA
Stephanie Gunawan-Piraner, BGPAA
Roger Johnson, Jacobs Project Management Inc.

Attachment A

Electrical Services Agreement

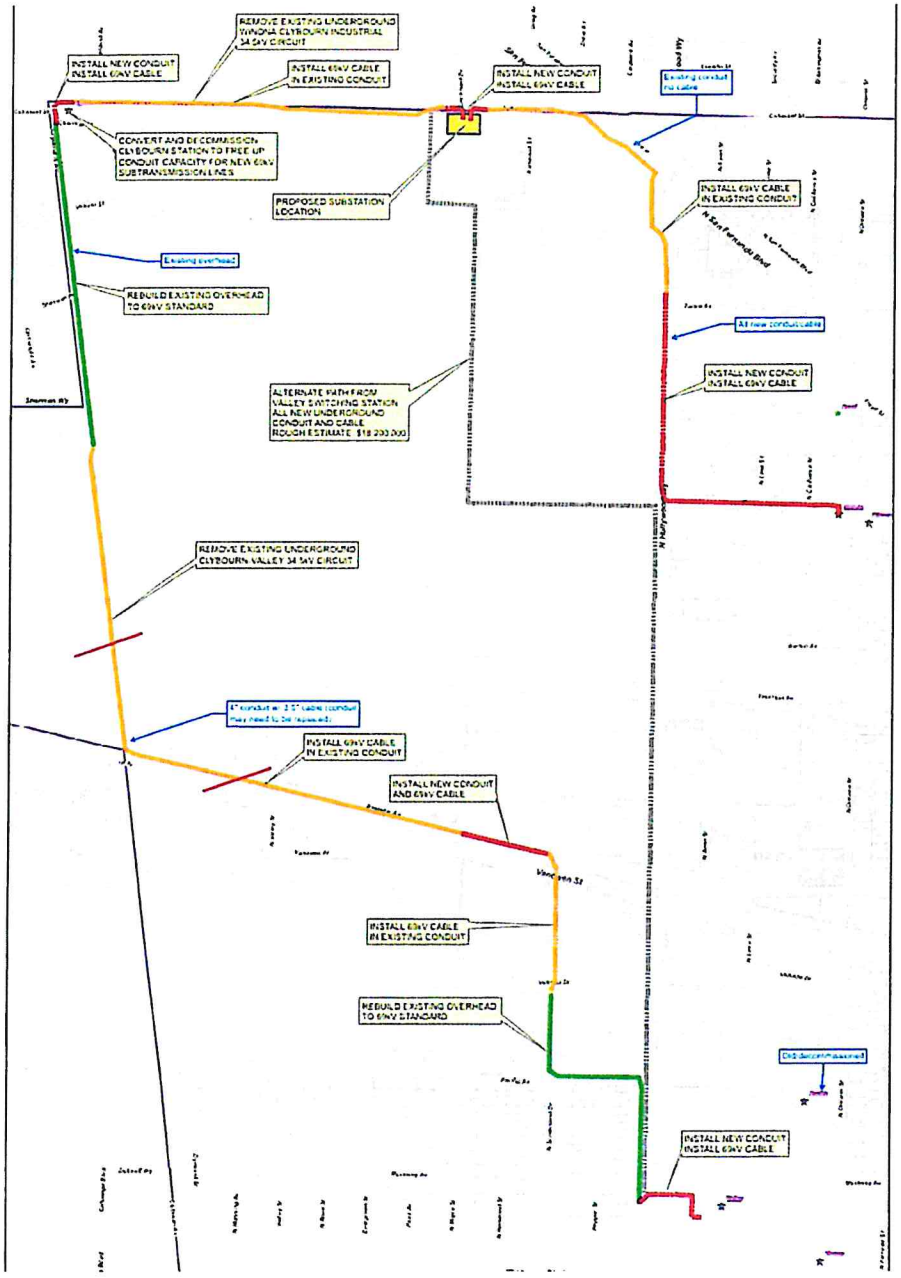
Attachment B

Distribution Facilities (four lines)



