

# SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

## SPECIAL MEETING AGENDA

THURSDAY, DECEMBER 12, 2024

5:00 PM

MAIN AUDITORIUM – Norton Regional Event Center, 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse  
of Norton Air Force Base for the economic  
benefit of the East Valley

### **Frank J. Navarro, President**

*Mayor, City of Colton*

### **Penny Lilburn, Vice President**

*Mayor, City of Highland*

### **Rhodes Rigsby, Secretary**

*Councilmember, City of Loma Linda*

### **COMMISSION MEMBERS:**

#### **Dawn Rowe**

*Supervisor, County of San Bernardino*

#### **Helen Tran**

*Mayor, City of San Bernardino*

#### **Theodore Sanchez**

*Councilmember, City of San Bernardino*

### **ALTERNATE COMMISSION MEMBERS:**

#### **Phillip Dupper**

*Mayor, City of Loma Linda*

#### **Joe Baca, Jr.**

*Supervisor, County of San Bernardino*

#### **Larry McCallon**

*Mayor Pro Tem, City of Highland*

#### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

#### **John Echevarria**

*Mayor Pro Tem, City of Colton*

- Full agenda packets are available at the SBIAA office, 1601 East Third Street, San Bernardino, California, will be provided at the meeting, and are posted in the Public Meetings/Agenda section of our website at [www.sbiaa.org](http://www.sbiaa.org). Office hours are 8:00 a.m. to 5:00 p.m., Monday–Friday.
- Recordings of the SBIAA Commission meetings are available in the Public Meetings/Agenda section of our website at [www.sbiaa.org](http://www.sbiaa.org).
- In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SBIAA office at (909) 382–4100. Notification 48 hours prior to the meeting will enable SBIAA staff to make reasonable arrangements to ensure accessibility to this meeting.
- Anyone who wishes to speak during public comment or on a particular item will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be turned in to the Clerk of the Board.
- Public comments for agenda items that are not public hearings will be limited to three minutes.
- Public comments for items that are not on the agenda will be limited to three minutes.
- The three–minute limitation shall apply to each member of the public and cannot be shared.
- An additional three minutes will be allotted to those who require translation services.

**ORDER OF BUSINESS – CLOSED SESSION**

This meeting of the governing Commissions of the San Bernardino International Airport Authority will begin with Closed Session Public Comment and Closed Session, immediately followed by the Open Session portion of the meeting

- **CALL TO ORDER**
- **CLOSED SESSION PUBLIC COMMENT**
- **LEGAL COUNSEL RECITES CLOSED SESSION ITEMS**
- **RECESS TO CLOSED SESSION**

**A. CALL TO ORDER / ROLL CALL**

**B. CLOSED SESSION PUBLIC COMMENT**

The Closed Session Public Comment portion of the San Bernardino International Airport Authority Commission meeting is limited to a maximum of three minutes for each speaker and comments will be limited to matters appearing on the Closed Session portion of the agenda. Additional opportunities for further Public Comment will be given during and at the end of the meeting. An additional three minutes will be allotted to those who require translation services

**C. CLOSED SESSION**

An announcement is typically made prior to closed session discussions as to the potential for a reportable action at the conclusion of closed session

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: 105 North Leland Norton Way, San Bernardino CA 92408  
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: Portions of former Norton AFB Parcel A, Hangar No. 763 Bays 1 & 2, San Bernardino CA 92408  
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and David Vollrath, Chief Operating Officer, Unical Aviations, Inc.
- c. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: Former Norton AFB, Parcel B-1C East, San Bernardino CA 92408  
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Justin Freeman, Vice President, Coffman & Associates, Inc.
- d. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130

- e. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207

**D. REPORT ON CLOSED SESSION**

Public announcement(s) will be made following closed session if there are any reportable actions taken during closed session.

**ORDER OF BUSINESS – OPEN SESSION**

- **CALL TO ORDER OPEN SESSION**
- **PLEDGE OF ALLEGIANCE**

**E. ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code Section 54954.2, items may be added on which there is a need to take immediate action, and the need for action came to the attention of the San Bernardino International Airport Authority Commission subsequent to the posting of the agenda.

**F. CONFLICT OF INTEREST DISCLOSURE**

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF DECEMBER 12, 2024  
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 007**]

**G. INFORMATIONAL ITEMS**

It is intended that the following subject matters and their attachments are submitted to the Board members for informational purposes only. No action is required with regard to these items in the form of a receive-and-file motion or otherwise. Members may inquire of staff as to any questions or seek clarifications, but no discussion may ensue other than to place an item on a subsequent agenda for further consideration. In such situations where permissible levels of discussion are conducted, members are reminded that staff has not presented the related contractor and interested parties conflicts of interest disclosures that are typically provided for agenda items for which action is intended to occur. Additionally, questions may arise as to negotiation strategies or other legal issues which are more appropriately addressed in a closed session discussion.

2. Informational Items

- a. CHIEF EXECUTIVE OFFICER'S REPORT  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 023**]
- b. REPORT ON AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) TRUCK  
[PRESENTER: Jon Galvan, Airport Manager **PAGE#: 024**]
- c. REPORT ON AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) UPDATES  
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 025**]
- d. REPORT ON STATUS OF ANNUAL AUDIT  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 026**]

**H. COMMISSION CONSENT ITEMS**

The following consent items are expected to be routine and non-controversial and will be acted upon by the Committee at one time unless the Board directs that an item be held for further discussion.

3. REGISTER OF DEMANDS FOR OCTOBER 2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 027**]

4. REGISTER OF DEMANDS FOR NOVEMBER 2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 035**]
5. RECEIVE AND FILE TREASURER'S REPORT FOR SEPTEMBER 30, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 043**]
6. RECEIVE AND FILE TREASURER'S REPORT FOR OCTOBER 31, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 046**]
7. AUTHORIZE STAFF TO ADVERTISE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE RECONSTRUCT PORTION OF TAXIWAY "A" PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT  
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 049**]
8. APPROVE THE PURCHASE OF A 2016 JLG 84-FOOT TELESCOPING BOOM LIFT FROM UNITED RENTALS, BRANCH DM2, IN AN AMOUNT NOT TO EXCEED \$52,363.13  
[PRESENTER: Jon Galvan, Airport Manager **PAGE#: 052**]
9. APPROVE MEETING MINUTES: OCTOBER 23, 2024  
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 060**]

**I. COMMISSION ACTION ITEMS**

10. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2023-2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 066**]
11. RATIFY THE PROCUREMENT OF A JOHN DEERE 6105E TRACTOR AND ALAMO FALCON-15 HYDRAULIC MOWER DECK FROM RDO EQUIPMENT CO. IN AN AMOUNT NOT TO EXCEED \$154,177.47  
[PRESENTER: Jon Galvan, Airport Manager **PAGE#: 069**]
12. AWARD A CONSTRUCTION CONTRACT TO GEO PAVING AND SEAL COATING, INC. IN AN AMOUNT NOT TO EXCEED \$77,500.00 FOR THE GENERAL AVIATION RAMP PROJECT  
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 076**]
13. CONSIDER AND DISCUSS A REPORT ON UPDATED CONTRACTING AND PERMITTING REQUIREMENTS AND PROCEDURES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT  
[PRESENTER: Scott Huber, General Counsel **PAGE#: 126**]
14. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH DECEMBER 31, 2024  
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 136**]

**J. ADDED AND DEFERRED ITEMS**

Deferred Items and Items which have been added pursuant to Government Code Section 54954.2 as noted above in Section E.

**K. OPEN SESSION PUBLIC COMMENT**


Anyone who wishes to speak during Open Session Public Comment will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be given to the Clerk of the Board. Public comments for items that are not on the agenda will be limited to three minutes. The three-minute limitation shall apply to each member of the public and cannot be shared with other members of the public. An additional three minutes will be allotted to those who require translation services.

**L. COMMISSION MEMBER COMMENT**

Commission members may make announcements or give brief reports on activities or matters not appearing on the agenda, as well as provide direction to staff relating to matters which may be addressed at this time.

**M. ADJOURNMENT**

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, January 22, 2025.

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 1</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF DECEMBER 12, 2024**

### **SUMMARY**

This agenda contains recommendations for action relative to certain contractors/principals and their respective subcontractors. Care should be taken by each Commission member to review and consider the information provided herein to ensure they are in compliance with applicable conflict of interest laws.

### **RECOMMENDED ACTION(S)**

Receive for information and consideration in accordance with applicable conflict of interest laws.

### **FISCAL IMPACT**

None.

PREPARED BY:	Yajaira Maldonado
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

The potential conflicts information provided in this report is intended to be used as a means for each voting member to verify campaign contributions from their individual campaign records. The following information is considered to be complete only to the best knowledge that has been disclosed to staff by the following listed contractors and in many instances may not be complete as of the date of publication of the agenda. Staff will endeavor to provide updates and supplements to the disclosure information to the extent additional contractor disclosure information becomes known to staff at or prior to each particular meeting time.

In addition to other provisions of law which prohibit San Bernardino International Airport Authority (SBIAA) Commission members from having financial interests in the contracts of public agencies, the provisions of California Government Code Section 84308 prohibit individual SBIAA Commission members from participating in any Commission proceeding involving a license, permit, or other entitlement for use pending before the Commission, if the individual member has received a contribution of more than two hundred fifty dollars (\$250.00) within the preceding twelve (12) months or for three (3) months following any such Commission proceeding, from any person, company or entity who is the subject of the proceeding, including parent-subsidary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

The restrictions of Government Code Section 84308 do not apply if the individual member returns the contribution within thirty (30) days from the time they know, or should have known, about the contribution and the proceeding.

This agenda contains recommendations for action relative to the following contractors/principals and their respective subcontractors (as informed to SBIAA staff by the Principals):

<b><u>Agenda Item No.</u></b>	<b><u>Contractors/Tenants</u></b>	<b><u>Subcontractors/Subtenants</u></b>
7.	<u>AECOM Technical Services</u> Matt Crane, President Matt Ulukaya, Vice President Duke Young, Vice President Andrew Liu, Vice President Allison Hall, Chief Financial Officer/Treasurer Karl Jensen, Chief Executive Officer Armond Tatevossian, Secretary	See attached list.
11.	<u>RDO Construction Equipment Co.</u> Timothy W. Curoe, Chief Executive Officer Paul J. Noah, Secretary Steven B. Dewald, Chief Financial Officer	None.

12. Geo Paving and Seal Coating, Inc. None.  
Khalifah Alsayegh, Chief Executive Officer,  
Secretary, Chief Financial Officer

**Attachments:**

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438
3. AECOM Technical Services Company Information Sheet

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 84308

**84308.** (a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

(d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

(e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 87103

**87103.** A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

**§ 18438.5. Aggregated Contributions Under Section 84308.**

For purposes of Section 84308:

(a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a contribution of more than \$250 has been made by any party to a proceeding, contributions made by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are defined in subdivision (b) below), shall be aggregated and treated as if received from the party for purposes of the limitations and disclosure provisions of Section 84308.

(b) Parent, Subsidiary, Otherwise Related Business entity, defined.

(1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

(2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent-subsidiary relationship are otherwise related if any one of the following three tests is met:

(A) One business entity has a controlling ownership interest in the other business entity.

(B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:

(i) The same person or substantially the same person owns and manages the two entities;

(ii) There are common or commingled funds or assets;

(iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;

1 (iv) There is otherwise a regular and close working relationship between the entities; or

2 (C) A controlling owner (50% or greater interest as a shareholder or as a general partner)

3 in one entity also is a controlling owner in the other entity.

4 Note: Authority cited: Section 83112, Government Code. Reference: Section 84308,

5 Government Code.

6 HISTORY

7 1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to

8 *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924,

9 California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992

10 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements

11 and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior

12 history of section 18438.5, see Register 85, No. 8.

13 2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of

14 the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair*

15 *Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California

16 Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC

17 regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not

18 subject to procedural or substantive review by OAL) (Register 2014, No. 33).

## Projects

## DECLARATION

By: Christopher M. Diaz, PE, GE  
Name: Christopher M. Diaz, PE, GE  
Title: President

Digitally signed by Christopher M. Diaz, PE, GE  
Date: 2024.07.09 10:57:06 -07'00'

Print  
Print

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

<b>Name</b>	<b>Title</b>
Christopher M. Diaz	President

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
Christopher M. Diaz	President

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**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL  
REQUESTED INFORMATION.]**


COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER

DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this 9 day of July, 2024, in Irvine, CA.  
[day] [month] [city] [state]

By:   
Name: Bernie McNally, PLS Print  
Title: Executive Vice President Print

LEGAL NAME OF COMPANY: GUIDA  
ADDRESS: 220 Commerce, Suite 150, Irvine, CA 92602  
TELEPHONE: 949-777-2000 FAX: 949-777-2050

TYPE OF BUSINESS (Check One):

- ☒ CORPORATION
- ☐ LIMITED LIABILITY COMPANY
- ☐ PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ INDIVIDUAL
- ☐ INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME
- ☐ OTHER

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies:

Name	Title
Meagan Guida	CEO/CFO
Ralph W. Guida IV, PLS	President
Bernie McNally, PLS	Executive Vice President
Lisa Spivak, PLS	Executive Vice President
Tim Fettig, PLS	Vice President
Adrian Trespando, LSIT	Vice President

[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

<b>Name</b>	<b>Title</b>
Meagan Guida	CEO/CFO
Ralph W. Guida IV, PLS	President
Bernie McInally, PLS	Executive Vice President

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
Bernie McInally, PLS	Executive Vice President
Ralph W. Guida IV, PLS	President
Lisa Spivak, PLS	Executive Vice President

-----  
**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL  
REQUESTED INFORMATION.]**

# COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER

## DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this 09 day of July, 2024, in Anaheim, CA.  
[day] [month] [city] [state]

By: MTGL, Inc.  Print  
Name: Michelle Elliott Print  
Title: C.E.O. / Owner

LEGAL NAME OF COMPANY: MTGL, Inc.

ADDRESS: 2992 E. La Palma Avenue, Suite A, Anaheim, CA 92806

TELEPHONE: (714) 632-2999

FAX: (714) 632-2974

### TYPE OF BUSINESS (Check One):

- |                                     |   |                          |                           |
|-------------------------------------|---|--------------------------|---------------------------|
| <input checked="" type="checkbox"/> | CORPORATION                                 | <input type="checkbox"/> | LIMITED LIABILITY COMPANY |
| <input type="checkbox"/>            | PARTNERSHIP                                 | <input type="checkbox"/> | JOINT VENTURE             |
| <input type="checkbox"/>            | INDIVIDUAL                                  |                          |                           |
| <input type="checkbox"/>            | INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME |                          |                           |
| <input type="checkbox"/>            | OTHER _____                                 |                          |                           |

### STATE OF INCORPORATION OR FORMATION:

California

### PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies:

Name	Title
<u>Michelle Elliott</u>	<u>C.E.O. / Owner</u>
_____	_____
_____	_____
_____	_____
_____	_____

**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

Name	Title
Michelle Elliott	C.E.O. / Owner
Isaac Chun, P.E., G.E.	Vice President / Engineering Manager

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

Name	Title
Michelle Elliott	C.E.O. / Owner
Isaac Chun, P.E., G.E.	Vice President / Engineering Manager

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[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]

# COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER

## DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this 9th day of July, 2024, in Tamarac, FL.  
[day] [month] [city] [state]

By: Ross Thomas Riddell Print  
Name: Ross Thomas Riddell Print  
Title: President

LEGAL NAME OF COMPANY: Ross T Riddell and Associates

ADDRESS: 9081 Lime Bay Boulevard. #104 Tamarac FL 33321

TELEPHONE: +1 352 502 1935

FAX: N/A

### TYPE OF BUSINESS (Check One):

- |                          |   |                                     |                           |
|--------------------------|---|-------------------------------------|---------------------------|
| <input type="checkbox"/> | CORPORATION                                 | <input checked="" type="checkbox"/> | LIMITED LIABILITY COMPANY |
| <input type="checkbox"/> | PARTNERSHIP                                 | <input type="checkbox"/>            | JOINT VENTURE             |
| <input type="checkbox"/> | INDIVIDUAL                                  |                                     |                           |
| <input type="checkbox"/> | INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME |                                     |                           |
| <input type="checkbox"/> | OTHER _____                                 |                                     |                           |

### STATE OF INCORPORATION OR FORMATION:

Nevada

### PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies:

Name	Title
<u>Ross Thomas Riddell</u>	<u>President</u>
_____	_____
_____	_____
_____	_____
_____	_____

**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:


<b>Name</b>	<b>Title</b>
Ross Thomas Riddell	President

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY –  
Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
Ross Thomas Riddell	President

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**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL  
REQUESTED INFORMATION.]**

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 2a</b></p> <p><b>PRESENTER: Michael Burrows, Chief Executive Officer</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT**

## **SUMMARY**

An oral report will be provided at the time of the meeting.


PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 2b</b></p> <p><b>PRESENTER: Jonathan Galvan, Airport Manager</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF) TRUCK**

## **SUMMARY**

An oral report will be provided at the time of the meeting.


PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 2c</b></p> <p><b>PRESENTER: Mark Gibbs, Director of Aviation</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP) UPDATES**

## **SUMMARY**

An oral report will be provided at the time of the meeting.


PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 2d</b></p> <p><b>PRESENTER: Mark Cousineau, Director of Finance</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – REPORT ON STATUS OF ANNUAL AUDIT**

## **SUMMARY**

An oral report will be provided at the time of the meeting.

PREPARED BY:	Michelle Casey
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 3**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: REGISTER OF DEMANDS FOR OCTOBER 2024**

### **SUMMARY**

SBIAA's Register of Demands for October 2024

### **RECOMMENDED ACTION(S)**

Receive for information.

### **FISCAL IMPACT**

Various accounts as shown.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

### **BACKGROUND INFORMATION**

The attached Register of Demands corresponds to checks issued in the month of October 2024. The total of the register is \$8,330,564.62.

**Fuel:** Titan Aviation Fuels was paid \$5,868,536.00 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. paid \$37,134.31 to operate SBIAA vehicles and for resale at Luxivair-SBD.

**Benefits:** Kaiser Foundation Health Plan Inc., and Legal Shield Services Inc. were paid a total of \$62,095.38.

**Utilities:** Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Edison, Utility Telecom Group LLC, and Verizon were paid a total of \$177,109.08.

**Capital Projects Cost:** BlackHawk Construction Inc., Certapro Painters of Corona & Temecula, CJMC Holdings LLC, Matich Corporation, and T&G Construction Services Inc. were paid a total of \$393,352.15.

**Professional Services:** Allawos & Company; Coffman Engineers Inc.; Cole Huber LLP; David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP; and Right Energy Group LLC were paid a total of \$98,063.68.

