SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, AUGUST 28, 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. 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.*
- *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. 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: Hinojosa v. San Bernardino International Airport, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2025068

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**

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 AUGUST 28, 2024
   [PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 006]**

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#: 018]**

   b. FAA ANNUAL INSPECTION
      [PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 019]**

   c. ELECTRIC GROUND SUPPORT EQUIPMENT
      [PRESENTER: Wendy McConaughey, FBO Manager **PAGE#: 020]**

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 JULY 2024
   [PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 021]**

4. RECEIVE AND FILE TREASURER'S REPORT FOR JUNE 30, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 032]**

5. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH PDSRNB ENTERPRISES, INC. DOING BUSINESS AS (DBA) CERTAPRO PAINTERS OF CORONA & TEMECULA VALLEY FOR THE EXTERIOR PAINTING OF THE DOMESTIC TERMINAL AND AUTHORIZE THE RELEASE OF RETAINED FUNDS
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 035]**

6. APPROVE THE FILING OF A NOTICE OF COMPLETION WITH MATICH CORPORATION FOR THE UAS PARKING LOT PAVING PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 039]**

7. AWARD A CONSTRUCTION CONTRACT TO T & G CONSTRUCTION SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $62,128 FOR THE PEDESTRIAN CROSSWALK SYSTEM PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 043]**

8. APPROVE MEETING MINUTES: JULY 24, 2024
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 082]**

I. **COMMISSION ACTION ITEMS**

9. CONSIDER AND ADOPT RESOLUTION NO. 2024-03 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE SBIAA COMMISSION AND AMENDING RESOLUTION NO. 2023-04
[PRESENTER: Scott Huber, SBIAA Legal Counsel **PAGE#: 090]**

10. APPROVE CONTRACT AMENDMENT #3 TO THE MULTI-YEAR CONTRACT WITH C&A JANITORIAL, LLC IN AN AMOUNT NOT TO EXCEED $422,643 WITH A 10% CONTINGENCY FOR UNFORESEEN JANITORIAL SERVICES TO VARIOUS SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY OWNED FACILITIES
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 096]**

11. APPROVE NUCKLES OIL COMPANY, INC. DBA MERIT OIL COMPANY AS THE SERVICE PROVIDER OF GASOLINE AND RED–DYE DIESEL IN AN AMOUNT NOT TO EXCEED $310,000 DURING THE 2024-2025 FISCAL YEAR
[PRESENTER: Wendy McConaughey, FBO Manager **PAGE#: 209]**

12. APPROVE A LEASE AGREEMENT WITH ALOFT AVIATION SERVICES, LLC FOR HANGAR 333
[PRESENTER: Darrell Hale, Property Manager **PAGE#: 211]**

13. APPROVE A LEASE AGREEMENT WITH WORLD WIDE WINGS, LLC FOR BUILDING NO. 339
[PRESENTER: Darrell Hale, Property Manager **PAGE#: 276]**

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#: 339]**

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, September 25, 2024.

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 1** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF AUGUST 28, 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:	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

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-subsidiary 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):

Agenda Item No.	Contractors/Tenants	Subcontractors/Subtenants
5.	PDSRNB Enterprises, Inc. DBA CertaPro Painters of Corona & Temecula Valley David Myers, Owner/General Manager Pilar Myers, Co-Owner	None.
6.	Matich Corporation. Robert M. Matich, President Randal S. Valadez, Vice President, Treasurer, Secretary Jason G. Jones, Vice President – Estimating Jacob O. Reade, Vice President – Operations	See attached list.
7.	T & G Construction Services, Inc. Gloria Sanders, CEO Tracey Sanders, Vice President	None.

10.	C&A Janitorial, LLC Clifford D. Goodloe, Partner Anita M. Goodloe, Partner	None.
11.	Nuckles Oil Company, Inc. DBA Merit Oil Company Ronald Nuckles, President	None.
12.	Aloft Aviation Services, LLC John Kennedy	None.
13.	World Wide Wings, LLC Naushad Mohammed	None.

Attachments:

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438
3. Matich Corporation Subcontractors List

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;

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

(C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

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

HISTORY

1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior history of section 18438.5, see Register 85, No. 8.

2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of the California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2014, No. 33).