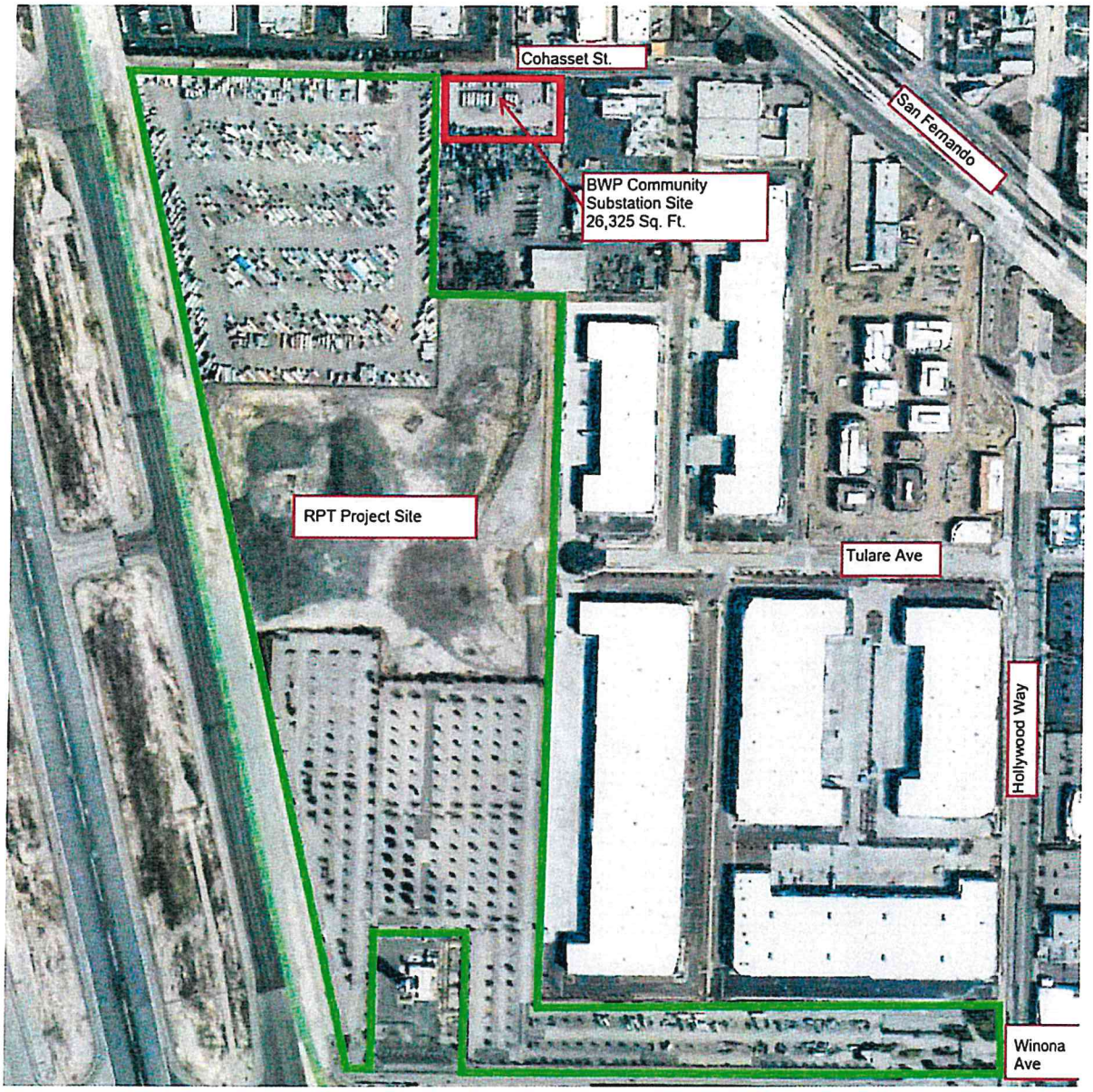
Attachment C

Subtransmission Facilities (2 lines)