### **Attachments:**

1. Register of Demands for the November 17, 2024 Commission Meeting
2. VISA breakdown -October 2024

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**11/27/2024**

Line	Company Name	Description	AP Register
1	3 Alarm Fire and Safety	Replace containment Purple K	3,673.44
2	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	11,813.48
3	Accurate Corrosion Control Inc.	Bi-monthly and annual surveys / corrosion testing	10,122.70
4	Airport Council International	Membership dues-M. Burrows	1,798.00
5	Allawos & Company	Consulting fees for Solar Green Energy Services	2,137.50
6	Alliant Insurance Services Inc.	Insurance premiums	7,117.37
7	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	1,793.00
8	Amazon Capital Services Inc.	Purchases of supplies and goods	10,649.96
9	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	7,800.00
10	Audacy Operations Inc.	Radio advertising for SBD passenger service	22,125.00
11	Aviation Laboratories Inc.	Fuel additive	2,055.00
12	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	65,131.75
13	B&H Photo & Electronics Corp	IT supplies-monitors	1,253.53
14	BB18 Touring Inc.	Headliner band balance due for Breeze Airways Anniversary event	24,999.00
15	Belico Details LLC	Mobile car washes	4,440.00
16	BlackHawk Construction Inc	Drone site concrete pad project	12,500.00
17	Board Members	Director fees	2,700.00
18	BrightView Landscape Services, Inc.	Landscaping maintenance-FBO	4,090.50
19	Burrtec Waste Industries Inc.	Trash removal services	4,568.96
20	C & A Janitorial Services	Janitorial services	74,470.58
21	California Special Districts Association	Associate member annual dues	2,300.00
22	CDW Government LLC	Purchase IT equipment and supplies	480.20
23	Certapro Painters of Corona & Temecula	Exterior painting-terminal	62,589.65
24	Cintas Uniforms	Uniform and rug services	8,716.32
25	City of SB Water Department	Water and sewer services	18,382.32
26	CJMC Holdings LLC	Professional services - project management services	3,200.00
27	Climatec LLC	Security maintenance and installation of electrified door hardware, materials and programming badge reader	751.85
28	Coffman Associates Inc.	Professional service agreement-Engineering and technical support services for potential hydrogen facilities	4,328.00
29	Cole Huber LLP	Professional Legal services	50,919.25
30	Computer & Peripherals Group, Inc	Graphtec color scanner	3,789.94
31	Daily Journal Corporation	Inviting bids	1,373.28
32	Dans Lawnmower Center	Small equipment repairs and landscape supplies	78.78
33	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
34	DBT Transportation Services LLC	ILS/AWOS tower equipment service	3,688.00
35	Deadline Media Inc.	Vinyl wrapping of plane stage for concert event	8,373.76
36	Department of Motor Vehicles	Pull notices	65.00
37	DPS Band LLC	Band for Breeze Airline event balance due	3,750.00
38	East Valley Water District	Water services	431.60

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**11/27/2024**

39	Eide Bailly LLP	Auditing services	9,850.00
40	Elite Equipment & Services LLC	Scissor lift for terminal	13,918.75
41	Emergency-1 Response, Inc.	EMT services and supplies needed for concert event	1,215.88
42	Event Design Lab	Live streaming services	5,200.00
43	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	606.39
44	Fairview Ford Sales, Inc.	Purchase two Ford Police Interceptor Utility	106,588.16
45	FedEx	Courier services	210.20
46	Fifth Asset, Inc. DBA Debt Book	Subscription fee for renewal-SaaS	10,080.15
47	Flipnode LLC	Additional licenses and players added to current subscription-YoDeck	1,461.81
48	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,645.45
49	Frontier Communications Corporation	Telephone services	6,503.02
50	GMSTEK LLC	Subscription fee for point of sale system	3,376.04
51	Grainger	Parts and supplies for building repairs	2,324.63
52	Green Facility Cleaning LLC	Annual Bi-Annual Solar Panel cleaning	3,495.00
53	Greg Hill	BSIS reimbursement	894.00
54	Gregg Gerth	BSIS reimbursement	118.00
55	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	4,333.33
56	Harbour Productions	Production company for concert event	17,482.36
57	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	10,203.37
58	HR Dynamics & Performance Management, Inc.	Compensation study	21,484.73
59	Imagine Systems Inc.	Professional consulting services	6,262.12
60	Inland Overhead Door	Mercy Air replacement	2,291.00
61	Inland Valley Development Agency	Due to from reconciliation	332,410.96
62	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	3,000.00
63	Jackhammer Movement Inc.	Marketing Consulting Services "Cruising Altitude"	34,155.00
64	Jeffrey Wagner	Annual boot reimbursement	150.84
65	Jon's Flags & Poles, Inc	Custom Luxivair flags	1,179.94
66	K&L Hardware and Plumbing Supply Inc	Maintenance tools and supplies	88.05
67	Kaiser Foundation Health Plan, Inc.	Employee medical benefits	60,428.58
68	Legal Shield Services Inc.	Employee legal group benefits	1,666.80
69	Mackinac Software LLC	Planned monthly service fees for AWOS weather system	89.00
70	Marlin Martinez	Travel 10/2024 Las Vegas NV. Per diem	335.00
71	Matich Corporation	UAS resurfacing project	307,124.80
72	Mead & Hunt Inc.	Professional consulting service agreement-providing air services development and airport development	6,490.00
73	Merit Oil Company	Fuel inventory for fleet operations	37,134.31
74	Michael VanGorder	BSIS reimbursement	118.00
75	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	3,223.44
76	Monette Mendoza	Travel 10/2024 Las Vegas NV. Per diem	335.00
77	Motion Picture Licensing Corp.	MPLC blanket licensing renewal	1,383.38
78	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
79	Nutrien AG Solutions Inc.	Herbicides, pesticides and insecticides-airfield maintenance	287.58

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**11/27/2024**

80	Parkhouse Tire, Inc.	Vehicle emergency repairs and maintenance-service calls	15,328.84
81	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	4,883.58
82	Paylocity	Payroll billing services-September	3,747.48
83	Performance Electric	Install power usage meter to monitor-FBO ramp lighting	3,808.00
84	PlaneNoise Inc.	Noise complaint program	1,316.13
85	PlanetBids, LLC	Annual support services-RFP tracking	11,900.00
86	Presidio Networked Solutions Grp LLC	Managed Cyber Security support services	47,174.28
87	Printing Connection, Inc. DBA Perfect Form	Parking citation booklets	1,394.19
88	ProDIGIQ Inc.	Support and maintain the flight information display system 2023/2024 and 2024/2025	19,800.00
89	Redlands Chamber of Commerce	Annual membership fee-C. Pritchett	1,750.00
90	Richard Hsu	DJ services for concert event	1,000.00
91	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
92	Robert Terrell	BSIS reimbursement	210.00
93	San Bernardino County Fire Protection	Fire protection services for 5 mos. 2023	480,585.00
94	Servpro of South Redlands/Yucaipa	Water damage mold removal-FBO	7,814.00
95	SITA Information Networking Computing USA, Inc.	Monthly maintenance and support	2,808.56
96	Sock Club	Branded sock giveaways	8,156.25
97	Southern California Edison	Electric power	139,984.84
98	Sunwest Printing Inc.	Custom printing to support the agency	777.55
99	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	9,394.67
100	T&G Construction Services Inc.	Security Office expansion project	7,937.70
101	The Gas Company	Natural gas service	10,485.02
102	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	5,868,536.00
103	Trilogy Medwaste West LLC	Waste disposal service for international flights	164.70
104	Uline Inc.	Safety supplies	0.00
105	United Parcel Service Co.	UPS parking refund	57,095.32
106	United Site Services	Porta-potty services for concert event	4,442.74
107	US Customs & Border Protection	Customs contract and inspection fees	13,735.51
108	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,471.51
109	Verdant Energy Services, LLC	Landfill rebate-8 ports	23,200.00
110	Verizon Wireless	Wireless phone services	2,766.83
111	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	52,551.94
112	Wendy McConaughy	Travel 10/2024 Las Vegas NV. Per diem	335.00
113	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
114	XGraphix LLC	Two security fleet vehicles branding graphics	2,876.90
115	Zendesk, Inc.	IT support ticketing & management software/services for agency staff	6,020.00
	Total		\$ 8,330,564.62

**Visa Breakdown  
October 2024  
SBIAA**


Line	Description	Vendor	Dept.	
1	Annual Aviation Issues Conference-registration	American Association of Airport Executives	Admin	925.00
2	Replace damage part truck-roller chain sprocket	Grainger	Fuel Farm	22.21
3	Stock item-roller chain sprocket	Grainger	Fuel Farm	11.04
4	Accessories for paint spray rig	Viking Materials	Maint.	159.76
5	"No Parking" stencil for Forestry ramp	Smartsign	Maint.	152.34
6	Extra sprayer for chem shed	Lowes	Maint.	80.79
7	25" Strawberry tree at the flag poles	Jurupa Nursery	Maint.	249.71
8	Irrigation supply stock	Ewing	Maint.	655.41
9	PVC pipe to build squirrel bait stations	Siteone	Maint.	137.56
10	PVC caps for squirrel bait stations	Ewing	Maint.	37.90
11	1 gallon white marking chalk	Amazon	Maint.	21.87
12	Battery powered irrigation clock	Ewing	Maint.	239.72
13	100' layout reel	Amazon	Maint.	32.61
14	100 hog rings for clamping chain link fencing	Frank's Fence	Maint.	184.88
15	Chain saw chains and cycle oil	Dan's Lawnmower Center	Maint.	232.85
16	Bldg. 760 Generator	Harbor Freight	Maint.	19.56
17	LAV Dump lighting	CED	Maint.	34.22
18	LAV Dump lighting	CED	Maint.	47.31
19	Shop tools - electrical	CED	Maint.	370.60
20	Chemical shed door repair	K&L Hardware	Maint.	29.31
21	Gate sensors	K&L Hardware	Maint.	61.39
22	Domestic terminal sliding door repair (Bldg. 673)	Doortech	Maint.	536.41
23	Backup portable generators	Harbor freight	Maint.	86.71
24	Ballard lights-FBO	CED	Maint.	251.67
25	Stock gate parts	Zoro Tools	Maint.	272.34
26	Stock gate parts	Zoro Tools	Maint.	120.35
27	Parts for grinder	Home Depot	Maint.	66.24
28	Domestic terminal lighting (Bldg. 673)	CED	Maint.	421.45
29	Tower lights-Bldg. 794	Home Depot	Maint.	86.00
30	Big Blue emergency repair-Bldg. 795	EDC	Maint.	1,407.23
31	LAV Dump lighting	Lowes	Maint.	39.77
32	Tools for shop	Home Depot	Maint.	234.21
33	Condenser fans	Electric Motor	Maint.	856.74
34	MarCom Conference registration	Airports Council International ACI-NA	Mktg.	1,100.00
35	MarCom Marketing award submission fees	Airports Council International ACI-NA	Mktg.	300.00
36	SBD luggage tags for giveaways	Anypromo.com	Mktg.	785.22
37	Refund	Eventbrite	Mktg.	(144.71)
38	Stock imagery	Adobe	Mktg.	49.99
39	Airfield supplies column 3.38" steel	ADB Safegate Americas	OPS	216.79
40	System for the jet fuel line & dig safe board	Digalert	OPS	45.15
41	Two Air Purifiers for office (Line Fire)	The Home depot	OPS	476.33
42	One Air Purifier for office (Line Fire)	The Home depot	OPS	235.97
43	Signs for airfield	Smartsign	OPS	567.25
44	Steel padlocks for AOA gates	Zoro Tools	OPS	245.66
45	Motorola desktop charger for radio	Magnum Electronics Inc	OPS	476.13
46	Handwashing station rental	National Construction Rental	OPS	221.76
47	Medical/Hazardous waste disposal	MediWaste	Admin	141.54
48	Stainless steel work table Bldg. 673	U-LINE	Admin	800.06
49	Restock supplies online payment for Inv# C-2608	Accurate First Aid	Admin	520.50
50	Credit memo S 2084685 SB payment - original invoice issued in error.	Dept. of Industrial Relations	Admin	(675.00)
51	Roll-off bin rental for "Cruising at Altitude" concert event	Burrtec	Admin	915.90
52	Deposit for portable bathrooms for "Cruising at Altitude" concert event	Gotta Go Services	Admin	104.00
53	Quarterly Luncheon-Maint.	Costco	Maint.	78.99
54	Paint for USFS Green Line	San Bernardino Paint	Maint.	116.80
55	Baldor EM2333T Three Phase Motor	EmotorPro	Maint.	2,157.36
56	Tools and supplies for grounds	Home Depot	Maint.	82.83

**Visa Breakdown  
October 2024  
SBIAA**

Line	Description	Vendor	Dept.	
57	Quick release check valve for fuel truck	Westrux	Maint.	49.60
58	Shop supplies for terminal maintenance team	Home Depot		164.52
59	Paint and supplies to complete terminal siding replacement	Dunn Edwards Paint		192.09
60	SBD Airport branded promo item in support of the "Cruising at Altitude" event.	Imprintitem	Mktg.	8,321.21
61	Luxivair SBD branded promo item	Adrenaline Challenge Coins	Mktg.	1,187.50
62	Annual Aviation Issues Conference-registration	American Association of Airport Executives	Admin	925.00
63	Movie streaming for the FBO Theatre	Netflix	FBO	22.99
64	Car wash FBO Crew Car	Fast 5	FBO	16.00
65	Fuel for Crew Car - FBO	Chevron	FBO	49.87
66	Vests and Gloves for Line Techs	Triple Crown	FBO	952.35
67	Cable for FBO theatre	Dish	FBO	149.85
68	Chairs for EPA awards	Party Plus	FBO	281.93
69	Hospitality bar supplies	Stater Bros	FBO	38.99
70	Fire lunches-FBO	Dominos	FBO	118.42
71	Fire lunches-FBO	Miguels	FBO	111.53
72	Fire lunches-FBO	Miguels	FBO	11.46
73	Hospitality for EPA awards	Felipe's Catering	FBO	1,350.00
74	Fuel for Crew Car - FBO	Chevron	FBO	53.39
75	Fuel for Crew Car - FBO	Chevron	FBO	31.97
76	Fire lunches-FBO	Juan Pollo	FBO	174.00
77	Uniforms For FBO CSR's	Cintas	FBO	439.09
78	Fuel for Crew Car - FBO	Chevron	FBO	46.60
79	Car wash for FBO Crew Car	Fast 5	FBO	16.00
80	Car wash for FBO Crew Car	Fast 5	FBO	16.00
81	Fuel for Crew Car - FBO	Chevron	FBO	25.52
82	Supplies for Hospitality Bar	Sams Club	FBO	179.66
83	Supplies for Hospitality Bar	Sams Club	FBO	555.00
84	Supplies for Hospitality Bar	Smart and Final	FBO	40.18
85	Flags for various airport locations	Jon's Flags	Admin	1,762.85
86	SCE lunch and tour	Panera Bread	Admin	88.78
87	PAPA webinar - Kevin Kelly	Pesticide Applicators	Maint.	90.00
88	Facilities stock inventory floor drain grate	Zoro Tools	Maint.	61.92
89	US and CA state flags	Flagsexpress	Maint.	791.70
90	Quarterly team lunch-Maint.	Jersey Mikes	Maint.	703.60
91	Landscape maintenance supplies	Siteone	Maint.	43.01
92	Safety vest branding	Express Printing	Maint.	239.25
93	Landscape maintenance supplies	Siteone	Maint.	60.61
94	Fire alarm monitoring-Bldg. 56	Redstar Fire	Maint.	118.45
95	Jet bridge board	Bikersimage	Maint.	800.00
96	Backflow repair-Bldg. 666	Arrowhead Group	Maint.	166.31
97	Landscape maintenance supplies	Siteone	Maint.	102.10
98	Line Fire masks	Grainger	Maint.	778.65
99	Landscape maintenance supplies	Ewing Irrigation	Maint.	11.46
100	Big Blue fuse	Grainger	Maint.	138.86
101	Maintenance team PPE	Uline	Maint.	820.26
102	Plumbing supplies	Hirsch	Maint.	124.50
103	Landscape maintenance supplies	Ewing Irrigation	Maint.	561.48
104	Parking revenue transaction processing	Windcave	IT	305.00
105	Termination of Bldg. 48 fiber IVDA 54009 D54000 E110	Cable & Wireless	IT	103.06
106	Website management software, split between servers for each agency.	CPANEL	IT	45.14
107	Total \$90.28 IVDA 57331 D54000 E110	CPANEL	IT	45.14
108	Agencies' website usage charges, split between servers for each	DigitalOcean	IT	58.75
109	agency \$117.50 IVDA 57331 D54000 E110	DigitalOcean	IT	58.75
110	TV content for concourse	Sling	IT	60.34
111	DNS service for .gov domains	Amazon Web Services	IT	0.52
112	Online storage	Apple.com	IT	0.99
113	Monthly subscription IVDA 57331 D54000 E110	Microsoft	IT	220.00
114	Monthly subscription	Microsoft	IT	617.61

**Visa Breakdown  
October 2024  
SBIAA**

Line	Description	Vendor	Dept.	
115	Monthly subscription IVDA 57331 D54000 E110	Microsoft	IT	762.50
116	CBP Dish Account - previous cycle	Dish Network	IT	118.71
117	CBP Dish Account - current cycle	Dish Network	IT	118.71
118	Hosted IT collaboration	Slack	IT	43.75
119	Terminal background music	Soundtrack Your Brand	IT	54.00
120	Hospitality Bar beverages-FBO	Sam's Club	FBO	898.70
121	GSA training giveaways	Stater Bros	FBO	95.90
122	Cleaning supplies for FBO	Lowes	FBO	28.55
123	Car Wash for FBO Crew Car	Chevron	FBO	13.00
124	Aviation Day Fly -In	Felipe Delapiedra Catering	FBO	900.00
125	Beverages for EPA meeting	Smart and Final	FBO	18.52
126	Fire Day Lunch for crew	Domino's	FBO	213.76
127	Fire Day Lunch for crew	Ono Hawaiian Barbeque	FBO	114.11
128	Fire Day Lunch for crew	In-N-Out	FBO	64.16
129	Fire Day Lunch for crew	Domino's	FBO	105.49
130	Toll Road Fee	91 Express Lanes	FBO	29.00
131	Fuel testing supplies	Aviation Laboratories	FBO	283.86
132	Office supplies for Bldg.673	Uline	Admin	484.20
133	Scooby tug ignition switch-FBO	Parts Authority	Fleet	19.76
134	Pump 4 at Bldg. 760 coolant hose	Bernell Hydraulics	Fleet	251.20
135	Breakfast Ontario ARFF truck pickup	Farmer Boys	Fleet	26.07
136	Used tire disposal	Pete's Road Service	Fleet	255.00
137	Door panel driver side for 17-02 pickup	Ken Grody Ford	Fleet	644.07
138	Breakfast jet bridge training	Farmer Boys	Fleet	95.60
139	Hot tank R9 purple k tank	Southwest Engines	Fleet	81.60
140	Transmission filter kits 10k fuel trucks	United Transmission Exchange	Fleet	330.60
141	Door cable	Ken Grody Ford	Fleet	102.58
142	ASE vehicle training	ASE Test	Fleet	146.00
143	Sensor (tpms) ops 5	Hatfield Buick GMC	Fleet	81.75
144	Welding supplies-IVDA 56004 109510 D52330	California Tool Welding	Fleet	130.50
145	Tires for OPS 5	Pete's Road Service	Fleet	900.25
146	Security 306 purge valve	Ken Grody Ford	Fleet	52.49
147	K-9 health exam and vaccinations	Redlands Animal Hospital	Fleet	234.48
148	Knox key switch for AOA gate 3B	Knox Company Inc	Fleet	176.18
149	Initial purchase for new officer uniform	Pristine Uniforms	Security	345.31
150	POST Airport Security Course tuition (3 officers)	City of Ontario (Police Dept)	Security	385.88
151	Parking for SDRMA conference	Ontario Airport Parking	Admin	24.00
152	Lunch with legal counsel	Farmer Boys	Admin	62.43
153	Candidate background service	Checkr Inc.	Admin	403.94
154	Pre-employment drug screens	In Exam	Admin	250.00
155	August 2024 VISA statement over payment	U.S. Bank (CALCard)	Finance	(167.88)
156	Travel Annual Aviation Issues Conference - Koloa HI. - January 4-8, 2025-lodging	Grand Hyatt	Admin	887.08
157	Travel ACI-NA conference 09/2024 SF-A. Casarez	Breeze Airways	Mktg.	246.99
158	Travel CSDA Conference 09/2024 Indian Wells Ca. M. Sutton-lodging IVDA 57800 D15000 100481 PO 0844	Renaissance Hotels	Admin	742.62
159	Travel CSDA Conference 09/2024 Indian Wells Ca. M. Sutton Renaissance Hotel-parking fees IVDA 57800 D15000 100481 PO 0844	Renaissance Hotels	Admin	93.03
				52,551.94
	VISA Statement Balance			52,551.94
	Date Prepared: 09/18/2024			

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 4</b></p> <p><b>PRESENTER: Mark Cousineau, Director of Finance</b></p>
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**SUBJECT: REGISTER OF DEMANDS FOR NOVEMBER 2024**

**SUMMARY**

SBIAA's Register of Demands for November 2024

**RECOMMENDED ACTION(S)**

Receive for information.