SAN BERNARDINO INTERNATIONAL AIRPORT
AOA VEHICLE ACCESS ROAD PROJECT

SUBCONTRACTOR INFORMATION SHEET

LEGAL NAME OF SUBCONTRACTOR: AZ CONSTRUCTION INC DBA ACE FENCE COMPANY

SUBCONTRACTOR LICENSE NUMBER: 996577

TYPE OF BUSINESS (Check One):

[x] CORPORATION
STATE OF INCORPORATION CALIFORNIA

[ ] PARTNERSHIP

[ ] JOINT VENTURE

[ ] INDIVIDUAL

[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

[ ] OTHER_____

PRINCIPALS/OFFICERS/REPRESENTATIVE(S) OF SUBCONTRACTOR (List All Principals and Officers, Including Joint Venture Partner):

Name	Title
AMY TSUI	PRESIDENT
AMERICA TANG	CFO SECRETARY
WAYNE WONG	TREASURER

SAN BERNARDINO INTERNATIONAL AIRPORT
AOA VEHICLE ACCESS ROAD PROJECT

SUBCONTRACTOR INFORMATION SHEET

LEGAL NAME OF SUBCONTRACTOR: Cal Stripe Inc.

SUBCONTRACTOR LICENSE NUMBER: 685387

TYPE OF BUSINESS (Check One):

[X] CORPORATION
STATE OF INCORPORATION California

[ ] PARTNERSHIP

[ ] JOINT VENTURE

[ ] INDIVIDUAL

[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

[ ] OTHER_____

PRINCIPALS/OFFICERS/REPRESENTATIVE(S) OF SUBCONTRACTOR (List All Principals and Officers, Including Joint Venture Partner):

Name	Title
Rudy Zavalani	Pres.
Cheryl Zavalani	Sec.
Steve Fleener	G.M.

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AOA VEHICLE ACCESS ROAD PROJECT

SUBCONTRACTOR INFORMATION SHEET

LEGAL NAME OF SUBCONTRACTOR: O' Duffy Construction

SUBCONTRACTOR LICENSE NUMBER: 647025-A

TYPE OF BUSINESS (Check One):

[ ] CORPORATION
STATE OF INCORPORATION _____

[ ] PARTNERSHIP

[ ] JOINT VENTURE

[✓] INDIVIDUAL

[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

[ ] OTHER_____

PRINCIPALS/OFFICERS/REPRESENTATIVE(S) OF SUBCONTRACTOR (List All Principals and Officers, Including Joint Venture Partner):

Name	Title
James T Duffy	owner

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AOA VEHICLE ACCESS ROAD PROJECT

SUBCONTRACTOR INFORMATION SHEET

LEGAL NAME OF SUBCONTRACTOR: Pacific Restoration Group, Inc.

SUBCONTRACTOR LICENSE NUMBER: 685511

TYPE OF BUSINESS (Check One):

[X] CORPORATION
STATE OF INCORPORATION California

[ ] PARTNERSHIP

[ ] JOINT VENTURE

[ ] INDIVIDUAL

[ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

[ ] OTHER _____

PRINCIPALS/OFFICERS/REPRESENTATIVE(S) OF SUBCONTRACTOR (List All Principals and Officers, Including Joint Venture Partner):

Name	Title
John Richards	President
Daniel Richards	Vice President

2a

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 2a** **PRESENTER: Michael Burrows, Chief Executive Officer**

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

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 2b** **PRESENTER: Jonathan Galvan, Airport Manager**

SUBJECT: INFORMATIONAL ITEMS – FAA ANNUAL INSPECTION

SUMMARY

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

PREPARED BY:	Jonathan Galvan
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: August 28, 2024** **ITEM NO: 2c** **PRESENTER: Wendy McConaughey, FBO Manager**

SUBJECT: INFORMATIONAL ITEMS – ELECTRIC GROUND SUPPORT EQUIPMENT

SUMMARY

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

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

As a component of the Airport's Green Energy Element, Luxivair SBD continues to source additional electric ground support equipment as we update and upgrade our fleet. On May 22, 2024, the Commission authorized the purchase of a TLD JST-30-E series electric tug which has now been placed into service at Luxivair SBD.