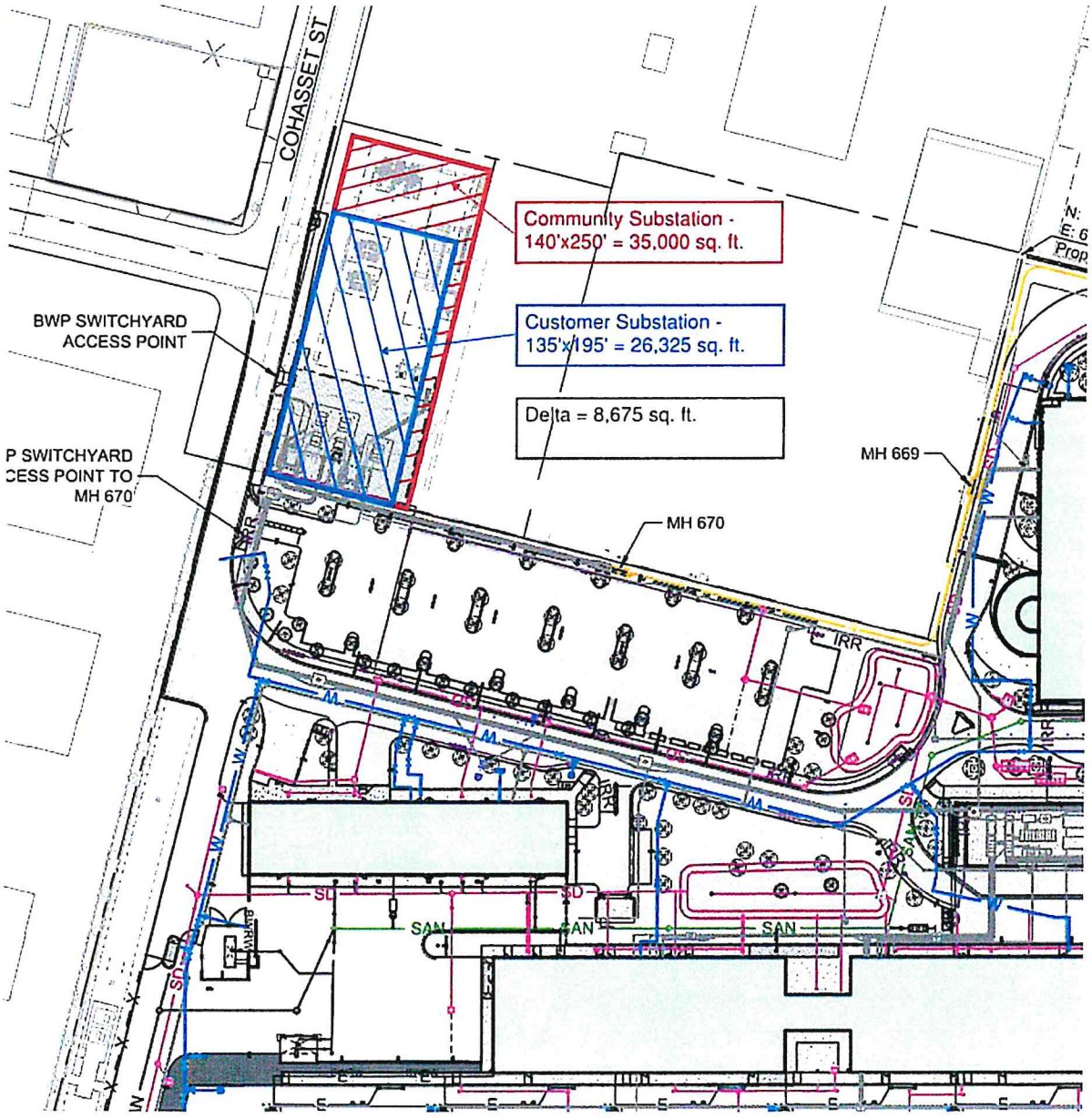
Attachment D

Substation Location



Attachment E

Community Substation size vs Customer Substation size



Virtual Ramp Control Room at BUR

Thomas Henderson

Director of Operations

Virtual Ramp Control Room (VRCR)

- As part of the Replacement Passenger Terminal, the VRCR will support all ramp operations, including all air carrier aircraft movements between the terminal gates and the Airfield Movement Area.
- Ramp operations will no longer be conducted by the FAA Air Traffic Control Tower, as the RPT project includes construction of a standard taxi-lane which meets all FAA requirements for runway safety areas.
- The VRCR will be located in Building 36, co-located with the Airport Operations Department.