**FISCAL IMPACT**

Various accounts as shown.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

The attached Register of Demands corresponds to checks issued in the month of November 2024. The total of the register is \$6,959,371.72.

**Fuel:** Titan Aviation Fuels was paid \$6,180,995.10 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. paid \$23,166.82 to operate SBIAA vehicles and for resale at Luxivair-SBD.

**Utilities:** Burrtec Waste Industries Inc., East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, Utility Telecom Group LLC, and Verizon were paid a total of \$109,724.09.

**Capital Projects Cost:** BlackHawk Construction Inc., and Matich Corporation were paid a total of \$60,189.68.

**Professional Services:** Aecom Technical Services Inc.; Allawos & Company; Coffman Associates Inc.; Coffman Engineers Inc.; David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group LLC; and Tom Dodson & Associates were paid a total of \$128,412.10.

**Attachments:**

1. Register of Demands for the December 12, 2024 Commission Meeting
2. VISA breakdown -November 2024

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**12/12/2024**

Line	Company Name	Description	AP Register
1	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	5,281.55
2	ABS Aviation Consultancy, Inc. DBA Airport Business Solutions	Aviation easement valuation services	900.00
3	Aecom Technical Services Inc.	Airfield engineering services	86,708.50
4	Aerosimple, LLC	Airport operations software	9,500.00
5	Allawos & Company	Consulting fees for Solar Green Energy Services	3,150.00
6	Alliant Insurance Services Inc.	Insurance premiums	1,419.00
7	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	4,283.23
8	Amazon Capital Services Inc.	Purchases of supplies and goods	5,683.66
9	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	19,330.00
10	Atsushi Kugimiya	Radio advertising for SBD passenger service	78.75
11	Audacy Operations Inc.	Fuel additive	19,797.32
12	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	28,714.23
13	B&H Photo & Electronics Corp	IT supplies-monitors	633.03
14	Basic Backflow	Backflow testing, inspections & repairs	762.34
15	Belico Details LLC	Mobile car washes	2,580.00
16	BlackHawk Construction Inc	Drone site concrete pad project	11,250.00
17	Board Members	Director fees	450.00
18	Boston Fox Tigue International LLC	Marketing services	24,799.46
19	Brandon Carrillo	Annual boot reimbursement	147.35
20	BrightView Landscape Services, Inc.	Landscaping maintenance-FBO	1,390.50
21	Burrtec Waste Industries Inc.	Trash removal services	1,641.52
22	C & A Janitorial Services	Janitorial services	28,441.97
23	Cal Stripe Inc.	Rubber removal on runway and restriping	35,282.00
24	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	2,512.45
25	Cintas Uniforms	Uniform and rug services	6,568.53
26	City of Ontario Chamber of Commerce	Corporate level annual membership dues	3,000.00
27	Coffman Associates Inc.	Professional service agreement-Engineering and technical support services for potential hydrogen facilities	12,768.00
28	Coffman Engineers Inc.	Professional service agreement-Engineering and technical support services for potential hydrogen facilities	3,575.00
29	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
30	East Valley Water District	Water services	833.31
31	Eaton Corporation	MOD-upgrade environmental monitoring and battery	7,065.75
32	Ergonomichome.com, Inc.	Desks for communication center office	9,949.59
33	ESRI	Annual ArcGIS online subscriptions	11,575.00
34	Event Design Lab	Live streaming services	1,200.00
35	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	1,502.16
36	FedEx	Courier services	36.58
37	Ferguson Enterprises LLC	Plumbing supplies and materials	102.51
38	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,645.45

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**12/12/2024**

Line	Company Name	Description	AP Register
39	Frederick James	Travel 11/2024 Apple Valley CA-Per Diem	78.75
40	Frontier Communications Corporation	Telephone services	2,957.81
41	Global Access Supply Inc.	Maintenance and repairs runway east circuit	1,308.70
42	Grainger	Parts and supplies for building repairs	30.65
43	Granite Telecommunications	Telephone services	13,668.43
44	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	4,333.33
45	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	1,635.96
46	Imagine Systems Inc.	Professional consulting services	3,143.56
47	Ingersoll Rand Company Industrial Tech	Cooler and compressor repairs	9,739.02
48	Inland Empire Broadcasting Corp DBA KOLA-FM Radio	Advertising for concert event	500.00
49	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	3,000.00
50	Jackhammer Movement Inc.	Marketing and advertising and 55 foot screen rental for concert event	11,513.00
51	John Gonzalez	Airport security course 10/2024 Ontario CA-Per Diem	263.48
52	Justin Huegel	Annual boot reimbursement	118.54
53	K&L Hardware and Plumbing Supply Inc	Maintenance tools and supplies	372.87
54	Kenny Kiecolt	Airport security course 10/2024 Ontario CA-Per Diem	268.84
55	Lee Chennault	BSIS reimbursement	121.53
56	Leonida Builders Inc.	Terminal building plywood panels replacement project	34,752.50
57	Louie Ramos	Annual boot reimbursement	200.00
58	Mackinac Software LLC	Planned monthly service fees for AWOS weather system	89.00
59	Matich Corporation	UAS resurfacing project	48,939.68
60	Matt Martin	Annual boot reimbursement	171.11
61	Merit Oil Company	Fuel inventory for fleet operations	23,166.82
62	Michael J. VanGorder Photography	Photography services for concert event	1,440.00
63	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	2,621.08
64	Nutrien AG Solutions Inc.	Herbicides, pesticides and insecticides-airfield maintenance	47.56
65	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	870.31
66	Pete's Road Service Inc.	Vehicle repairs and parts	4,494.70
67	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	758.51
68	Presidio Networked Solutions Grp LLC	Supplies and services networking equipment	56,812.45
69	Raymundo Mendoza	Annual boot reimbursement	190.30
70	Richard Taack	BSIS reimbursement	128.70
71	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
72	Robert Curtis	BSIS reimbursement	121.53
73	Robert Terrell	Airport security course 10/2024 Ontario CA-Per Diem	268.84
74	SBR Broadcasting Corp DBA KCAL-FM Radio	Advertising concert event	1,270.00

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**12/12/2024**

Line	Company Name	Description	AP Register
75	Singlewire Software, LLC	Emergency / notification communication software	5,460.00
76	SITA Information Networking Computing USA, Inc.	Monthly maintenance and support	1,404.28
77	Southern California Edison	Electric power	83,352.80
78	Staples Contract & Commercial LLC	Office supplies	1,618.05
79	Sunwest Printing Inc.	Custom printing to support the agency	204.45
80	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	5,423.24
81	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	6,180,995.10
82	Tom Dodson & Associates	Professional services - environmental issues/projects	310.00
83	Trilogy Medwaste West LLC	Waste disposal service for international flights	3,017.93
84	US Custom & Border Protection	Customs contract and inspection fees	3,766.32
85	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,450.37
86	Verizon Wireless	Wireless phone services	2,819.85
87	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	8,730.00
88	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	52,411.74
89	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
90	XGraphix LLC	Two security fleet vehicles branding graphics	3,338.20
	Total		\$ 6,959,371.72

**Visa Breakdown  
November 2024  
SBIAA**

Line	Description	Vendor	Dept.	
1	Cotter pin for fire extinguisher	Grainger	Fuel Farm	16.43
2	Supplies-sign replacement	Lowe's	Fuel Farm	190.16
3	Plants	Sunshine Growers	Maint.	213.78
4	Straw bales for drainage on airfield	All Pet Feed & Tack	Maint.	153.22
5	Supplies-screws	K&L hardware	Maint.	27.99
6	Pesticide cleaner	Siteone	Maint.	14.91
7	Airplane seat cleaning-concert event	Belico Details LLC	Maint.	845.00
8	Electrical supplies-communication room	Lowe's	Maint.	256.85
9	Heavy duty TV mount	Best Buy	Maint.	869.96
10	Service call-communication room	Doortech	Maint.	796.71
11	Electrical supplies	CED	Maint.	95.21
12	Electrical supplies	CED	Maint.	194.29
13	Electrical supplies	CED	Maint.	16.75
14	Gate back-up generators	Home Depot	Maint.	95.61
15	Coil cleaner AC unit	Allied	Maint.	116.54
16	Shop supplies	Grainger	Maint.	612.46
17	Batteries for gate back-up generators	Home Depot	Maint.	269.27
18	HEX tool set-Justin	Home Depot	Maint.	32.59
19	Light bulbs	CED	Maint.	128.80
20	Paint-concert event	K&L	Maint.	28.48
21	Paint-concert event	Home Depot	Maint.	325.84
22	HVAC filters UPS equipment	Home Depot	Maint.	60.77
23	Electrical supplies	Lowe's	Maint.	172.36
24	Electrical supplies	Lowe's	Maint.	112.53
25	Electrical supplies	Lowe's	Maint.	129.26
26	Service call AC unit repairs-Bldg. 673	A.O Reed	Maint.	313.00
27	Virtual Airport Noise Course registration - E. Estrada	EB 2024 virtual airport	OPS	1,750.00
28	Cordless hand vacuum	Home depot	OPS	129.41
29	Keyboard for workstation	SP RKgaming	OPS	43.50
30	System for the jet fuel line & dig safe board-monthly maintenance	Digalert	OPS	37.75
31	Basic ASOS virtual training registration - S. Lopez	American Association of Airport Executives	OPS	595.00
32	Basic ASOS virtual training registration - A. Kohrell	American Association of Airport Executives	OPS	595.00
33	ACE SMS registration fee	American Association of Airport Executives	OPS	510.00
34	Replace bar stools-terminal food court area	Wayfair	Admin.	887.36
35	Keypad covers	Grainger	Admin.	97.35
36	Tent rentals-concert event	Party Plus Rentals	Admin.	599.00
37	Slide stunt pads-concert event	Prep Shoot Strike	Admin.	1,485.00
38	Storage cabinet-D. Grahams office	Uline	Admin.	408.56
39	Quarterly department meeting-Bldg.730	Two Guys Pasta & Pizza	Maint.	157.00
40	Quarterly department meeting-Bldg.730	Maui Hawaiian BBQ	Maint.	33.23
41	Handwashing station rental	National Construction Rental	OPS	110.88
42	Badging supplies-clip badge reels	ID Supply	OPS	382.36
43	Signs-wall decals for airport	Xgraphix	OPS	315.38
44	Food for GA tenant meeting	Stater Bros.	OPS	37.65
45	Food for GA tenant meeting	Costco	OPS	251.10
46	Airline ticket marketing promotion contest	Breeze Airways	OPS	713.98
47	Crew Car detailing	Belico Details	FBO	440.00
48	CSR uniforms	Cintas	FBO	247.05
49	Movie streaming for the FBO theatre	Netflix	FBO	22.99
50	Fuel for FBO Crew Car	Chevron	FBO	46.06
51	CSR uniforms	Cintas	FBO	52.19
52	Cable for FBO theatre	Dish	FBO	149.85
53	CSR uniforms	Cintas	FBO	(110.90)
54	CSR uniforms	Cintas	FBO	(52.19)
55	CSR uniforms	Cintas	FBO	(86.99)
56	Supplies for FBO hospitality bar	Smart and Final	FBO	17.36
57	Fuel for FBO Crew Car	Chevron	FBO	29.33
58	Car Wash For Crew Car	Fast 5	FBO	16.00
59	Administrative lunch	Panera Bread	FBO	104.90

**Visa Breakdown  
November 2024  
SBIAA**

Line	Description	Vendor	Dept.	
60	CSR uniforms	Cintas	FBO	(52.19)
61	County Fire permit for Cruising At Altitude	EZOP	FBO	315.95
62	Supplies for FBO hospitality bar	Sam's Club	FBO	555.00
63	Supplies for FBO hospitality bar	Sam's Club	FBO	179.55
64	Lunches for fire crew	In and Out	FBO	344.80
65	Lunches for fire crew	Miguels Jr	FBO	363.33
66	Lunches for fire crew	Miguels Jr	FBO	7.61
67	Supplies for Cruising At Altitude Concert	Lowes	FBO	217.59
68	Hospitality for Cruising At Altitude Concert	Our Brew	FBO	2,905.00
69	Hospitality for Cruising At Altitude Concert	Desert Freeze	FBO	318.00
70	Pre-Employment background service	Checkr Inc .	HR	66.49
71	Hospitality for Cajon HS Pathway meeting	Farmer Boys	HR	94.43
72	Hospitality for Cajon HS Pathway meeting	Yum Yum Donuts	HR	31.96
73	New hire drug tests	Med Urgent Care Center	HR	339.90
74	Air scrubbers due to Line Fire	United Rentals	Maint.	3,343.87
75	Pipe plug for irrigation repairs	Peterson Resources	Maint.	136.23
76	Bottled water	Lowes	Maint.	189.50
77	Tow security vehicle 308	Armada Towing	Maint.	400.00
78	5 gallon buckets for Cruising at Altitude	Lowes	Maint.	184.01
79	Bldg. 56 October fire alarm monitoring	Redstar Fire Protection	Maint.	118.45
80	T-Handle ratcheting wrench	Harbor Freight	Maint.	132.62
81	Bldg. 666 exhaust fan	Global Industrial	Maint.	2,009.69
82	Crew car wash	Fast 5	FBO	16.00
83	Fuel for FBO Crew Car	Chevron	FBO	23.97
84	Crew car wash	Fast 5	FBO	8.00
85	Holiday decorations	Dollar Tree	FBO	69.33
86	Fuel for FBO Crew Car	Chevron	FBO	73.54
87	Crew car wash	Fast 5	FBO	16.00
88	Decorations and holiday supplies for hospitality bar	Sams Club	FBO	310.10
89	Fuel for FBO Crew Car	Chevron	FBO	51.17
90	Refill propane for equipment	AGP*BT Propane	FBO	55.74
91	Shipping expense for returns	FedEx	FBO	99.67
92	Fuel for FBO Crew Car	Chevron	FBO	26.04
93	Fuel for FBO Crew Car	Chevron	FBO	53.54
94	Development for radio communications wave access	Airwave Communications	IT	13.00
95	Parking revenue transaction processing CC processing	Windcave	IT	305.00
96	Agencies cloud server' website usage charges, split between servers for each agency \$117.50 (IVDA E110)	DigitalOcean	IT	58.75
97	Agencies cloud server' website usage charges, split between servers for each agency \$117.50 (IVDA E110)	DigitalOcean	IT	58.75
98	Website management software license, split between servers for each agency. Total \$90.28	CPANEL	IT	45.14
99	Website management software license, split between servers for each agency. Total \$90.28	CPANEL	IT	45.14
100	DNS service for .gov domains	Amazon Web Services	IT	1.03
101	TV content for concourse streaming service	Sling	IT	60.34
102	Online storage	Apple.com	IT	0.99
103	Monthly subscription-365	Microsoft	IT	653.61
104	Monthly subscription-teams audio	Microsoft	IT	2.68
105	Drawing conversion software	Comecero	IT	98.00
106	Hosted IT collaboration	Slack	IT	43.75
107	Terminal background music streaming	Soundtrack Your Brand	IT	54.00
108	Images needed for FlySBD.com blog program	iStockPhoto	Mktg.	325.00
109	Concert event listing promotion on Eventbrite	Eventbrite	Mktg.	25.61
110	Concert event listing promotion on Eventbrite	Eventbrite	Mktg.	89.57
111	Concert event listing promotion on Eventbrite	Eventbrite	Mktg.	211.42
112	Tent weights for EZ UP for street events	Amazon	Mktg.	75.38
113	Stock imagery subscription	Adobe	Mktg.	49.99
114	Helium tank for balloons-concert event	Party City	Mktg.	53.86
115	Concert event listing promotion on Eventbrite	Eventbrite	Mktg.	200.66