Attachments:

1. Photo

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 3** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: REGISTER OF DEMANDS FOR JULY 2024

SUMMARY

SBIAA's Register of Demands for July 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 July 2024. The total of the register is $10,858,794.58.

Fuel: Titan Aviation Fuels was paid $8,082,341.24 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid $37,949.36 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 $51,561.72.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Company, Underground Service Alert of Southern Cal, Utility Telecom Group LLC, and Verizon were paid a total of $227,940.97.

Capital Projects Cost: AEC Moreno Corp**.,** Certapro Painters of Corona & Temecula, CJMC Holdings LLC., Landmark Paving Inc., Matich Corporation, and Skidata were paid a total of $397,186.60.

Professional Services: Allawos & Company; Boston Fox Tigue International LLC; Coffman Engineers Inc.; Cole Huber LLP: David Turch and Associates; Hernandez, Kroone & Associates Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Leonida Builders Inc.; James W. Gourley III; Liebert Cassidy Whitmore; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group and Tom Dodson & Associates were paid a total of $173.280.30.

Attachments:

1. Register of Demands for the August 28, 2024 Commission Meeting
2. Visa breakdown - June 2024 Paid July 2024
3. Visa breakdown - July 2024 Paid in August 2024

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
8/28/2024

Line	Company Name	Description	AP Register
1	282 Services	Fuel truck and maintenance	6,617.10
2	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	102,324.14
3	AEC Moreno Corp	Airfield canopies & service pit project design plans	13,290.00
4	Allawos & Company	Consulting fees for Solar Green Energy Services	7,256.25
5	Alliant Insurance Services Inc.	Insurance premiums	765,988.30
6	Amazon Capital Services Inc.	Purchases of supplies and goods	3,611.60
7	Amber Casarez	Per Diem related to FAA Conference	133.75
8	Amber Setian	Per Diem related to FAA Conference	95.66
9	American Rental Inc.	Rental equipment & tools	523.67
10	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	6,578.69
11	Andersen Commercial Plumbing, LLC.	On-call plumbing services	482.02
12	Audacy Operations Inc.	Radio advertising for SBD passenger service	9,990.00
13	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	100,193.08
14	Belico Details LLC	Mobile car washes	10,070.00
15	Bernell Hydraulics Inc.	Hydraulic hose repairs & supplies	1,145.72
16	Board Members	Director fees	1,200.00
17	Boston Fox Tigue International LLC	Marketing services	31,498.34
18	BrightView Landscape Services, Inc.	Luxiviar landscaping project	1,350.00
19	Burrtec Waste Industries Inc.	Trash removal services	7,988.70
20	C & A Janitorial Services	Janitorial services	55,484.25
21	Cable & Wireless Technologies Inc.	Service and supplies for IT	793.67
22	Carleena Foster	Per Diem related to FAA Conference	82.50
23	CDW Government LLC	Purchase IT equipment	1,306.64
24	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	229.58
25	Certapro Painters of Corona & Temecula Va	Exterior painting-terminal	6,954.35
26	Charles Vest	Reimbursement for BSIS fees	587.00
27	Cintas Uniforms	Uniform and rug services	6,255.68
28	City of SB Water Department	Water and sewer services	31,468.12
29	CJMC Holdings LLC	Professional services - project management services	11,215.00
30	Climatec LLC	Security maintenance and installation of electrified door hardware, materials and programming badge reader	5,917.09
31	Clinton Ladd Skocpol	Cable transducer including travel charges, airfare, car rental and travel time	3,219.00
32	Coffman Engineers, Inc.	Professional service agreement-Engineering and technical support services for potential hydrogen facilities	8,241.00
33	Cole Huber LLP	Professional Legal services	30,517.61
34	Control Air Enterprises LLC	Thermal Energy replaces check issued 04/11/2024	200.00