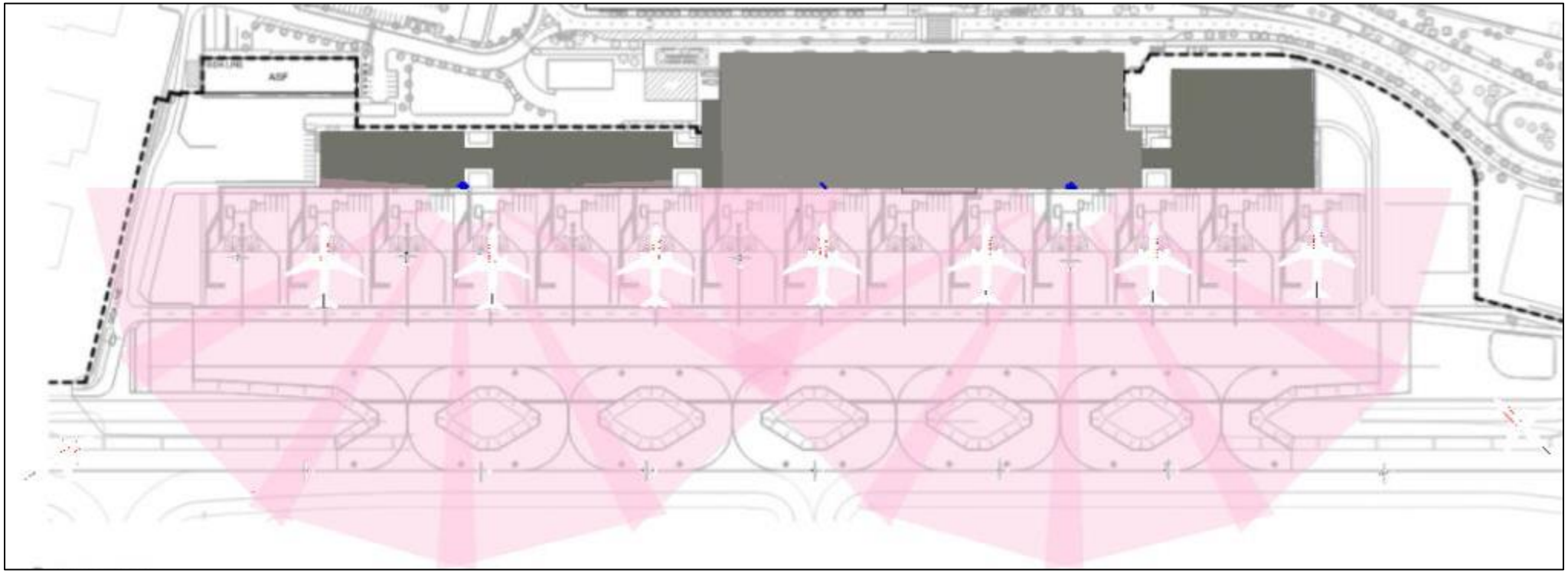
Benefits of Virtual Ramp Control

- A VRCR is preferred over a physical ramp tower due to lower capital costs.
- Emerging technology allows for virtual control capabilities from any location on the airport.

Searidge Technologies, Inc.

- Searidge Technologies, Inc. was selected through a procurement process led by the RPT design-builder as the provider of the technology platform for the VRCR.
- This includes two camera arrays, a video wall with a full view of the ramp area, two fully outfitted controller workstations, radio equipment, and ancillary equipment.

Searidge Technologies, Inc.



Dynamic Science, Inc.

- Dynamic Science, Inc. (DSI) has been selected by Staff as the recommended operator of the VRCR.
- DSI is a highly qualified professional firm that provides ramp control services at several locations throughout the U.S., including medium and large hub environments.
- Proposed staffing includes 4 controllers, 2 supervisors, and 1 site manager.