**Visa Breakdown  
November 2024  
SBIAA**

Line	Description	Vendor	Dept.	
116	Safety black neck lanyards	Amazon	Mktg.	150.00
117	VIP hospitality food for concert event	Baja King Fish Tacos	Mktg.	1,897.69
118	VIP hospitality food for concert event	Josh's Front Yard BBQ	Mktg.	1,199.00
119	VIP hospitality food for concert event	Italia Pasta E Pizza	Mktg.	1,935.99
120	VIP hospitality food for concert event	D.R.E.A.M.Y Food Works	Mktg.	765.16
121	VIP hospitality food for concert event	The Habit Burger Grill	Mktg.	4,233.00
122	Luxury restroom trailer-concert event	Gott Go	FBO	3,454.00
123	John Deere parts-mower deck blades	RDO Equipment	Fleet	1,250.99
124	Stage plane steel supplies	Patton Sales Corp.	Fleet	783.00
125	Hose repairs for R8 ARFF	Bernell	Fleet	142.27
126	Accidental personal use of card	Mega Burger	Fleet	58.58
127	Tires for can-am	Pete's Road service	Fleet	627.64
128	Supplies for stage plane concert event	Lowe's	Fleet	302.15
129	Shifter guide plate for can-am	Chaparral Motorsports	Fleet	20.10
130	ASE vehicle brake training and registration fee	Automotive Service Excellence	Fleet	90.00
131	Stage plane supplies	Patton Sales Corp.	Fleet	83.52
132	Supplies for stage plane concert event	Lowe's	Fleet	123.71
133	Alternator repair blue tug FBO	Quality Power	Fleet	129.04
134	FBO equipment tires	Pete's Road service	Fleet	475.98
135	Fleet trailer tires	Pete's Road service	Fleet	558.04
136	Shifter guide plate for can-am	Chaparral Motorsports	Fleet	21.74
137	Tailgate handle ground truck 06-81	Hatfield Buick GMC	Fleet	34.38
138	Tires for truck 52	Pete's Road service	Fleet	919.99
139	10 Air mover fans	Superior flood and fire restoration	OPS	500.00
140	Travel training Costa Mesa T. Savage-lodging	Ramada Inn & Suites	Admin.	321.36
141	Travel CSDA M. Sutton-meals	Renaissance Hotel	Admin.	(63.03)
142	Travel Las Vegas NV W. McConaughey-lodging	Resorts World Las Vegas	Admin.	221.09
143	Travel Las Vegas NV M. Mendoza-lodging	Resorts World Las Vegas	Admin.	221.09
144	Travel Las Vegas NV M. Martinez-lodging	Resorts World Las Vegas	Admin.	221.09
145	Travel NBAA 10/2024 Las Vegas Nev. M. Mendoza-transportation	Vegas Loop	FBO	15.00
146	Travel NBAA 10/2024 Las Vegas Nev. M. Mendoza-transportation	Vegas Loop	FBO	15.00
147	Travel NBAA 10/2024 Las Vegas Nev. M. Mendoza-transportation	Vegas Loop	FBO	15.00
148	Travel NBAA 10/2024 Las Vegas NV-W. McConaughey airport to hotel-transportation	Uber	FBO	53.75
149	Travel SFO 10/2024 ACI-NA Conference A. Casarez San Francisco CA - transportation	Uber	Mktg.	10.00
150	Travel SFO 10/2024 ACI-NA Conference A. Casarez San Francisco CA - transportation	Uber	Mktg.	44.93
				52,411.74
	VISA Statement Balance			52,411.74
	Date Prepared: 12/03/2024			



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 5**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR SEPTEMBER 30, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)**

**SUMMARY**

SBIAA's monthly Treasurer's Report that reconciles cash.

**RECOMMENDED ACTION(S)**

Receive and file Treasurer's Report for September 30, 2024 for the San Bernardino International Airport Authority (SBIAA).

**FISCAL IMPACT**

None.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Attached is the Treasurer's Report for September 30, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$7,246,800.91 on September 30, 2024. Bank statements reflect \$7,406,783.29. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items September 30, 2024.

If you have any questions about this report, please contact me at (909) 382-4100 x141.

**Attachments:**


1. Treasurer's Report for September 30, 2024

**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

**Treasurer Report  
September 30, 2024**

<u>Cash</u>	Balance 08/31/24	Activities	Balance 09/30/24
<i>Checking Account - Wells Fargo Bank</i>	\$ 2,623,678.23	\$ 462,430.79	\$ 3,086,109.02
Deposits In Transit:			
Beginning	2,155.15	(2,155.15)	-
Ending	-	78,307.76	78,307.76
Outstanding Checks:			
Beginning	(464,363.42)	464,363.42	-
Ending	-	(238,290.14)	(238,290.14)
 <i>Premium Money Market Account - Wells Fargo Bank</i>	 2,236,594.12	 1,834.00	 2,238,428.12
Deposits In Transit:			
Beginning			
Ending			
 <i>Payroll Account - Wells Fargo Bank</i>	 4,903.91	 267,344.09	 272,248.00
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
 Subtotal	 4,402,967.99	 1,033,834.77	 5,436,802.76
 <u>Investments</u>			
<i>Local Agency Investment Funds</i>	340,952.94	-	340,952.94
Deposits In Transit:			
Beginning			
Ending			
 Subtotal	 340,952.94	 -	 340,952.94
 <u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	687,732.72	2,865.32	690,598.04
Reserve Fund- US Bank 2021A series	525,268.14	2,188.44	527,456.58
Debt Service Fund-US Bank-2021B series	183,513.25	764.58	184,277.83
Reserve Fund -US Bank-2021B series	66,435.97	276.79	66,712.76
 Subtotal	 1,462,950.08	 6,095.13	 1,469,045.21
 Total Cash and Investments	 \$ 6,206,871.01	 1,039,929.90	 \$ 7,246,800.91

I certify that this report accurately reflects all cash and investments for the above period and all the investment is in compliance with San Bernardino International Airport Authority's Investment policy. San Bernardino International Airport Authority shall be able to meet it's expenditure requirement for next six month, anticipating operational fund receipts from IVDA.

  
Mark Cousineau, Treasurer



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 6**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR OCTOBER 31, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)**

**SUMMARY**

SBIAA's monthly Treasurer's Report that reconciles cash.

**RECOMMENDED ACTION(S)**

Receive and file Treasurer's Report for October 31, 2024 for the San Bernardino International Airport Authority (SBIAA).

**FISCAL IMPACT**

None.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	N/A
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Attached is the Treasurer's Report for October 31, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$7,293,832.50 on October 31, 2024. Bank statements reflect \$7,932,758.20. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items October 31, 2024.

If you have any questions about this report, please contact me at (909) 382-4100 x141.

**Attachments:**

1. Treasurer's Report for October 31, 2024

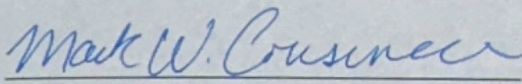
**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

**Treasurer Report**

**October 31, 2024**

<u>Cash</u>	Balance 09/30/24	Activities	Balance 10/31/24
<i>Checking Account - Wells Fargo Bank</i>	\$ 3,086,109.02	\$ 1,046,700.36	\$ 4,132,809.38
Deposits In Transit:			
Beginning	78,307.76	(78,307.76)	-
Ending	-	742.93	742.93
Outstanding Checks:			
Beginning	(238,290.14)	238,290.14	-
Ending	-	(639,668.63)	(639,668.63)
 <i>Premium Money Market Account - Wells Fargo Bank</i>	 2,238,428.12	 (264,566.66)	 1,973,861.46
Deposits In Transit:			
Beginning			
Ending			
 <i>Payroll Account - Wells Fargo Bank</i>	 272,248.00	 (265,925.00)	 6,323.00
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
 Subtotal	 5,436,802.76	 37,265.38	 5,474,068.14
 <u>Investments</u>			
<i>Local Agency Investment Funds</i>	340,952.94	4,043.34	344,996.28
Deposits In Transit:			
Beginning			
Ending			
Subtotal	340,952.94	4,043.34	344,996.28
 <u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	690,598.04	2,690.32	693,288.36
Reserve Fund- US Bank 2021A series	527,456.58	2,054.78	529,511.36
Debt Service Fund-US Bank-2021B series	184,277.83	717.88	184,995.71
Reserve Fund -US Bank-2021B series	66,712.76	259.89	66,972.65
 Subtotal	 1,469,045.21	 5,722.87	 1,474,768.08
 Total Cash and Investments	 \$ 7,246,800.91	 47,031.59	 \$ 7,293,832.50

I certify that this report accurately reflects all cash and investments for the above period and all the investment is in compliance with San Bernardino International Airport Authority's investment policy. San Bernardino International Airport Authority shall be able to meet it's expenditure requirement for next six month, anticipating operational fund receipts from IVDA.

  
Mark Cousineau, Treasurer



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 7**

**PRESENTER: Mark Gibbs, Director of Aviation**

**SUBJECT: AUTHORIZE STAFF TO ADVERTISE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE RECONSTRUCT PORTION OF TAXIWAY "A" PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT**

### **SUMMARY**

Approval of this item will allow Staff to advertise construction plans and specifications for the Reconstruct Portion of Taxiway "A" Project at the San Bernardino International Airport. Staff will publicly advertise for construction services in accordance with FAA requirements. The majority of funding for this work is compensable from grant funding through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP).

### **RECOMMENDED ACTION(S)**

Authorize Staff to advertise construction plans and specifications for the Reconstruct Portion of Taxiway "A" Project in accordance with Federal Aviation Administration (FAA) requirements and San Bernardino International Airport Authority (SBIAA) purchasing policies and procedures.

### **FISCAL IMPACT**

None. Responsive construction bids will be brought back to the SBIAA Commission for consideration and approval at a future date.

PREPARED BY:	Mark Gibbs
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

On September 25, 2024, the SBIAA Commission awarded design of the Reconstruct Portion of Taxiway "A" Project (Project) to Aecom Technical Services, Inc. Engineered plans and specifications are nearing completion, and Staff has been working closely with the FAA to ensure conformance with federal requirements. This airport infrastructure project is eligible for grant funding from the FAA's AIP program in conformance with the Airport's capital improvement program. Notices of availability would be published in local newspapers of general circulation, the Airport's website, and by contacting companies known to be familiar with this type of work.

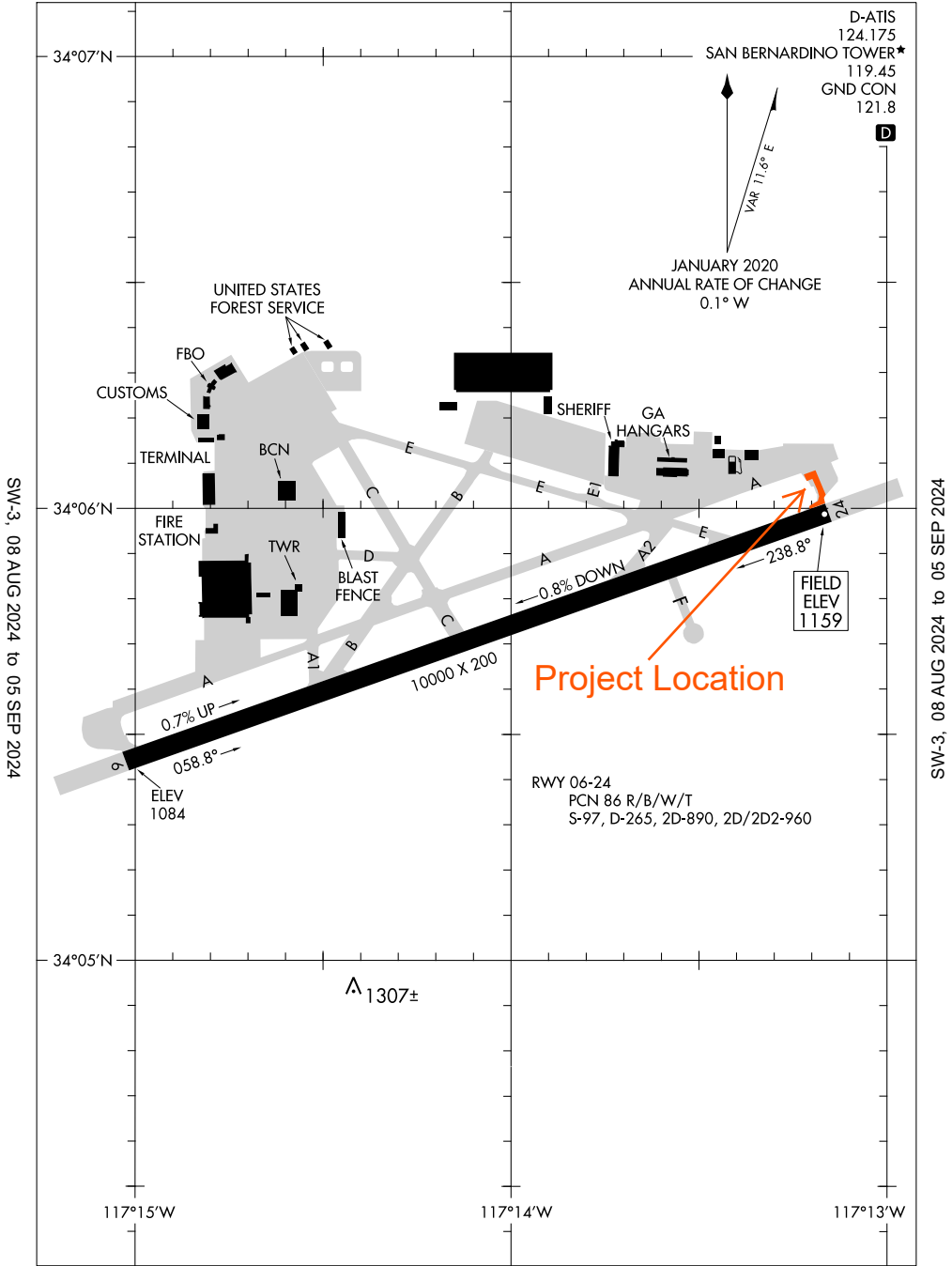
This Project involves the removal and replacement of approximately 375-foot x 75-foot and filet section of Portland Cement Concrete (PCC) pavement and sub-base materials located at the eastern end of Taxiway "A." This section of taxiway is a primary taxi route to Runway 24, and will replace existing PCC pavement that has exceeded its useful life.

Resulting bids from the most competitive construction firm will be presented to the SBIAA Commission for consideration at a future meeting. This item is for approval to advertise construction plans and specifications only.

Staff recommends the Commission approve the above recommended action.

**Attachments:**

1. Project location map





**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 8**

**PRESENTER: Jonathan Galvan, Airport Manager**

**SUBJECT: APPROVE THE PURCHASE OF A 2016 JLG 84-FOOT TELESCOPING BOOM LIFT FROM UNITED RENTALS, BRANCH DM2, IN AN AMOUNT NOT TO EXCEED \$52,363.13**

### **SUMMARY**

Bids were solicited for the purchase of an 80-foot or higher telescoping boom lift for use by the airport maintenance department to gain access to facilities and equipment located in high or hard-to-reach places. United Rentals, Branch DM2 provided the most competitive quote from this solicitation in the amount of \$52,363.13.

### **RECOMMENDED ACTION(S)**

Approve the purchase of a 2016 JLG 84-foot telescoping boom lift from United Rentals, Branch DM2 in an amount not to exceed \$52,363.13; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for this equipment purchase is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in the Maintenance Department, Budget Class 63 – Capital and Roadway Outlays for purchase of equipment in the amount of \$555,000 of which \$52,400 is available for this purchase.

PREPARED BY:	Jonathan Galvan
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Airport maintenance personnel routinely access high-reach places around the airport for the purpose of trimming trees, maintaining facilities and equipment, preparing for events, and other similar uses. A safe and reliable boom lift with the proper height capabilities is critical to personnel safety, and the ability to accomplish tasks efficiently. The airport currently owns a boom lift with a 90-foot reach. However, this existing lift has been owned by the airport for nearly 10 years and is approaching the end of its useful life.

To ensure continuous accessibility to a functional lift, staff solicited quotes for an 80-foot or higher telescoping boom lift. Four (4) quotes were received from this solicitation, from which United Rentals, Branch DM2 provided the most competitive quote for a 4-wheel drive, 2016 JLG, 84-foot telescoping boom lift with approximately 2,100 hours of service in the amount of \$52,363.13.

Staff recommends the San Bernardino International Airport Authority Commission approve the above recommended action.