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
8/28/2024

Line	Company Name	Description	AP Register
35	Cummins Inc.	On Call parts and services vehicle repairs and maintenance	3,044.29
36	Dans Lawnmower Center	Small equipment repairs and landscape supplies	1,499.91
37	David Turch and Associates	Professional services agreement - lobbying services	10,000.00
38	DBT Transportation Services LLC	ILS/AWOS tower equipment service	3,580.58
39	Derrick Burroughs	Annual boot reimbursement	183.79
40	Dib's Safe & Lock Service	Key duplication & locksmith services	246.00
41	DoorTech	Door repair on-call services	1,122.32
42	Eagle Graphics LLC	Eagle account credit, employee gift boxes and special event credit	1,119.50
43	East Valley Water District	Water services	168.25
44	Eric Sewell	Travel reimbursement Naples FL. Transportation-ride share	204.37
45	Event Design Lab	Live streaming services	2,400.00
46	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	2,568.68
47	Fastsigns San Bernardino	AOA restricted area signs	5,686.54
48	FedEx	Courier services	375.42
49	Fernando Zarate	Annual boot reimbursement	200.00
50	Ford Credit Company	Purchase two 2023 Ford police interceptor utility SUV's	3,290.90
51	Frontier Communications Corporation	Telephone services	7,566.20
52	GMSTEK LLC	Subscription fee for point of sale system	1,816.54
53	Grainger	Parts and supplies for building repairs	1,509.75
54	Granite Telecommunications	Telephone services	5,458.36
55	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	4,333.33
56	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	14,250.11
57	Imagine Systems Inc.	Professional consulting services	8,455.68
58	Ink'd Promo and Apparel	Luxivair SBD apparel to be used for promotional events and customer branded give-a-way apparel	651.67
59	Inland Empire Economic Partnership	Silver sponsor E-Commerce & Logistics Summit 5/30/2024	1,500.00
60	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	4,000.00
61	Jackhammer Movement Inc.	Event support, design & merchandise for airport	4,147.62
62	James W. Gourley III	Professional services agreement-environmental and technical consulting matters with base closure issues	5,550.00
63	Jeff Barrow	Per Diem related to FAA Conference	149.92

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
8/28/2024

Line	Company Name	Description	AP Register
64	Jose Garcia	Per Diem travel Columbus OH.-maintenance	409.71
65	Justin Lennox	Per Diem travel Columbus OH.-maintenance and annual boot reimbursement	568.26
66	K&L Hardware and Plumbing Supply Inc	Maintenance tools and supplies	750.79
67	Kaiser Foundation Health Plan, Inc.	Employee medical benefits	50,728.32
68	Ken Grody Ford Redlands LLC	Fleet vehicle parts and services	2,963.00
69	Kevin Kelly	Annual boot reimbursement	143.54
70	Landmark Paving Inc.	Landfill surface repair project	74,328.00
71	Legal Shield Services Inc.	Employee legal group benefits	833.40
72	Leonida Builders Inc.	North parking lot kiosk project 1601 E Third street	7,390.00
73	Liebert Cassidy Whitmore	Professional service agreement-ERC membership with premium Liebert library subscription	810.00
74	Luis Moroyoqui	Annual boot reimbursement	152.24
75	Mark Gibbs	05/2024 Jumpstart conference reimbursement	1,117.98
76	Matich Corporation	AOA vehicle success road project	234,764.15
77	Mead & Hunt Inc.	Professional consulting service agreement-providing air services development and airport development	9,292.37
78	MediWaste Disposal, LLC	Medical waste services for sharp containers and replacements	33.50
79	Merit Oil Company	Fuel inventory for fleet operations	37,949.36
80	Michael Roche	Reimbursement for BSIS fees	170.00
81	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	10,295.57
82	Mitch Dattilo	Reimbursement for BSIS fees	410.00
83	Myriam Beltran	Per Diem related to FAA Conference	82.50
84	National Business Aviation Association Inc.	Membership dues-M. Gibbs	475.00
85	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	28,396.20
86	Nutrien AG Solutions Inc.	Herbicides, pesticides and insecticides-airfield maintenance	6,304.62
87	Parker Transport Inc.	Transport-Touch a Truck Event electric aircraft	1,650.00
88	Parkhouse Tire, Inc.	Vehicle emergency repairs and maintenance-service calls	53,676.88
89	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	13,050.79
90	Pete's Road Service Inc.	Vehicle repairs and parts	2,870.76
91	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	748.22
92	Pitney Bowes Global Financial Services	Leasing fees- postage machine	225.70