Hollywood Burbank Airport
Replacement Passenger Terminal

Safety

- Work Craft Hours to Date – 1,371,725 Hours
- Safety Orientations to Date – 2,563
- Daily Average Workers Onsite – 824
- Pre-Task-Plans to Date – 10,085
- Site Security Incidents to Date – 0

Current Construction Statistics

- Terminal Concrete Poured to Date – 17,000 cubic yards
- Garage Concrete Poured to Date – 24,150 cubic yards
- Terminal Steel Erected to Date – 4,200 tons
- Total Virtual Design and Construction Clashes Resolved to Date – 10,871

Current Construction Activities

Terminal

- Ongoing Roofing Install
- Ongoing Overhead Mechanical, Electrical and Plumbing Install
- Ongoing Interior Framing
- Ongoing Exterior Skin Install

Garage

- Ongoing Vertical Construction
- Continued Column Placement
- Ongoing Ramp Construction
- Ongoing Overhead Mechanical, Electrical and Plumbing Install

Civil

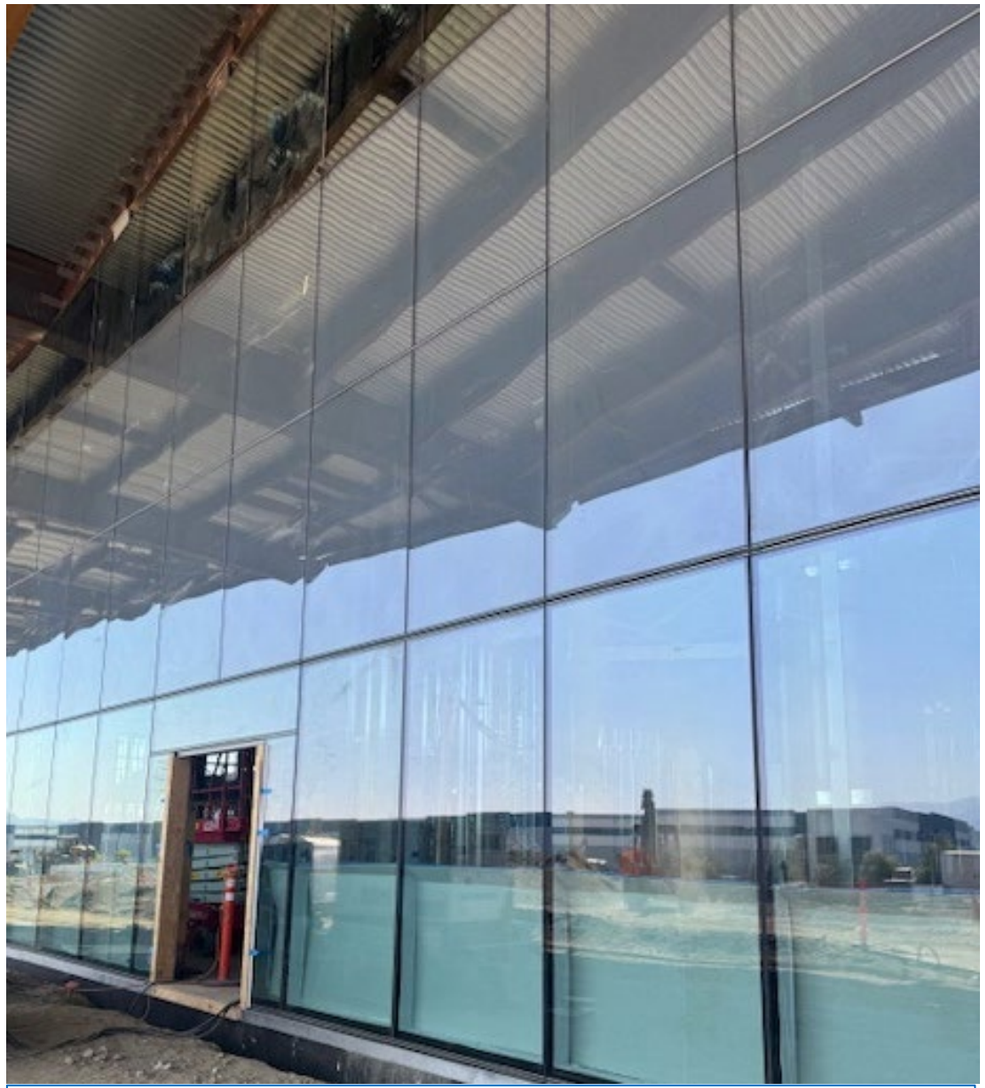
- Ongoing Perimeter Moment Slab Install
- Continued Airside Gate Utility Install
- Continued Electrical Ductbank Install
- Continued Future Airside Production Paving

Photos

Underground Utility Installation

Concourse Connector Drywall

Photos



Terminal Glass

East Moment Slab

Photos

Terminal Glass and V-Column

Underground Conduit