**Attachments:**

1. United Rentals bid
2. Bid tabulation



## SALE QUOTE

BRANCH DM2  
7820 LINCOLN AVE  
RIVERSIDE CA 92504-4443  
909-877-0126  
909-877-6239 FAX

# 241737320

Job Site

SBD AIRPORT  
264 S LELAND NORTON WAY  
SAN BERNARDINO CA 92408-0172

Office: 909-677-2006 Cell: 909-996-2401

SAN BERNARDINO INTERNATIONAL  
1601 E 3RD ST  
SN BERNRDNO CA 92408-0219

Customer # : 722014  
Quote Date : 11/25/24  
  
UR Job Loc : 264 S LELAND NORTON  
UR Job # : 3  
Customer Job ID:  
P.O. # : TBD  
Ordered By : SHAUNTIL CARVALHO  
Written By : CHRISTOPHER GILLESPI  
Salesperson :

**This is not an invoice  
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10479471 CC: 310-8526 BOOM 84-86' TELESCOPIC 4WD Make: JLG Model: 860SJ Model Year: 16 HR OUT: 2072.869	48000.00	48000.00
DELIVERY CHARGE			150.00
Sub-total:			48150.00
Tax:			4213.13
Total:			52363.13

CONTACT: MATT MARTIN  
CELL#: 909-996-2401

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .  
THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

## QUOTE SUMMARY SHEET

Agency: SBIAA Requester Name: Matt Martin Date: 11/25/2024 Requesting Division: Maintenance Attachments (List): Pricing from two companies Description of project/reason for PR: For 84-86' Boomlift

DESCRIPTION	BRAND/ITEM SPECS OR EQUIVALENT	QTY	UOM	United Rentals				United Rentals				All Access				All Access			
				PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H
JLG	84-86' boomlift	1	ea	\$48,000.00	\$48,000.00	\$4,213.13	\$150.00	\$55,000.00	\$55,000.00	\$4,828.69	\$185.00	\$107,338.00	\$107,338.00	\$8,318.70	\$200.00	\$75,000.00	\$75,000.00	\$5,812.50	\$225.00
GRAND TOTALS:						\$52,363.13				\$60,013.69				\$115,856.70				\$81,037.50	

SELECTED VENDOR: VENDOR 1

JUSTIFICATION FOR SELECTED VENDOR:	VENDOR INFORMATION:	
<input checked="" type="checkbox"/> Lowest overall price	Vendor 1 Company Name:	United Rentals
<input type="checkbox"/> Only vendor that can meet deadline	Address:	7820 Lincoln Ave Riverside, CA 92504
<input type="checkbox"/> Only responsive vendor	Contact information:	<a href="tel:909-877-0126">909-877-0126</a>
<input type="checkbox"/> Only vendor that carries item(s) needed or equivalent of	Vendor 2 Company Name:	United Rentals
Form of communication used to obtain quotes/pricing:	Address:	7820 Lincoln Ave Riverside, CA 92504
Received sales quotes/pricing via email from contacted vendors for cost of unit	Contact information:	<a href="tel:909-877-0126">909-877-0126</a>
	Vendor 3 Company Name:	All Access Service
	Address:	3364 Helix St Spring Valley, CA 91977
	Contact information:	<a href="tel:619-222-9337">619-222-9337</a>
	Vendor 4 Company Name:	All Access Service
	Address:	3364 Helix St Spring Valley, CA 91977
	Contact information:	<a href="tel:619-222-9337">619-222-9337</a>



# SALE QUOTE

BRANCH DM2  
7820 LINCOLN AVE  
RIVERSIDE CA 92504-4443  
909-877-0126  
909-877-6239 FAX

# 240446853

Job Site

SBD AIRPORT  
264 S LELAND NORTON WAY  
SAN BERNARDINO CA 92408-0172

Office: 909-677-2006 Cell: 909-996-2401

SAN BERNARDINO INTERNATIONAL  
1601 E 3RD ST  
SN BERNRDNO CA 92408-0219

Customer # : 722014  
Quote Date : 10/22/24  
  
UR Job Loc : 264 S LELAND NORTON  
UR Job # : 3  
Customer Job ID:  
P.O. # : TBD  
Ordered By : MATT MARTIN  
Written By : KENNETH MCGRATH  
Salesperson :

**This is not an invoice  
Please do not pay from this document**

Qty	Equipment #	Price	Amount
1	10479471 CC: 310-8526 BOOM 84-86' TELESCOPIC 4WD Make: JLG Model: 860SJ Model Year: 16 HR OUT: 2000.426	55000.00	55000.00
	DELIVERY CHARGE		185.00
		Sub-total:	55185.00
		Tax:	4828.69
		Total:	60013.69

CONTACT: MATT MARTIN  
CELL#: 909-996-2401

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX .  
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909-877-0126  
909-877-6239 FAX

# 241737320

Job Site

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CELL#: 909-996-2401

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## Sales Quote

3364 Helix St Spring Valley, CA 91977

OFFICE:	619.222.9337	BRANCH #	RIV
FAX:	619.697.1082	SALES REP	Mike J
CELL:	714-719-6444	DATE :	11/18/24
Quote #:			112624-tc-rs-860
Quote prepared by:			Tony

CUSTOMER INFORMATION				EMAIL :	<a href="mailto:Acerone@AllAccessRentals.com">Acerone@AllAccessRentals.com</a>
				JOB SITE INFORMATION	
NAME	San Bernardino International Airport			PHONE	
CONTACT	Matt Martin			CONTACT	<a href="mailto:mmartin@sbdairport.com">mmartin@sbdairport.com</a>
ADDRESS				ADDRESS	
CITY	San Bernardino	STATE	Ca	CITY	
ZIP				ZIP	
PHONE	909-996-2401	FAX		PHONE	
				FAX	

Qty	Description	S/N	Year	Eq #			Estimated Total
1	JLG 860 SJ - 1852.4 operation hours	300218791	2016				\$75,000.00
	Unit in -stock , Riverside, Ca.						
	New paint and safety decals						
	Good tires						
	Sold as is , no warranty - Sold in work ready condition						
	* Unit is available for inspection and test.						
	Platform Height--Elevated						
	800S 80 ft 24.38 m						
	860SJ 86 ft 26.21 m						
	Horizontal Outreach						
	800S 71 ft 21.64 m						
	860SJ 75 ft 22.86 m						
	Swing 360° Continuous						
	Platform Capacity--						
	Restricted (800S) 1,000 lb 454 kg						
	Restricted (860SJ) 750 lb 340 kg						
	Platform Capacity--						
	Unrestricted 500 lb 227 kg						
	Platform Rotator 180° Hydraulic						
	Jib Range of Articulation						
	860SJ 130° +70, -60						
	Weight†						
	800S 33,030 lb 14,982 kg						
	860SJ 36,230 lb 16,433 kg						
	Max. Ground Bearing Pressure						
	800S 72 psi 5.06 kg/cm²						
	860SJ 81 psi 5.89 kg/cm²						
	Drive Speed 2WD 3.5 mph 5.6 kmph						
	Drive Speed 4WD 3.5 mph 5.6 kmph						
	Gradeability 2WD 25%						
	Gradeability 4WD 45%						
	Turning Radius						
	Inside 12 ft 6 in. 3.8 m						
	Outside 19 ft 8 in. 6.02 m						
	1. Certain options or country standards will increase weight.						

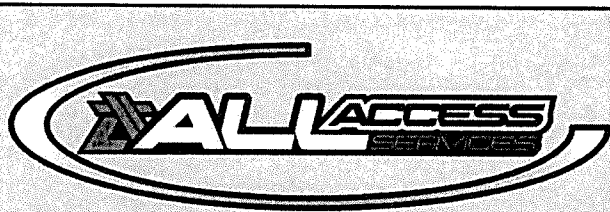
SIGN:

SUB TOTAL		\$75,000.00
TRANSPORTATION CHARGES		\$225.00
ENVIRONMENTAL RECOVERY FEE		
CA Sales Tax	7.75%	\$5,812.50
LOSS & DAMAGE WAIVER	N	
ESTIMATED TOTAL		\$81,037.50

### COMMENTS:

"When operated in California, any off-road diesel vehicle may be subject to the California Air Resource Board In use of Off-Road Vehicle Regulation. For more information, please visit the California Air Resource Board website at: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>"

**This price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of ALL ACCESS RENTALS Contract or Sales Invoice.**



## Sales Quote

3364 Helix St Spring Valley, CA 91977

OFFICE:	619.222.9337	BRANCH #	RIV
FAX:	619.697.1082	SALES REP	Mike J
CELL:	714-719-6444	DATE:	11/18/24

Quote #: 111824-tc-rs-460

Quote prepared by: Tony

EMAIL: Acerone@AllAccessRentals.com

### CUSTOMER INFORMATION

### JOB SITE INFORMATION

NAME	San Bernardino International Airport			PHONE			
CONTACT	Matt Martin			CONTACT	mmartin@sbdairport.com		
ADDRESS				ADDRESS			
CITY	San Bernardino	STATE	Ca	CITY		STATE	
ZIP				ZIP			
PHONE	909-996-2401	FAX		PHONE		FAX	

Qty	Description	S/N	Year	Eq #	Estimated Total	
1	JLG 460		2024			\$107,338.00
	Unit in stock, Riverside, Ca.					
	<b>Performance</b>					
	Platform Height	46 ft / 14.05 m				
	Horizontal Outreach	39 ft / 12 m				
	Swing	360 Degrees Continuous				
	Platform Capacity (Restricted)	750/1,000 lb / 340/454 kg				
	Platform Capacity (Unrestricted)	660 lb / 300 kg				
	Platform Rotator	180 Degrees Hydraulic				
	Jib Length	6 ft / 1.83 m				
	Jib Range of Articulation	130 Degrees (+71, -61)				
	Weight*	20,516 lb / 9,306 kg				
	Max. Ground Bearing Pressure	971 psi / 6.8 kg/cm <sup>2</sup>				
	Drive Speed	4.25 mph / 6.8 km/h				
	Gradeability	45%				
	Tilt Cut Out	5 Degrees				
	Turning Radius (Insider/Outside)	6 ft 6.9 in (2.0 m) / 15 ft 10.5 in (4.8 m)				
	<b>Engine</b>					
	Dual Fuel - Kubota WG2503	61 hp / 45.5 kW				
	Diesel Fuel - Deutz D2.9L4 Tier 4 Final	49 hp / 36.4 kW				
	Fuel Tank Capacity	22 gal / 83.3 L				


SIGN:

SUB TOTAL	\$107,338.00
TRANSPORTATION CHARGES	\$200.00
ENVIRONMENTAL RECOVERY FEE	
CA Sales Tax	7.75%
LOSS & DAMAGE WAIVER	N
ESTIMATED TOTAL	\$115,856.70

COMMENTS:

"When operated in California, any off-road diesel vehicle may be subject to the California Air Resource Board In use of Off-Road Vehicle Regulation. For more information, please visit the California Air Resource Board website at: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>"

**This price quote is for information purposes only and does not constitute an offer to rent or sell goods or equipment. All rentals or sales shall be subject to the terms and conditions of ALL ACCESS RENTALS Contract or Sales Invoice.**

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 9</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: APPROVE MEETING MINUTES: OCTOBER 23, 2024**

### **SUMMARY**

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, October 23, 2024.

### **RECOMMENDED ACTION(S)**

Approve meeting minutes of the regular meeting held October 23, 2024.

### **FISCAL IMPACT**

None.

PREPARED BY:	Jillian Ubaldo
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

### **BACKGROUND INFORMATION**

None.

### **Attachments:**

1. October 23, 2024 meeting minutes

# SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

## REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, OCTOBER 23, 2024

5:00 P.M.

MAIN AUDITORIUM – Norton Regional Event Center 1601 East Third Street, San Bernardino, CA



A regional joint powers authority dedicated to the reuse of Norton Air Force Base  
for the economic benefit of the East Valley

### Commission Members

#### City of Colton

Mayor Frank J. Navarro, President	Present
Councilmember John Echevarria (alt)	Absent

#### City of Loma Linda

Councilmember Rhodes Rigsby, Vice President	Present (arrived at 5:03 p.m.)
Mayor Phillip Dupper (alt)	Absent

#### County of San Bernardino

Supervisor Dawn Rowe	Present
Supervisor Joe Baca, Jr. (alt)	Absent

#### City of San Bernardino

Mayor Helen Tran	Present
Councilmember Theodore Sanchez	Present
Mayor Pro Tem Fred Shorett (alt)	Present (in audience)

#### City of Highland

Mayor Penny Lilburn, Secretary	Present (arrived at 5:03 p.m.)
Mayor Pro Tem Larry McCallon (alt)	Present (in audience)

#### Staff Members and Others Present

Michael Burrows, Chief Executive Officer	Scott Huber, Legal Counsel, Cole Huber LLP
Mark Gibbs, Director of Aviation	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP
Catherine Pritchett, Director of Administration	Jonathan Galvan, Airport Manager
Mark Cousineau, Director of Finance	Darrell Hale, Property Manager
Jeff Barrow, Director of Development	Jillian Ubaldo, Assistant Secretary of the Commission

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:02 p.m. on Wednesday, October 23, 2024.

A. **CALL TO ORDER / ROLL CALL**

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Airport Manager Jonathan Galvan in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

C. **CLOSED SESSION**

President Frank Navarro recessed to closed session at 5:03 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: 105 North Leland Norton Way, San Bernardino CA 92408  
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)
- b. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- c. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207

D. **REPORT ON CLOSED SESSION**

President Frank Navarro reconvened the meeting at 5:13 p.m. President Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, if there were any reportable items. Mr. Huber reported that there were none.

E. **ITEMS TO BE ADDED OR DELETED**

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

1. President Frank Navarro stated Commission members should note the item(s) listed which might require member abstentions.

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

Mr. Michael Burrows, Chief Executive Officer, presented the following informational items:

2. Informational Items
  - a. Chief Executive Officer's Report
  - b. Report on 2nd Annual Cruising at Altitude Event
  - c. Report on Airport Layout Plan (ALP) Update
  - d. Discussion regarding rescheduling November and December Regular Meeting Dates
- 2a. Mr. Mark Gibbs, Director of Aviation, provided an update using ESRI Site Scan on the completion of the FAA AOA Access Road Project.
- 2b. Mr. Mark Gibbs, Director of Aviation, provided an overview of the 2nd Annual Cruising at Altitude Event, highlighting the musical performances and registered attendees.
- 2c. Mr. Mark Gibbs, Director of Aviation, shared that the Airport Layout Plan (ALP) required by the FAA for grant funding has been approved and will be revised as needed.
- 2d. Ms. Jillian Ubaldo, Assistant Secretary of the Commission, informed the Commission of the November and December meeting conflicts due to the holidays.

The Commission asked if the holiday schedule could be shared earlier in the year and asked to revisit the date selection through email.

H. **COMMISSION CONSENT ITEMS**

Let the record reflect that all votes were done by roll call with each Commissioners' name and vote stated by voice.

3. Register of Demands for September 2024
4. Receive and file Treasurer's Report for August 31, 2024, for the San Bernardino International Airport Authority (SBIAA)
5. Approve change order No. 1 with Matich Corporation in an amount not to exceed \$48,939.68 for the AOA Vehicle Access Road Project and approve the filing of a Notice of Completion and Release of Retained Funds for this contract; and authorize the Chief Executive Officer to execute all related documents
6. Approve Meeting Minutes: September 25, 2024

**ACTION:** Approve Agenda Item Nos. 3–6

RESULT: **ADOPTED [UNANIMOUSLY]**  
MOTION/SECOND: Rigsby / Rowe  
AYES: Navarro, Rigsby, Rowe, Lilburn, Tran, and Sanchez  
NAYS: None  
ABSTENTIONS: None  
ABSENT: None

**I. COMMISSION ACTION ITEMS**

Let the record reflect that all votes were done by roll call with each Commissioners' name and vote stated by voice.

7. Receive and file the updated Procurement and Purchasing Procedures for the San Bernardino International Airport Authority (SBIAA)

Mr. Mark Cousineau, Director of Finance, provided an overview of the updated SBIAA Procurement and Purchasing Procedures Manual, September 2024 revision, and corrected a typographical error on page 4 of the document relating to CEO purchasing authority.

This item was for discussion purposes only; no formal action was taken.

**ACTION:** Receive and file the updated SBIAA Procurement and Purchasing Procedures Manual, September 2024 revision.

8. Approve an Amended and Restated Lease Agreement with Thunder International Group, Inc. (Thunder) for Building No. 56

Mr. Darrell Hale, Property Manager, outlined the Amended and Restated Lease Agreement with Thunder International Group, Inc., which would allow them to expand into Suite C of Building No. 56, increasing their space to approximately 95,158 sq. ft.

**ACTION:** Approve an Amended and Restated Lease Agreement with Thunder International Group, Inc. for Building No. 56; and authorize the Chief Executive Officer to execute all related documents; subject to technical and conforming changes as approved by legal counsel.

RESULT: **ADOPTED [UNANIMOUSLY]**  
MOTION/SECOND: Rigsby / Tran  
AYES: Navarro, Rigsby, Rowe, Lilburn, Tran, and Sanchez  
NAYS: None  
ABSTENTIONS: None  
ABSENT: None

9. Consider and discuss the SBD Good Neighbor Program Third Quarter 2024 Report

Mr. Mark Gibbs, Director of Aviation, noted the importance of the SBD Good Neighbor Program to keep Commission Members, the FAA, and residents informed.

October 23, 2024

Ms. Rosemary Barnes, Aviatrix Communications, provided a quarterly report of the SBD Good Neighbor Program.

This item was for discussion purposes only; no formal action was taken.

**ACTION:** Consider and discuss the SBD Good Neighbor Program quarterly report.

10. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through December 31, 2024

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "September, 2024 – Airport Focal Areas" (as contained on pages 187-189 in the agenda packet).

This item was for discussion purposes only; no formal action was taken.

**ACTION:** Review the Action Plan for the San Bernardino International Airport Authority through December 31, 2024.

J. **ADDED AND DEFERRED ITEMS**

There were no items to be added or deferred.

K. **OPEN SESSION PUBLIC COMMENT**

There were no open session public comments.

L. **COMMISSION MEMBER COMMENT**

Councilmember Theodore Sanchez, Mayor Frank Navarro, and Mayor Pro Tem Penny Lilburn thanked staff for the successful 2nd Annual Cruising at Altitude Event.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:41 p.m.

**Approved at a Special Meeting of the San Bernardino International Airport Authority on Wednesday, December 12, 2024.**

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Jillian Ubaldo  
Assistant Secretary of the Commission



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 10**

**PRESENTER: Mark Cousineau, Director of Finance**

**SUBJECT: CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-2025**

### **SUMMARY**

The proposed adjustments modify the adopted San Bernardino International Airport Authority's (SBIAA) budget to reflect improved estimates and changes in conditions in the accounts reflected in the Proposed Budget Adjustments Table.

### **RECOMMENDED ACTION(S)**

Consider and adopt budget adjustments reflected in the Proposed Budget Adjustments Table for Fiscal year 2024-2025.

### **FISCAL IMPACT**

The composition for the requested adjustments is detailed in the attached "Proposed Budget Adjustment Table". The combined net effect on the San Bernardino International Airport Authority's Fiscal Year 2024-2025 Budget, if approved, would be a net increase in budgetary revenues of \$233,000.

PREPARED BY:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

## **BACKGROUND INFORMATION**

On June 26, 2024, the San Bernardino International Airport Authority (SBIAA) Commission adopted the SBIAA Budget for Fiscal Year 2024-2025. SBIAA staff determined the following adjustments are necessary based on changes since the budget was approved. Capital Project adjustments require Commission approval.

The net effect of the proposed budget adjustments is an increase in budgetary net income of \$233,000. Estimated revenues are increasing \$591,000 due to increased facility utilization for month-to-month parking, vacant land, and building and hangar license and lease agreements.

The increase in budgetary expenses of \$358,000 is comprised of \$210,000 in salaries and benefits allowances plus \$73,000 of reimbursements to the Inland Valley Development Agency for administrative and business support services rendered, and a \$75,000 increase in needed capital project improvements to the Luxivair-SBD FBO building, as reconciled through the migration to our new accounting and other software systems.

Staff identified the following budget classes that require modification. They are described in the table below:

S

### **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY FY 2024-2025 Proposed Budget Adjustments December 2024**

#### **PROPOSED BUDGET ADJUSTMENTS TABLE**

<b>Proposed Adjustments</b>			<b>Budget Class</b>	<b>Approved Budget</b>	<b>Proposed Adjustments</b>	<b>Adjusted Budget</b>
<i>Expenditures &amp; Transfers Out</i>						
<b>A</b>	All Departments	51	- Personal Services (salaries, benefits, etc.)	\$ 9,625,000	\$ 210,000	\$ 9,835,000
<b>A</b>	All Departments	51	- Reimbursed Personal Services - IVDA	1,927,100	73,000	2,000,100
<b>B</b>	Luxivair-SBD	63	- Capital Project (25s080 - FBO Improvements)	75,000	75,000	150,000
Increase (Decrease) in expenditures & transfers out					<u>358,000</u>	
<i>Revenues &amp; Transfers In</i>						
<b>C</b>	Property Management	44	- Land & Facility Leases and Licenses	12,771,717	591,000	13,362,717
Increase (Decrease) in revenues & transfers in					<u>591,000</u>	
Net Budget Adjustment, Revenues in Excess of Expenditures					<u>\$ 233,000</u>	

- A** \$283,000 net increase in salaries, wages, related payroll expenses, and employee benefits for the remainder of the fiscal year are necessary to support the SBIAA employee compensation structure and plan and reimburse the Inland Valley Development Agency for administrative and business support services.