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
8/28/2024

Line	Company Name	Description	AP Register
93	PlaneNoise Inc.	Noise complaint program	1,287.50
94	Right Energy Group LLC	Professional agreement for Green Energy Programs	6,500.00
95	Robert Hards	Reimbursement for BSIS fees	118.00
96	Sagebrush Hill Group LLC	Keynote speaker reimbursement World Trade Conference-Derrick Watchman	705.75
97	San Bernardino Area Chamber of Commerce	Membership fees-M. Gibbs	250.00
98	San Bernardino County Sheriffs Department	EVOC training-security	1,350.00
99	SDRMA	Workers Comp insurance premium	561,971.14
100	Servpro of South Redlands/Yucaipa	Water leaks bathroom and theater-FBO	2,030.49
101	SITA Information Networking Computing USA, Inc.	Maintenance and support fees	2,808.56
102	SKIDATA Inc.	Installation of parking and revenue system-North Lot equipment and software	56,635.10
103	Southern California Edison	Electric power	156,715.99
104	Staples Contract & Commercial LLC	Office supplies	1,901.92
105	Sundance Painting Company	Painting phase II project-Bldg.56	386.30
106	Sunwest Printing Inc.	Printing services	624.23
107	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	7,847.87
108	TELOS Identity Management Solutions, LLC.	TSA background checks and fingerprinting processing	2,742.75
109	The Gas Company	Natural gas service	4,042.66
110	The Pitney Bowes Reserve Account	Postage and related services	470.56
111	Thomas Ramos	Reimbursement for BSIS fees	596.00
112	Thomas Savage	Annual boot reimbursement	200.00
113	Thompson Industrial Supply	Supplies and material	443.33
114	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	8,082,341.24
115	Titan Environmental Solutions, Inc.	Drinking water sampling assessment and reporting	1,468.59
116	Tom Dodson & Associates	Professional services - environmental issues/projects	19,223.37
117	Trilogy Medwaste West LLC	Waste disposal service for international flights	767.31
118	Uline Inc.	Safety supplies	1,564.34
119	Underground Service Alert Of Southern Cal	Notification system for underground utilities	77.75
120	US Bank	Administrative fees trustee agent	3,135.00
121	US Custom & Border Protection	Customs contract and inspection fees	8,779.06
122	US Customs & Border Protection	US Customs IT fees	729.20
123	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	8,906.19
124	Verizon Wireless	Wireless phone services	5,548.75
125	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals 05/27/2024 statement paid in July	32,356.66

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
8/28/2024

Line	Company Name	Description	AP Register
126	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	8,776.67
127	Western Exterminator Company	Pest control services	400.11
128	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
	Total		$ 10,858,794.58