- B** \$75,000 increase in capital projects outlay necessary to replace and refresh equipment and furnishings, and customer hospitality spaces.
- C** \$591,000 increase in lease and license revenues consisting of realized and estimated revenues from licensing parking lots, vacant land, buildings, and hangars.

Staff recommends that the Commission approve the above recommended action.

**Attachments:**

1. None



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 11**

**PRESENTER: Jonathan Galvan, Airport Manager**

**SUBJECT: RATIFY THE PROCUREMENT OF A JOHN DEERE 6105E TRACTOR AND ALAMO FALCON-15 HYDRAULIC MOWER DECK FROM RDO EQUIPMENT CO. IN AN AMOUNT NOT TO EXCEED \$154,177.47**

### **SUMMARY**

Approval of this item would ratify the procurement of a John Deere 6105E tractor and Alamo Falcon-15 hydraulic mower deck necessary to ensure airfield vegetation is adequately maintained to reduce wildlife attractants and minimize airfield hazards in conformance with FAA requirements and the Airport's Wildlife Hazard Management Plan.

### **RECOMMENDED ACTION(S)**

Ratify the procurement of a John Deere 6105E tractor, and Alamo Falcon-15 hydraulic mower deck from RDO Equipment Co. as authorized by the Chief Executive Officer and President of the Commission in an amount not to exceed \$154,177.47.

### **FISCAL IMPACT**

None. Funding for this equipment purchase is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in the Maintenance Department, Budget Class 63 – Capital and Roadway Outlays for purchase of equipment in the amount of \$555,000 of which \$154,200 is available for this purchase.

PREPARED BY:	Jonathan Galvan
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

The Airport is required to manage airfield vegetation in conformance with its FAA-approved Wildlife Hazard Management Plan, in order to minimize wildlife attractants and airfield hazards. A reliable tractor and mower deck are essential to properly manage vegetation on the airfield.

Through an existing procurement co-op agreement, Staff obtained a quote for the purchase of a John Deere 6205E tractor and Alamo Falcon-15 hydraulic mower deck that can meet the demanding airfield environment. RDO Equipment Co., is a certified local dealer of the co-op agreement that sells John Deere equipment.

Time was of the essence to complete this procurement within the month of November to prevent a significant increase in the equipment price. Pursuant to current purchasing procedures, the Chief Executive Officer contacted the President of the Commission regarding the background, details, and need to complete the purchase prior to the end of the month. Accordingly, with the consent of the President, the item is now being presented to the Commission for ratification.

Staff recommends the San Bernardino International Airport Authority Commission approve the above recommended ratification.

**Attachments:**

1. RDO Equipment Co. Quote

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

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**Quote Summary**
**Prepared For:**

SAN BERNARDINO INTERNATIONAL AIRPORT  
AUTHORITY  
1601 E 3RD ST  
SAN BERNARDINO, CA 92408  
Business: 909-382-4100  
SCARVALHO@SBDairport.com

**Delivering Dealer:**

**RDO Equipment Co.**  
Miller Stefanie  
20 Iowa Avenue  
Riverside, CA 92507  
Phone: 951-682-5353  
slmiller@rdoequipment.com

Sourcewell Account # 97783

\* Current ETA 6 - 8 months from date RDO Equipment Co. confirms receipt of agency PO or LOI. ETA can be subject to change without notice

**Quote ID:** 31909485

**Created On:** 30 October 2024

**Last Modified On:** 30 October 2024

**Expiration Date:** 29 November 2024

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**Equipment Summary**
**Selling Price**
**Qty**
**Extended**

JOHN DEERE 6105E Cab Tractor  
(87 PTO hp)

\$ 79,620.36 X

1 =

\$ 79,620.36

**Contract:** Sourcewell Ag 082923-DAC (PG BA CG 76)

**Price Effective Date:** October 29, 2024

Open Market -ALAMO FALCON-15 -  
Alamo Sourcewell #070821-AGI

\$ 62,072.05 X

1 =

\$ 62,072.05

**Contract:**

**Price Effective Date:**

**Equipment Total**

**\$ 141,692.41**

---

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total

\$ 141,692.41

Trade In

SubTotal

**\$ 141,692.41**

Sales Tax - (8.75%)

\$ 12,398.08

CA Tire Fee

\$ 7.00

Sourcewell Delivery

Fee

\$ 80.00

Est. Service

Agreement Tax

\$ 0.00

\* Balance Due Continues Onto Page 2

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
US

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

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Total	\$ 154,177.47
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 154,177.47</b>

# Selling Equipment

**Quote Id:** 31909485      **Customer Name:** SAN BERNARDINO INTERNATIONAL AIRPORT  
AUTHORITY

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
US

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

## JOHN DEERE 6105E Cab Tractor (87 PTO hp)

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Ag 082923-DAC (PG BA CG 76)

**Selling Price \***

**Price Effective Date:** October 29, 2024

**\$ 79,620.36**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
332FP	6105E Cab Tractor (87 PTO hp)	1	\$ 102,076.00	24.00	\$ 24,498.24	\$ 77,577.76	\$ 77,577.76
Standard Options - Per Unit							
182F	AutoTrac™ Universal/Greenstar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	JDLink™ Connectivity	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1386	12F/12R PowrReverser™ Transmission - Wet Clutch, EH PTO, 30 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab Standard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2100	Cab Seat Mechanical Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Two Rear Selective Control Valve with Lever Controls	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4015	Standard Hitch	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Telescopic Draft Links	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4320	Heavy Duty Drawbar	1	\$ 339.00	24.00	\$ 81.36	\$ 257.64	\$ 257.64
4420	Sway Chains	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	MFWD (4 Wheel Drive) Front Axle, electro-hydraulic activation.	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

# Selling Equipment

**Quote Id:** 31909485      **Customer Name:** SAN BERNARDINO INTERNATIONAL AIRPORT  
**AUTHORITY**

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TO (VENDOR):**

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SLMiller@rdoequipment.com

6210	340/85R24 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7700	Shipping Preparation for Truck	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8726	Rotating Warning Light (Beacon Light)	1	\$ 310.00	24.00	\$ 74.40	\$ 235.60	\$ 235.60
8971	4 Rear Wheel Weights	1	\$ 748.00	24.00	\$ 179.52	\$ 568.48	\$ 568.48
8995	Long front weight bracket	1	\$ 360.00	24.00	\$ 86.40	\$ 273.60	\$ 273.60
<b>Standard Options Total</b>			<b>\$ 1,757.00</b>		<b>\$ 421.68</b>	<b>\$ 1,335.32</b>	<b>\$ 1,335.32</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	6	\$ 155.10	24.00	\$ 37.22	\$ 707.28	\$ 707.28
<b>Dealer Attachments Total</b>			<b>\$ 930.60</b>		<b>\$ 223.32</b>	<b>\$ 707.28</b>	<b>\$ 707.28</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 104,763.60</b>		<b>\$ 25,143.24</b>	<b>\$ 79,620.36</b>	<b>\$ 79,620.36</b>

## Open Market -ALAMO FALCON-15 - Alamo Sourcewell #070821-AGI

### Equipment Notes:

Hours: 0

**Stock Number:**

**Selling Price \***

**Contract:**

**\$ 62,072.05**

**Price Effective Date:**

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
045227	15' Falcon™ Flex-Wing	1	\$ 57,904.00	15.00	\$ 8,685.60	\$ 49,218.40	\$ 49,218.40
<b>Standard Options - Per Unit</b>							
007691	78 2-5/16" Ball Hitch	1	\$ 653.00	15.00	\$ 97.95	\$ 555.05	\$ 555.05
008881	90 Freight Add to Invoice - Alamo Freight	1	\$ 3,212.00	0.00	\$ 0.00	\$ 3,212.00	\$ 3,212.00

# Selling Equipment

**Quote Id:** 31909485      **Customer Name:** SAN BERNARDINO INTERNATIONAL AIRPORT  
AUTHORITY


**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
US

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

RDO Equipment Co.  
20 Iowa Avenue  
Riverside, CA 92507  
951-682-5353  
SLMiller@rdoequipment.com

008898	Extended 1 Year Warranty 99F3	1	\$ 6,331.00	15.00	\$ 949.65	\$ 5,381.35	\$ 5,381.35
029865 81	Set of 6, Foam Filled Used Airplane Tire and Wheel for 15' Falcon™ or 15' Eagle™	1	\$ 0.00	15.00	\$ 0.00	\$ 0.00	\$ 0.00
029910 66	Winch and Stand	1	\$ 1,065.00	15.00	\$ 159.75	\$ 905.25	\$ 905.25
029934 14	Mount Kit, John Deere 5M	1	\$ 0.00	15.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 11,261.00</b>		<b>\$ 1,207.35</b>	<b>\$ 10,053.65</b>	<b>\$ 10,053.65</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
Misc. / Open Market	Dealer Prep, Freight, Fluid, Delivery	1	\$ 2,800.00	0.00	\$ 0.00	\$ 2,800.00	\$ 2,800.00
<b>Dealer Attachments Total</b>			<b>\$ 2,800.00</b>		<b>\$ 0.00</b>	<b>\$ 2,800.00</b>	<b>\$ 2,800.00</b>
<b>Total Selling Price</b>			<b>\$ 71,965.00</b>		<b>\$ 9,892.95</b>	<b>\$ 62,072.05</b>	<b>\$ 62,072.05</b>

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: December 12, 2024</b></p> <p><b>ITEM NO: 12</b></p> <p><b>PRESENTER: Jeff Barrow, Director of Development</b></p>
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**SUBJECT: AWARD A CONSTRUCTION CONTRACT TO GEO PAVING AND SEAL COATING, INC. IN AN AMOUNT NOT TO EXCEED \$77,500.00 FOR THE GENERAL AVIATION RAMP PROJECT**

### **SUMMARY**

The award of this construction contract would authorize Geo Paving and Seal Coating, Inc. to perform asphalt repairs to an existing general aviation aircraft ramp near Hangar 333.

### **RECOMMENDED ACTION(S)**

Award a construction contract to Geo Paving and Seal Coating, Inc. in an amount not to exceed \$77,500.00 for the General Aviation Ramp Project; and authorize the Chief Executive Officer to execute all related documents.

### **FISCAL IMPACT**

None. Funding for this project is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget as a Capital Project, Project Number 25s053 – Ramp Repair, for \$100,000.00 of which \$77,500.00 is allocated for this project.

PREPARED BY:	Griselda Lizarraga
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

Due to the recent tenancy of Hangar 333 by Aloft Aviation, repairs of an existing general aviation aircraft ramp are necessary to ensure the safe passage of aircraft. The designated ramp repair area is proximate to the tenant lease area and can help provide ingress and egress to Hangar 333. Ramp improvements will include the application of Type II Road Slurry Seal over an approximately 57,000 square foot area of aged asphalt.

Aircraft ramp improvements include cleaning, grinding, hot patching, and applying Type II Road Slurry Seal over an existing asphalt surface. Following asphalt ramp repairs, the improved surface will be restriped for use by aircraft. This project reflects SBIAA's ongoing commitment to providing a safe, efficient, and user-friendly experience for tenants and airfield users.

Staff solicited proposals from qualified contractors. Four (4) proposals were received, with the respective project costs identified below:

- Geo Paving and Seal Coating, Inc.      \$77,500.00
- AEC Moreno Corporation                \$101,255.00
- T & G Construction Services, Inc.      \$110,697.48
- J. Peace Builders, Inc.                    \$511,000.00

SBIAA's standard form construction contract will be used for this project.

Staff recommends the Commission approve the above recommended actions.

**Attachments:**

1. Site Map
2. Contractor's Proposals

# SITE MAP



# ESTIMATE



## Service Address

Taxiway Slurry  
Project, Hangar  
333 is located at  
3005 "U" Street,  
San Bernardino, CA  
92408

## Prepared For

San Bernardino  
International  
Airport Authority  
1601 E Third St,  
San Bernardino, CA  
92408  
(909) 659-4056

## Geo Paving and Sealcoating

9650 Business Ctr. Dr. Ste116 Rancho Cuc. CA91730,  
185 Paularino Ave # D, Costa Mesa, CA 92626  
Phone: (951) 463-7002  
Email: kal@geopaving.com  
Web: www.geopaving.com

Estimate # 1801  
Date 11/18/2024  
Business / Tax # License #: 1041655

Description	Rate
-------------	------

Parking lot slurry seal	\$77,500.00
-------------------------	-------------

- 1.Power wash existing asphalt to get rid of loose gravel, rocks, and other debris.
- 2.Grind and overlay along potholes, broken asphalt, wide cracks in (11) locations:  
5'x5', 4'x4', 45'x10', 9'x9', 8'x5', 10'x5', 30'x5', 5'x5', 5'x5', 105'x7' , 22'x22'  
Total area of = 2,081 sq.ft.
- 3.Base all potholes upto 6" with hot mix asphalt
- 4.Apply a thick coat of fog seal, prior to the  
application of slurry seal for a total area of approximately 57,000 sq.ft.
- 5.Apply (1) thick coat of Type II Road Slurry Seal for a total area of 57,000 sq.ft.
6. Apply a final thick coat of fog seal over the Type II Road Slurry Seal
- 7.Restripe Center taxiway Line per addendum #1

<b>Subtotal</b>	\$77,500.00
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<b>Total</b>	<b>\$77,500.00</b>
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**Notes:**

-pricing for prevailing wage rates.

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Exclusions:

Traffic control ,Testing , Permits or fees, Designe , Engineering or surveying, Const. water, Sawcut or Removal, Backfill , Base for Concrete/Other , Weedkiller , Prime coat , Seal coat, Drainage < 1% fall, Utility Adjustment's , Patching for utilities/Others , Barricades or Traffic control, Striping , Signage, Bumpers , Truncated domes , ADA compliance, Bond (Add 1.5%) , PSA ,PLA ,CWA , Union laborers of operator , Skilled, Work force ,

Terms and conditions:

1) All deliveries of material, supplies, or equipment over roadways of the drives of the premises shall not incur liability to company.

2) Geo paving and Sealcoating shall not be responsible for the following:

a) Any permits, licenses, fees, etc. unless provided in contract.

b) Any damage to underground utilities not shown on blue print or marked on the job site.

c) Any pavement sinking or settling resulting from failure or settling of sub-grade from water erosion, improper compaction or other causes beyond control of Geo paving and Sealcoating.

e) Geo paving and Sealcoating will not be held responsible for drainage at designed or existing fall of less than 1% fall.

f) Geo paving and Sealcoating will not be held responsible for damage to rock or sub-grade caused by water infiltration.

g) The guarantee of any seal materials adhering to oil saturated sports or other substances that cause the seal not to bind properly to the asphalt. Normal cleaning procedures do not include the removal of oil.

h) Any damaged or tire marks resulting to seal or asphalt of barricades are removed, avoided or taken down prior to the time(s) stipulated.

i) Any damaged to cars, concrete, shoes, cloths, carports, or other thing as a result of going onto the asphalt prematurely.

j) Any damaged that in not direct result of negligence or willful misconduct or Geo paving and Sealcoating.

k) Any crack sealing, as it will settle and re-crack even though it is properly applied. After the cracks have been sealed, they will still show through any seal coating.

l) Any damages to underground utilities.

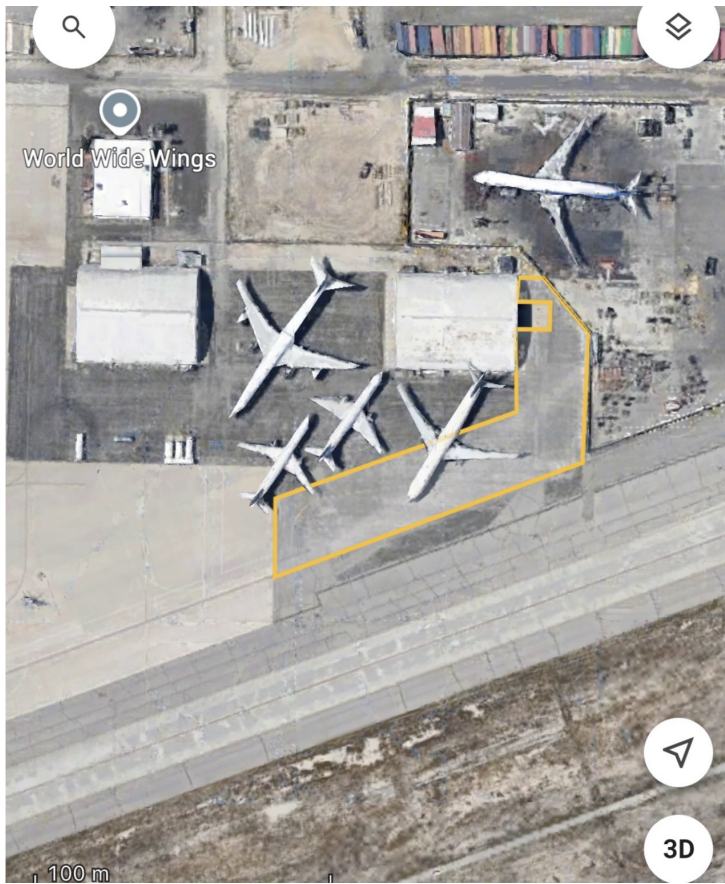
3) Geo paving and Sealcoating will warrantee materials and workmanship for 1 year.

4) Any invoice not paid upon completion will be subject to interest of 5% per month. An invoice is considered paid when Geo paving and Sealcoating has payment in their possession.