Visa Breakdown
June 2024
SBIAA

Line	Description	Vendor	Dept.	
1	Satellite TV for Customs Office	Dish Network	HR	106.71
2	Plants for event-FBO	Lowes	HR	125.03
3	ACE operations program-registration-R. Gonzalez	American Association Of Airport Executives	OPS	510.00
4	Fire protection jockey pump pressure switch	Midwest Appliances	Maint	246.93
5	SBIAA logo tablecloth-COB	Imprint.com	Admin	84.70
6	Photo ID backdrop and stand-Badging	Photo ID Central	Admin	203.43
7	Repair controller	Radwell International	Maint	1,159.94
8	Radio console for recently acquired vehicle-security	Diversified	Security	359.00
9	Promotional items utility multi zipper bags-Luxivair	Everything Branded	Maint	2,390.00
10	Membership renewal-M.Gibbs	SWAAAE	Admin	95.00
11	Movies for theater-FBO	Netflix	FBO	22.99
12	Cleaning services N961V	Family Dry Cleaner	FBO	120.00
13	Fuel for crew cars-FBO	Chevron	FBO	32.62
14	Fuel for crew cars-FBO	Chevron	FBO	45.13
15	Cable for theater-FBO	Dish Network	FBO	149.85
16	Fuel for crew cars-FBO	Chevron	FBO	25.50
17	Mothers Day drawing -floral arrangement	Blossom Flower	FBO	122.47
18	Fuel for crew cars-FBO	Chevron	FBO	26.04
19	Fuel for crew cars-FBO	Chevron	FBO	47.01
20	Hospitality Redlands Chamber meeting M. Burrows	Panera Bread	FBO	182.40
21	Fuel for crew cars-FBO	Chevron	FBO	60.68
22	Movies for theater-FBO	Netflix	FBO	22.99
23	Quarterly maintenance lunch meeting-beverages	Costco	Maint	91.78
24	Quarterly maintenance lunch meeting-beverages & misc. supplies	Stater Bros.	Maint	26.01
25	Quarterly maintenance lunch meeting-beverages & misc. supplies	Stater Bros.	Maint	54.73
26	Quarterly maintenance lunch meeting-meat and salsa	Carners Y Mariscos Luis	Maint	403.02
27	365 Monthly subscription-Standard	Microsoft	IT	762.50
28	366 Monthly subscription-Premium	Microsoft	IT	607.86
29	367 Monthly subscription-Basic	Microsoft	IT	220.00
30	Domain name renewal	Network Solutions	IT	369.90
31	Drone pilot training-Denny IVDA	CVENT	IT	50.00
32	Drone Piot training-Willy IVDA	CVENT	IT	50.00
33	CC processing parking revenue transaction	Windcave	IT	313.50
34	Agency website cloud server usage charges	Digital Ocean	IT	64.30
35	Website management software license	Cpanel	IT	42.99
36	Streaming service TV content for concourse	Sling TV	IT	60.34
37	Online storage	Apple.com	IT	0.99
38	Software-hosted IT collaboration	Slack	IT	43.75
39	Background music streaming service-terminal	Soundtrack Your Band	IT	54.00
40	Domain name renewal	Network Solutions	IT	39.99
41	Gift Bags used for promo gift giving UAS Center-IVDA	4Imprint	Mktg.	639.18
42	Thank you gifts for Trade Week Conference speakers	Fracture	Mktg.	246.65
43	Stock imagery subscription	Adobe	Mktg.	49.99
44	Room rental and banquet service final payment for World Tarde Week Conference	Doubletree	Mktg.	5,615.86
45	3K fuel truck parts	Westrux International	Maint	5,353.43
46	Shop tool-welding gas refill	Airgas LLC	Maint	365.73
47	Powder coating for safety rail FBO truck	SQ Precision Powder Coat	Maint	180.00
48	3K fuel truck parts	Westrux International	Maint	391.00
49	Window tinting Jeff's lightning	Tint City	Maint	102.95
50	Seals and parts	O Rings and Things	Maint	56.37
51	Digital sign computer repair	National Signal	Maint	341.72
52	3K fuel truck parts-pump kit	Westrux International	Maint	5,911.00
53	Travel 05/2024 NATA training Naples FL. E. Sewell-registration	NATA	Admin	725.00
54	Travel 05/2024 NATA training Naples FL. E. Sewell-flight	Delta Airlines	Admin	870.95
55	Travel 05/2024 SWAAAE Conference M. Gibbs-lodging fees	Hotel Bookings	Admin	15.99

Visa Breakdown
June 2024
SBIAA

Line	Description	Vendor	Dept.	
56	Travel 05/2024 SWAAAE Conference M. Gibbs-flight	Southwest Airlines	Admin	536.97
57	Travel 05/2024 SWAAAE Conference M. Gibbs-lodging fees	Home Wood Suites	Admin	182.12
58	Travel 05/2024 SWAAAE Conference M. Gibbs-meals	Einstein Bros.	Admin	10.35
59	Travel 05/2024 SWAAAE Conference M. Gibbs-transportation	Lyft	Admin	23.59
60	Travel 05/2024 SWAAAE Conference M. Gibbs-parking fees	Ontario Airport	Admin	48.00
61	Travel 05/2024 SWAAAE Conference M. Gibbs-meals	Esquire Grille	Admin	45.43
62	Travel 05/2024 SWAAAE Conference M. Gibbs-transportation	Lyft	Admin	21.99
63	Travel 05/2024 Jumpstart Conference M. Gibbs-meals	Breeze	Admin	11.11
64	Travel 05/2024 Jumpstart Conference M. Gibbs-Taxi	Teshome Zagie	Admin	33.36
65	Travel 05/2024 Jumpstart Conference M. Gibbs-parking fees	LAX Parking	Admin	73.09
66	Travel 05/2024 Jumpstart Conference M. Gibbs- transportation	Metrorail	Admin	15.00
67	Travel 05/2024 Jumpstart Conference M. Gibbs-meals	Lucky Buns	Admin	32.83
68	Travel 04/2024 AAAE Conference Nashville TN. J Galvan -lodging	Hyatt House	Admin	994.41
69	Travel 04/2024 AAAE Conference Nashville TN. J Galvan - transportation	Uber	OPS	7.44
70	Travel 04/2024 AAAE Conference Nashville T+B27N. J Galvan - transportation	Uber	OPS	3.00
71	Travel 04/2024 AAAE Conference Nashville TN. J Galvan - transportation	Uber	OPS	24.15
72	Travel 04/2024 AAAE Conference Nashville TN. J Galvan - transportation	Uber	OPS	17.90
73	Travel 04/2024 AAAE Conference Nashville TN. J Galvan - transportation	Uber	OPS	16.02
				$ 32,356.66
	VISA Statement Balance			$ 32,356.66
	Date Prepared: 07/10/2024 (paid in July)			