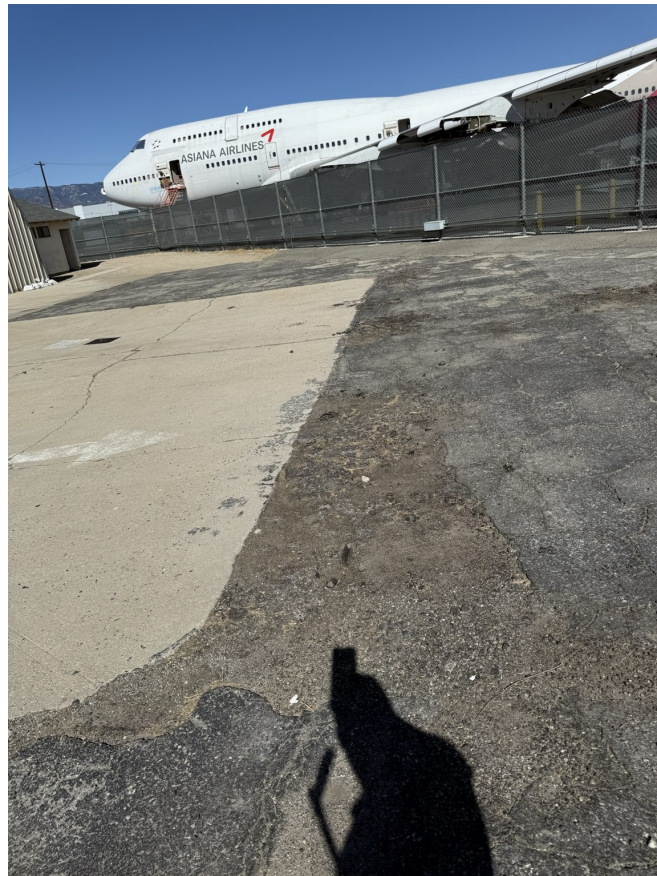
5) All landscaping water must off (24) hours prior to commencement of work and must remain off for (48) hours after completion of work to allow for curing of materials. All areas where work was performed must remain closed to foot and vehicular traffic for a minimum of (24) hours after completion of work.

6) It is the owner's responsibility to notify any tenants or other interested parties at least (24) hours before the start of the project. If it is necessary for buyers to reschedule the job, he must notify Geo paving and Sealcoating in writing at least (48) hours in advanced. If notice is not given in time, then a "move-in" fee will be charged for all preparations made.

- 7) Geo paving and Sealcoating shall not be responsible for any steering or scuff marks on the new asphalt or new seal. This is a normal occurrence, especially in hot weather and usually blends back in and mend themselves in few days.
- 8) Geo paving and Sealcoating will not be responsible for contaminated soil under existing asphalt (vegetation, root trees, etc)
- 9) The owner or agent shall hold harmless Geo paving and Sealcoating from any claims whatsoever involving the property upon which work is to be performed, including property damage, bodily injury or death, or any other occurrence other than resulting from the sole negligence or willful misconduct of Geo paving and Sealcoating.
- 10). Geo paving and Sealcoating will not be responsible for any A.D.A regulations (slope levels, signs, etc.) for the property unless it is specified under the contract.







By signing this document, the customer agrees to the services and conditions outlined in this document.

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Kal Sayegh

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San Bernardino International Airport Authority

**Addendum to Purchase Order  
GENERAL TERMS AND CONDITIONS  
AND  
FAA CONTRACT PROVISIONS (EXHIBIT A)**

All work and services provided and as described in this Purchase Order and pursuant to this Addendum to Purchase Order to which this purchase order is authorized shall be subject to the following terms and conditions:

**DEFINITIONS:**

- a. The term "Agency" shall refer to (check one): \_\_\_ The Inland Valley Development Agency, or ~~X~~ the San Bernardino International Airport Authority, a California regional joint powers authority.
- b. The term "Contractor" shall refer to Geo paving and seal coating, a <insert State> CA (circle one): corporation limited liability company/sole proprietorship, whose business address for all notices under this Addendum to Purchase Order is set forth on the attached Company Information Sheet, attached hereto as Exhibit "A."
- c. Contractor and subcontractor shall mean the following individual or companies that will perform any portion of the work:

Contractor name: Geo paving and seal coating  
Place of Business: 9650 business ctr dr Rancho Cucamonga  
License Number: 1041655

Subcontractor name: \_\_\_\_\_  
Place of Business: \_\_\_\_\_  
License Number: \_\_\_\_\_

1. Labor Compliance. The Contractor shall comply with the provisions of the California Labor Code, including and without limitation, the obligation to pay the general prevailing rates of wages in accordance with Sections 1771, 1773.1, 1774, and 1775 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices. The foregoing provisions of the California Labor Code are incorporated herein by reference. Pursuant to Labor Code § 1775, the Contractor shall forfeit to the Agency, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each employee paid less than prevailing wage rates.

The work under this Purchase Order is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post on the job site all notices as prescribed by applicable regulations

2. Payroll Records. The Contractor is required to keep accurate payroll records including all of the information required by California Labor Code Section 1776 and to provide certified copies of the payroll records upon request by Agency. Contractor shall furnish directly to the Labor Commissioner on a monthly basis the records specified in Section 1776 of the California Labor Code. In the event that the Contractor fails to comply with a written request to provide certified payroll records within 10 business days, the Contractor shall forfeit to the Agency One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each employee until the written request is satisfied.

3. Working Hours. The normal hours of a work day are 8 hours during any one calendar day and 40 hours of a calendar week. Any employee performing work in excess of the normal hours, or for work performed during holidays shall be compensated at not less than one and one-half (1 ½) times their basic rate of pay. If the Contractor is found in noncompliance with the work hours noted above, pursuant to California Labor Code Section 1813, the Contractor shall forfeit to the Agency the sum of \$25.00 for each worker exceeding the normal work day.

4. Applications for Payment. The Contractor shall submit bills for payment to the Agency describing the work performed, describing the applicable percentage of the work completed for progress payments, attaching supporting documentation for work performed, and providing a certified payroll record prepared in accordance with Section 1776 of the California Labor Code for the work performed in the billing period. Pursuant to Public Contract Code 7201 the Agency may withhold from any progress payment a retention amount of five percent (5%) of the payment for the work performed. The Agency shall make payments for all undisputed amounts for properly submitted applications for payment within 30 days after receipt of a completed application and certified payroll. The Agency will notify Contractor of any incorrect or disputed amounts within 7 days after receipt of a bill from Contractor.

5. Payment Bond. If the contract is for an amount in excess of \$25,000.00, the Contractor is required to post a payment bond for not less than one-hundred percent (100%) of the total contract amount.

6. Workers' Compensation. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor shall secure a workers' compensation policy for its employees and keep it purposely in force for the duration of the contract. The Contractor shall sign and file with the Agency the "Certificate Regarding Workers' Compensation," which includes the following statement: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

7. Insurance Coverage. The Contractor shall have in effect prior to commencing the contract and maintain in effect through completion of the contract: (i) general liability insurance for injuries including accidental death and property damage in an amount not less than \$1,000,000.00 per occurrence, and (ii) workers' compensation insurance as required by applicable law. The policy of liability insurance must be written on an "occurrence" policy and not on a "claims made" policy and, at the Agency's request, shall name the Agency as an additional insured.

8. Noncollusion Affidavit. The Contractor shall execute and deliver to the Agency a "NONCOLLUSION AFFIDAVIT" in the form required under California Public Contract Code Section 7106.

9. Hold Harmless Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Agency, and each of the Agency's officers, agents, employees, and consultants from all claims, demands, actions, proceedings, liability, losses, damages or expense, including attorney's fees, arising out of or related to any death or bodily injury to persons or injury to property caused or contributed to by the Contractor or the Contractor's agents, employees or subcontractors, except for liability for damages or claims which result from the sole negligence or willful misconduct of the Agency or the Agency's officers, agents, employees or consultants.

10. Warranty. The Contractor warrants to the Agency that material and equipment furnished under this contract will be of good quality and new materials or equipment unless otherwise approved by the Agency. The Contractor warrants to the Agency the work will be performed in a good and workmanlike fashion, free from all defects, and shall conform to all applicable laws. Unless otherwise indicated, the warranty hereunder shall remain in effect for one (1) year from the date of the Agency's acceptance of the completed work or the final payment to the Contractor, whichever is later.

11. Registration for Public Work Contract. Contractor and each subcontractor must be registered and qualified to perform public work pursuant to Labor Code § 1725.5. All subcontractors and their place of business and license number must be listed above.

12. Miscellaneous Provisions:

A. Entire Agreement: The text herein shall constitute the entire Agreement between the parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

C. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. Default/Remedy: The failure of Contractor to prosecute the work under this Agreement in a diligent and workmanlike manner for a period of two (2) calendar days after receipt of written demand from Agency shall be deemed a default under this Agreement. If Contractor defaults under this Agreement then Agency shall have all rights under applicable, including the right to terminate this Agreement and complete the work, either by itself furnishing the labor or material necessary, or by contracting the unfinished portion of the work to another contractor. In any event, costs of completing the work shall be a charge against the Contractor, and may be deducted from any money due or becoming due to Contractor or the Contractor shall pay the Agency the amount of said charge, or the portion thereof unsatisfied.

E. Prevailing Party: In the event that either party to this Agreement brings a lawsuit to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and related expenses and costs.

F. Governing Law: This Agreement shall be governed by the laws of the State of California with venue in the County of San Bernardino.

G. FAA Contract Provision: The FAA Contract Provisions attached hereto as "Exhibit A" are incorporated herein.

CONTRACTOR

Signature:

Kal Sayegh

Name:

Executed As-of: 12/3/2024

## **Exhibit “A”**

### **FAA Contract Provisions for Construction Purchase Orders**

The following provisions shall apply to all work and services as described in the Purchase Order to which this Exhibit A is attached:

#### **1. ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **2. TITLE VI – NONDISCRIMINATION PROVISIONS**

**A. GENERAL CIVIL RIGHTS PROVISIONS.** 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 (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);

- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- 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)];
- 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.*).

C. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) 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 (including sexual orientation and gender identity), 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 SBIAA 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 SBIAA 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 SBIAA 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 SBIAA 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 SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3. COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

### **4. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **If Applicable: CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

### **5. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **6. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

## **7. EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals

who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **8. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from

which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a

recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor

shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority

and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **9. MODEL SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **10. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

#### **12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and any Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

### **13. PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

### **14. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **15. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### **Certifications**

- 1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **16. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

## **17. TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

## **18. TERMINATION FOR CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to- Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **19. VETERAN’S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **20. FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

## **21. CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS**

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<sup>1</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

## **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;

- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

# COMPANY INFORMATION SHEET

## DECLARATION

I declare under penalty of perjury under the laws of the State of California I have completed this Company Information Sheet and that the information contained herein is factual and accurate as of the date completed.

Completed and executed this 26 day of Nov, 2024, in Rancho cucamonga, CA.  
[day] [month] [city] [state]

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

Print Name: Kal Sayegh

Print Title: Owner

LEGAL NAME OF COMPANY: Geo paving and seal coating

ADDRESS: 9650 business center Dr. Ste. 116 Rancho cucamonga CA 91730

TELEPHONE: +19512711482

FAX: \_\_\_\_\_

### TYPE OF BUSINESS (Check One):

☒

CORPORATION

☐

PARTNERSHIP

☐

INDIVIDUAL

☐

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

☐

OTHER \_\_\_\_\_

☐

LIMITED LIABILITY COMPANY

☐

JOINT VENTURE

### STATE OF INCORPORATION OR FORMATION:

California

### PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name

Kal Sayegh

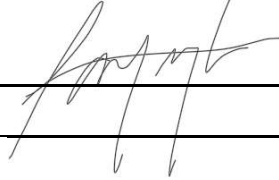
Title

Owner

**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**

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**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Execution of Legal Documents:**

The Company has authorized and hereby designates the following individual(s) to execute legal documents on behalf of Company, including but not limited to contract documents, proposals and related documents:

<b>Name</b>	<b>Title</b>
Kal Sayegh 	Owner
_____	_____
_____	_____
_____	_____
_____	_____

**IDENTIFICATION OF PRINCIPAL(S)/OFFICER(S)/REPRESENTATIVE(S) OF COMPANY – Representative and/or Management Capacity:**

The Company has authorized and hereby designates the following individual(s) to serve in a representative and/or management capacity on behalf of Company relating to the concerned project, contract document, lease document, development document, or any other legal document or agreement, including but not limited to manager, project manager, site manager, etc.

<b>Name</b>	<b>Title</b>
Kal Sayegh	Owner
_____	_____
_____	_____

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**[PLEASE ATTACH ADDITIONAL SHEETS AS NECESSARY IN ORDER TO PROVIDE ALL REQUESTED INFORMATION.]**  
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# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Geo paving and seal coating</b>	
	2 Business name/disregarded entity name, if different from above <b>Geo paving and seal coating</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>9650 business center dr Ste 116</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Rancho cucamonga CA 91730</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
9	0	-	1	1	8	8	3	5	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>5/7/2024</b>
-----------	--	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2024

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 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).

<b>PRODUCER</b> The Empire Company 9050 Archibald Avenue P.O. Box 5400 Rancho Cucamonga CA 91729	<b>CONTACT NAME:</b> Michael Lorette <b>PHONE (A/C, No, Ext):</b> (909)476-0600 <b>E-MAIL ADDRESS:</b> mlorette@empire-co.com <b>FAX (A/C, No):</b> (909)476-0601														
<b>INSURED</b> Geo Paving and Seal Coating 9650 Business Center Dr. Suite 116 Rancho Cucamonga CA 91730	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Casualty Co.</td><td>20443</td></tr><tr><td>INSURER B: National Specialty Insurance Company</td><td>22608</td></tr><tr><td>INSURER C: Clear Spring Property &amp; Casualty Compar</td><td>15563</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Co.	20443	INSURER B: National Specialty Insurance Company	22608	INSURER C: Clear Spring Property & Casualty Compar	15563	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 23/24/25 UPDATED MASTER

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			C6987157180	11/15/2024	11/15/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	CWC02758100	12/31/2023	12/31/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
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E.L. EACH ACCIDENT	\$	1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			

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

RE: Hangar 333, 3005 "U" Street, San Bernardino, CA 92408.

**CERTIFICATE HOLDER**

glizarraga@sbdairport.com

San Bernardino International Airport Auth  
1601 E Third St.,  
San Bernardino, CA 92408

**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

Cathy Negron/NEGRON

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November 19, 2024

Mr. Jeff Barrow  
San Bernardino International Airport Authority  
1601 East Third Street, Suite 100  
San Bernardino, CA 92408  
909.382.4100 ext. 152 office  
909.831.4532 mobile  
909.382.4106 fax  
[jbarrow@sbdairport.com](mailto:jbarrow@sbdairport.com)

Subject: Taxiway **Type II Slurry Project Near Hangar 333**

Location: Hangar 333 (3005 U Street San Bernardino Ca 92408)

Dear Mr. Jeff Barrow,

AEC Moreno Corp. is pleased to offer the following bid proposal to furnish construction services for the above referenced location. The work includes Type II Slurry and Striping.

Based on the above paragraph, we have prepared the following estimates and proposed budgets for the project. We propose to furnish all labor, materials, and equipment necessary to complete the work detailed in the attached "Bid-Proposal" sheet. Total construction base bid proposal will be **\$101,255.00 (One Hundred One Thousand Two-Hundred Fifty-Five and 00/100 Dollars)**.

Should this proposal meet with your approval we are prepared to begin work 2-3 business days after contract acceptance. Based on our preliminary construction schedule and weather conditions we anticipate 10 working days of construction duration. We appreciate the opportunity to assist you on this project. Please call us if you have any questions regarding these items.

Respectfully,



Hector Moreno P.E.  
**AEC Moreno Corp.**  
**General Contractor**  
State License No. 1002896

### “BID-PROPOSAL”

AEC Moreno Corp. will furnish labor, materials, and equipment necessary to complete the following scope of work:

SCOPE OF WORK:			
<p>1. HANGER 333 TAXIWAY ASPHALT OVERLAY APPROX. 2,576 S.F. IN (5) LOCATION(S): 1. Clean, tack and overlay approx. 2,576 S.F. of low and eroded asphalt, in (2) location(s), with up to 2” of hot asphalt. Roll to a smooth finish.</p> <p>TYPE II ROAD SLURRY APPROX. 55,719 S.F. IN (2) WEEKDAY MOVES: 1. Provide traffic control during road slurry application. 2. Power wash with water truck. 3. Vacuum sweep the taxiway before the start of the project. 4. Apply (1) coat of fog seal to 55,719 S.F. 3. Apply Type II Road slurry to approx. 55,719 S.F.</p>	1	LS	\$ 88,780.00
<p>2. STRIPING: 1000 L.F. of Double Yellow Line W/ Glass Beads</p>	1	LS	\$12,475.00
<b>TOTAL:</b>			<b>\$101,255.00</b>

**INCLUSIONS:**

1. Slurry and striping to be subcontracted to United Paving located at 1207 Montclair Dr. Ceres, CA 95307. Contractor License No. 434403
2. Scope of work considers prevailing wage rates.

## EXCLUSIONS:

### **Scope of work is limited to that listed above.**

1. Water meter or water fees are paid by owner/developer. Not included as part of this scope of work.
2. No import of earthwork is contemplated as part of this scope of work
3. No permits fees included as part of this scope of work.
4. No engineering / architectural design fees included as part of this scope of work.
5. No installation of street trees is included as part of this scope of work.
6. No soil compaction testing is included as part of this scope of work.
7. Temporary traffic control plans or temporary traffic control signalization is not included as part of this scope of work
8. Soil testing, R-value, and compaction reports are not included as part of this scope of work
9. Construction survey or construction staking or land surveying services are not included as part of this scope of work
10. The cost of performance or warranty bonds is not included as part of this scope of work.
11. A bond is not included as part of this contract.

**The following are guidelines used by AEC Moreno Corp. for Construction Contracts:**

- I. The bid proposal specifies standard grade materials, which is equivalent to economy grade manufacturing. Any material upgrades will be added to the total line item cost accordingly and will be billed through a contract Change Order.
- II. This contract does not assume construction finance and therefore no cost will be added for administration of escrow draws and office expenses.
- III. The construction bid considers standard grade materials, upgrades on quality of materials or appliances are not part of the allowances.
- IV. The owner will pay for any construction support or updating of any building plans including fix engineering, deputy inspections, and plan revisions from the Architect, Engineer, Soils Engineer, or any other consultant not part of the fixed fee.
- V. A construction and payment schedule mutually agreed by General Contractor and Owner will be developed to ensure that construction is expedited.
- VI. The construction bid does not include on site improvements or any other concrete hardscape outside the building. (These items may be added per a contract Change Order, not included as part of this scope of work)
- VII. Scope of work does not include landscape, irrigation, or onsite drainage improvements.
- VIII. No improvements to building or onsite improvements included except as listed above.

## “CONSUMER NOTICES”

### “Schedule of Progress Payments”

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **It is against the law for a contractor to collect payment for work not yet completed, or for materials not yet delivered. However, a contractor may require a down payment.**

### “Note about Extra Work & Change Orders”

“Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

### “Permissible Delays”

**(a)** Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor.

Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. *Default* includes failure to make progress in the work so as to endanger performance.

**(b)** If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless -

**(1)** The subcontracted supplies or services were obtainable from other sources;

**(2)** The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

**(3)** The Contractor failed to comply reasonably with this order.

**(c)** Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

### “Mechanic’s Lien Warning”

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics’ lien on your property. A mechanics’ lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics’ liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a ‘20-day Preliminary Notice.’ This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB’s website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 1-800-321-CSLB (2752).

**Remember, if you do nothing, you risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.”

### **“Three-Day” Right To Cancel**

**You, the buyer, have the right to cancel this contract within three business days. You may cancel by e- mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor’s place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor’s instructions on how to return the goods at the contractor’s expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.**

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a ‘Notice of the Three-Day Right to cancel.

November 19, 2024

Mr. Jeff Barrow  
San Bernardino International Airport Authority  
1601 East Third Street, Suite 100  
San Bernardino, CA 92408  
909.382.4100 ext. 152 office  
909.831.4532 mobile  
909.382.4106 fax  
[jbarrow@sbdairport.com](mailto:jbarrow@sbdairport.com)

Subject: **Type II Slurry at Hanger 333**

Location: 3005 U Street San Bernardino Ca 92408

By signing below as indicated, AEC Moreno Corp. is authorized to perform the work as listed on the “*Bid Proposal*” portion of this proposal.

**CONTRACT ACCEPTANCE**

---

**OWNER SIGNATURE:**

**DATE:**



---

**CONTRACTOR SIGNATURE:**

**DATE:** November 19, 2024

Hector Moreno P.E.  
**AEC Moreno Corp.**  
**General Contractor**  
State License No. 1002896

## TERMS AND CONDITIONS

**I. CHANGES IN THE WORK.** Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 1.5% shall be the change in contract price. The Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expenses incurred due to such conditions.

**II. OWNER'S RESPONSIBILITIES.** Owner agrees to allow and provide Contractor and his/her equipment access to the property.

**III. DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

**IV. SUBCONTRACTS.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

**V. TAXES AND ASSESSMENTS.** Owner will pay for taxes and assessments of all descriptions.

**VI. INSURANCE AND DEPOSITS.** Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees, and persons under persons on the job site at Owner's invitation. Owner shall also procure at own expense and before the commencement of work hereunder "all-risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to be in a sum at least equal to the contract price. The insurance shall name the Contractor and any subcontractors as additional insured's, and will be written to protect owner, Contractor and subcontractors as their interests may appeal. Should Owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project.

**VII. RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

**VIII. CLEAN UP.** Contractor will remove from owner's property debris and surplus material created by the operation and leave it in a neat and broom clean condition.

**IX. COMPLIANCE WITH THE LAW.** In connection with the performance by Contractor of his/her duties pursuant to this

Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

**X. ARBITRATION, VALIDITY AND DAMAGES.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

**XI. ASBESTOS AND HAZARDOUS WASTE.** Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor perform the work or do the work at contractor's option. Said work shall be treated as an extra under the contract.



T&G Construction Services, Inc.  
4360 Cloud Nine Ave Mojave, CA 93501  
Ph. 661-824-2038 Fax 661-824-3418  
LIC#962580

Attention: Jeff Barrow & Griselda Lizarraga  
San Bernardino International Airport Authority  
San Bernardino, CA 92408

11/19/2024

**Proposal #11192024**  
**PROJECT**  
**Taxiway Slurry**

**PROJECT LOCATION**

All activities associated with the Taxiway Slurry Project near Hangar 333 located at 3005 "U" Street, San Bernardino Ca 920408. Prevailing wage rates included & Addendum #1.

Scope of work:

1. Power clean approx.. 57,586 SF with a sweeper and vacuums truck and haul all loose debris.
2. Clean, tack and overlay approx. 5,000 sf. Of low and eroded asphalt, in 8 locations with up to 3" of hot asphalt. Roll to a smooth finish.
3. Apply fog-seal to approx. 57,586 sf in (1) move
4. Power clean and apply Type II road slurry to 57,586 sf
5. Apply fog seal to approx. 57,586,sf. Over new Type II slurry in (1) move

Exclusions:

Any item not called out.

Permits

Night and weekend work.

**Total base bid; \$ 110,697.48**



414 E Rialto Ave. Suite B  
San Bernardino, Ca 92408  
Lic# 1073588

**RFP**

3005 "U" Street,  
San Bernardino, CA 92408.

Att: Jeff Barrow

**Scope of Work**

**The proposed project consists of temporary (2-yr. lifespan) asphalt repairs with Type II Road Slurry Seal on the east ramp near Hangar 333. Approx 58,000sf**

**Phase 1-** Contractor shall effectively heavy wash existing asphalt to get rid of loose gravel, rock, debris, and all unwanted materials from the surface. The contractor shall detail the process involved for heavy washing, including equipment required.

**Phase 2-** Contractor shall effectively patch / fill all holes and cracks exceeding a depth and/or width of 3 inches with hot asphalt to ensure the structural integrity of the asphalt.

**Phase 3-** Contractor shall thoroughly soak the washed/prepped surface with a thick coat of fog seal, prior to the application of fog seal.

**Phase 4-** Contractor shall apply a thick coat of Type II Road Slurry Seal to the surface.

**Phase 5-** Contractor shall apply a final thick coat of fog seal over the Type II Road Slurry Seal for a high quality finish.

**Total-\$511,000**

Respectfully,



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 13**

**PRESENTER: Scott Huber, General Counsel**

**SUBJECT: CONSIDER AND DISCUSS A REPORT ON UPDATED CONTRACTING AND PERMITTING REQUIREMENTS AND PROCEDURES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT**

### **SUMMARY**

With steady increases in operational activity in recent years, the San Bernardino International Airport (SBD) is now categorized by the U.S. Department of Transportation, Federal Aviation Administration (FAA) as a primary non-hub commercial airport. As such, SBD must comply with additional disclosures and monitoring of its commercial leases, contracts, licenses, and permits in conformance with FAA's updated Title VI and Title II provisions, among others.

### **RECOMMENDED ACTION(S)**

Consider and discuss a report on updated contracting and permitting requirements and procedures for the San Bernardino International Airport.

### **FISCAL IMPACT**

None.

PREPARED BY:	Jillian Ubaldo
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

**BACKGROUND INFORMATION**

With steady increases in operational activity in recent years, the San Bernardino International Airport (SBD) is now categorized by the U.S. Department of Transportation, Federal Aviation Administration (FAA) as a primary non-hub commercial airport. As such, SBD must comply with additional disclosures and monitoring of its commercial leases, contracts, licenses, and permits in conformance with FAA's updated Title VI and Title II provisions, among others.

While SBD's deed covenants and grant assurances have always required conformance with non-discrimination laws and regulations, this year General Counsel and Special Counsel have coordinated with Staff to update and incorporate these updated compliance provisions in all leases, construction contracts, service agreements, licenses, and permits. These provisions extend to include special event permits as well as licenses for filming activities.

For information and discussion.

**Attachments:**

1. Sample Special Event Permit

SPECIAL EVENT PERMIT (PERMIT NO. 2024-\_\_)  
between  
SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY ("SBIAA")  
and  
\_\_\_\_\_("PERMITTEE")

1. PERMITTEE: \_\_\_\_\_
2. TYPE OF ACTIVITY PERMITTED: PERMITTEE shall be permitted to conduct a special event near and/or within the restricted area of the Airport (commonly referred to as "inside the fence") on the San Bernardino International Airport for the following purpose, and for no other purpose as approved by SBIAA: \_\_\_\_\_.
3. LOCATIONS WHERE PERMITTED ACTIVITY MAY OCCUR: Portions of \_\_\_\_\_ Parking Lot located at \_\_\_\_\_ on SBIAA-owned property as more specifically described in Exhibit "A" – the exact location may be changed at the sole discretion of SBIAA.
4. TERM: \_\_\_\_\_
5. FEE FOR PERMIT: \$ \_\_\_\_\_ (Special Event Permit Fee)

The Fee for Permit does not include any unforeseen additional expenses for Airport Operations or Airport Security staffing necessary to support the event, or any other airport related fees which are required as a result of operational impacts related to the event. If applicable, such fees will be billed to be paid pursuant to the duly adopted SBIAA fee schedule:

Hourly Airport Operations Staff: \$\_\_ per hour  
Hourly Airport Security Staff: \$\_\_ per hour

6. INSURANCE: Without limiting SBIAA's rights pursuant this Agreement, or a separate agreement, if applicable, the Permittee and Permittee's vendors shall provide and maintain at its own expense the following insurance coverage and provisions during the term of this Permit, related to any act or omission of Permittee, or Permittee's officers, agents, employees or subcontractors (or any other entity or individual for whom PERMITTEE shall bear the legal liability):
  - a. Commercial General Liability including contractual, products and completed operations and owners' and contractors' protective: Combined general aggregate limits for bodily injury and property damage of \$2,000,000, single limit of \$1 Million per occurrence.
  - b. Owned and Non-owned Auto Liability: Limits of \$2,000,000 for each occurrence.
  - c. Workers Compensation (WC) Coverage: in full compliance with California statutory requirements for all employees of Permittee and Employers Liability in the minimum amount of \$1,000,000.
7. AIRPORT RULES AND REGULATIONS: PERMITTEE agrees to observe, obey and abide with all Airport rules and regulations, including compliance with FAA, TSA and Airport security rules, regulations and plans. In addition, the provisions contained in the Standard Nondiscrimination and Airport Development Provisions for Leases and Permits are attached as Exhibit B and are incorporated by reference as material terms to this Permit.
8. SECURITY REQUIREMENTS: PERMITTEE shall be solely responsible for taking all necessary measures to carry out security requirements imposed by the FAA or TSA on SBIAA as operator of

the Airport pursuant to access control system requirements or otherwise including controlling access to any restricted or controlled areas on the Airport. PERMITTEE shall be fully liable to SBIAA for any and all fines or penalties of any nature whatsoever which may be imposed upon SBIAA by the United States Government as a result of any unauthorized entry by PERMITTEE, PERMITTEE's employees, agents, representatives, servants, guests, invitees, contractors, sub-contractors or any vehicle operated by any of them, into any area of the Airport to which access by persons or vehicles is restricted or controlled pursuant to FAA, TSA or Airport security rules, regulations or plans, and PERMITTEE shall be similarly liable to SBIAA where any such fines or penalties are the result of any violations by any person or entity when such person or entity may reasonably be deemed to have gained access to any such area on the Airport as a result of a failure on the PERMITTEE's part to control access to such areas.

9. SPECIAL CONDITIONS:

- a. Appropriate clean up and disposal of debris and event related materials.
- b. **AIRCRAFT HAVE THE RIGHT OF WAY AT ALL TIMES.** Adhere to the 15 mile per hour ("mph") speed limit in open areas, 10 mph within 300 feet of all hangars, and 5 mph within 50 feet of aircraft.
- c. Permittee shall comply with all FAA regulations, Federal laws, State laws, and local laws and regulations, including all environmental and hazardous substance laws, including the Standard Nondiscrimination and Airport Development Provisions incorporated herein and attached as Exhibit "B."
- d. Vehicles approved to be inside the fence of the Airport: \_\_\_\_\_
- e. Any Airport Operations Officer, SBIAA Official, or any SBIAA Security Officer may suspend an event whenever there is a safety issue, a threat, or an emergency that requires such action to protect public safety. Should this occur, the Permittee and event participants must immediately comply with the suspending officer's instructions.

10. INDEMNIFICATION CLAUSE. Permittee shall indemnify and hold harmless SBIAA, its board of directors, departments, officers, employees, agents, volunteers (collectively referred to as SBIAA) from and against any and all claims, lawsuits, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons, and/or for damages to property, whether against Permittee, SBIAA or others, arising directly or indirectly out of Permittee's use or occupancy of the Premises or out of operations conducted or subsidized in whole or part by the Permittee.

11. ACCEPTANCE. Permittee accepts this Permit subject to all the terms and conditions contained herein. Maintain close coordination with the Airport's representative (the Airport Operations Officer on duty) for permission regarding any and all items not covered above that may impact airport operations.

12. DEFAULT. In the event of any default hereunder by PERMITTEE, in addition to any other remedies available to SBIAA at law or in equity, SBIAA shall have the immediate right to terminate this Special Event Permit and all rights of PERMITTEE hereunder.

The occurrence of any of the following shall constitute a breach or default of this Permit:

- A. Failure to pay any fee due under this Permit when due; and
- B. Failure to maintain in good standing, any license in connection with this Permit; and
- C. Failure to pay any other airport fee, charge, or rental payment pursuant to applicable Airport Rules and Regulations, the Airport Fee Schedule, and any lease or license agreement with SBIAA;

- D. PERMITTEE allowing or permitting any unsafe condition or activity in the operation of the activity permitted hereunder; and
- E. The failure of PERMITTEE to comply with any of the terms and provisions of this Special Event Permit.

In event of breach or default by PERMITTEE occurring prior to the permitted event SBIAA shall provide written notice thereof to PERMITTEE specify the breach or default, and shall demand that PERMITTEE perform the provisions of this Permit or pay the fee(s) that are in arrears within Twenty-Four (24) hours, or the Permit is terminated.

In the event of breach or default by PERMITTEE occurring during the permitted event which constitutes either (i) a violation of FAA, TSA or Airport rules and regulations, or (ii) the occurrence of an unsafe condition or activity under Section 12.D above, SBIAA may immediately terminate this Permit. Termination under the foregoing conditions shall result in PERMITTEE's suspending activities under this Permit and removal of all personal property and equipment at its sole cost and expense.

- 13. TAXES: In the event that any taxes are levied or assessed by PERMITTEE by any taxing authority, including but not limited to the San Bernardino County Assessor, for any reason whatsoever, including but not limited to possessory interest taxes, PERMITTEE shall be responsible for timely payment to the applicable authority.
- 14. CONTROLLING LAW AND VENUE. Any court action filed to enforce legal rights or remedies or to seek equitable relief regarding this Permit shall be filed in the Superior Court of the State of California in the County of San Bernardino, Central District, located within the City of San Bernardino, or in the United States District Court, Central District of California. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.
- 15. CONTACT INFORMATION FOR PERMITTEE:  
--  
(000) --
- 16. CONTACT INFORMATION FOR AIRPORT PERSONNEL:  
--  
--

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have executed this Permit to be effective as set forth in Provision 4, TERM herein.

Dated: \_\_, 2024

By: --  
Its: --

Dated: \_\_, 2024

SAN BERNARDINO INTERNATIONAL  
AIRPORT

By: \_\_\_\_\_  
Jonathan Galvan, Airport Manager

Exhibit "A"  
Special Event Location(s)

SAMPLE

## Exhibit “B”

### STANDARD NONDISCRIMINATION AND AIRPORT DEVELOPMENT PROVISIONS

#### A. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Permit Holder 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 (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

#### B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this permit, the Permit Holder, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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);
- 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);
- 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);
- 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);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- 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;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- 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)];
- 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).

### C. **Compliance with Nondiscrimination Requirements**

During the performance of this Permit, the Permit Holder agrees as follows:

1. **Compliance with Regulations:** The Permit Holder (hereinafter includes consultants) 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 Permit.
2. **Nondiscrimination:** The Permit Holder, with regard to the activity or work performed by it during the Permit, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Permit Holder 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 Permit Holder for work or activities to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Permit Holder 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 Permit Holder 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 Permit Holder will so certify to SBIAA 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 Permit Holder's noncompliance with the non-discrimination provisions of this Permit, SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Cancelling, terminating, or suspending the Permit and all activities or events thereunder in whole or in part.
6. **Incorporation of Provisions:** The Permit Holder 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 Permit Holder will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including

sanctions for noncompliance. Provided, that if the Permit Holder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Permit Holder may request the SBIAA to enter into any litigation to protect the interests of the Airport. In addition, the Permit Holder may request the United States to enter into the litigation to protect the interests of the United States.

**D.** The Permit Holder (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof and for issuance by SBIAA of the Permit for the event upon the premises, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or event activities conducted on under the Permit, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.



**TO: San Bernardino International Airport Authority Commission**

**DATE: December 12, 2024**

**ITEM NO: 14**

**PRESENTER: Michael Burrows, Chief Executive Officer**

**SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH DECEMBER 31, 2024**

### **SUMMARY**

On December, 16, 2015, the SBIAA Commission adopted a Strategic Plan and in January 2020 updated its Business Plan and near term outlook. These helped identify key dates and deliverables in an effort to focus San Bernardino International Airport Authority (SBIAA) Staff and resources to increase organizational, operational efficiencies and results.

### **RECOMMENDED ACTION(S)**

Review the Action Plan for the San Bernardino International Airport Authority through December 31, 2024.

### **FISCAL IMPACT**

None. The proposed plan identifies staff resources for which funding is included in the General Fund of the adopted San Bernardino International Airport Authority (SBIAA) Budget for Fiscal Year 2023/24.

PREPARED BY:	Michael Burrows
CERTIFIED AS TO AVAILABILITY OF FUNDS:	Mark Cousineau
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	SBIAA Commission

**BACKGROUND INFORMATION**

The Action Plan identifies key dates and deliverables in an effort to focus San Bernardino International Airport Authority (SBIAA) Staff and resources to increase organizational and operational efficiencies.

This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

**Attachments:**

1. SBIAA Action Plan

# December, 2024 – Airport Focal Areas



Ensure Operational &  
Financial Stability

Stabilize Revenue Streams &  
Sources

Good Neighbor Program

Airport Outreach:  
Business Retention & Expansion

Green Energy Element

AOA Access Road Project

Airport Terminal Updates

Grant Programs &  
Initiatives

International Trade

U.S. Customs



San Bernardino International Airport Authority

Draft Action Plan for SBIAA (12/31/24)

Month	Key Initiative	Key Resources	Completion Date
July, 2024	Airport Terminal Enhancements; SBD Good Neighbor Program	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	July 30, 2024
August, 2024	AOA Access Road Project; FBO Ground Support Equipment; Airport Terminal Enhancements	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	August 31, 2024
September, 2024	AOA Access Road Project; Airfield Canopies/Service Pit	SBIAA Commission & Committee, CEO., Director of Aviation, Director of Finance	September 30, 2024
October, 2024	International Trade Initiatives; Quarterly Financials; Cruising at Altitude	SBIAA Commission & Committee, Director of Finance, Director of Aviation, Asst. Secretary of Commission	October 31, 2024
November, 2024	Legislative Initiatives; Quarterly Budget Adjustments	SBIAA Commission & Committee, CEO., Director of Finance, Exec Staff	November 30, 2024
December, 2024	Business Plan Review; Finalize Annual Audit	SBIAA Commission & Committee, CEO, Director of Aviation, Director of Finance, Exec Staff	December 31, 2024

# SBIAA Near-Term Action Plan – Implementation



December, 2024

Sub-Initiative Status:



Incomplete

In Process

Completed

Stabilize Tenants & Infrastructure

Update Operational Plans

Airport Improvements

Implement New Accounting  
Software

AOA Access Road Project

SBIAA Infrastructure & Equipment  
Assessments

International Trade

U.S. Customs