Visa Breakdown
July 2024
SBIAA

Line	Description	Vendor	Dept.	
1	Switching license plate from regular to exempt	CA DMV	HR	71.00
2	Switching license plate from regular to exempt	CA DMV	HR	1.50
3	Satellite TV for Custom office	Dish Network	HR	106.71
4	Office background screening for new hire	Checkr	HR	341.70
5	Drug screening for new hire	Exam Professionals	HR	200.00
6	Insurance-add new vehicle	Alliant Insurance Service	HR	88.40
7	Insurance-add new vehicle and processing fee	Alliant Insurance Service	HR	630.70
8	Insurance-add new vehicle	Alliant Insurance Service	HR	90.95
9	Hospitality meeting with insurance vendors	Donut Factory	HR	16.64
10	Newspaper ad for passenger boarding bridge RFP	D&M Media	Admin	336.00
11	Notice of Violation booklets printing for-security	Printing Connection	Admin	608.04
12	Staff meeting lunch	In N Out Burger	Maint.	27.80
13	Barbeque for Supervisors quarterly lunch	Spirit of Texas	Maint.	182.11
14	Badges for new security officers	Sun Badge Company	Security	387.42
15	Fuel for crew cars-FBO	Chevron	FBO	54.09
16	Power Panel Tour-Aguilar	Carreras Tours	FBO	1,482.44
17	Hospitality for - Power Panel Tour-Aguilar	Stater Bros.	FBO	157.88
18	Cable for theater-FBO	Dish Network	FBO	149.85
19	Hospitality Flying Club Outreach	EL Tacocho	FBO	36.47
20	Hospitality Inland Action Connect	Stater Bros.	FBO	93.55
21	Training for Mr. Savage Fuel Farm-registration	Caly Valve	FBO	500.00
22	Fuel for crew cars-FBO	Chevron	FBO	60.23
23	Fuel for crew cars-FBO	Chevron	FBO	53.51
24	Detailing for crew car and buses	Belico Details	FBO	1,290.00
25	Hospitality Inland Action Connect	Panera Bread	FBO	257.35
26	Hospitality Inland Action Connect	Panera Bread	FBO	36.39
27	Hospitality Inland Action Connect	Stater Bros.	FBO	77.94
28	Hospitality Inland Action Connect	Stater Bros.	FBO	52.06
29	Fuel for crew cars-FBO	Chevron	FBO	73.00
30	Hospitality Inland Action Connect	Stater Bros.	FBO	26.08
31	Hospitality Inland Action Connect	Stater Bros.	FBO	26.08
32	Fuel for crew cars-FBO	Arco	FBO	36.89
33	Fuel for crew cars-FBO	Chevron	FBO	36.95
34	Fuel for crew cars-FBO	Chevron	FBO	24.47
35	Fuel for crew cars-FBO	Chevron	FBO	8.00
36	Fire lunches for fuelers-FBO	Stater Bros.	FBO	12.99
37	Fuel for crew cars-FBO	Chevron	FBO	56.03
38	Water for hospitality bar-FBO	Stater Bros.	FBO	20.22
39	Grounds supplies-concrete mix	Home Depot	Maint.	510.26
40	Interview panel lunch	Farmer Boys	Maint.	52.66
41	Grounds trailer ball bearing service	Motion Industries	IT	64.42
42	365 Monthly subscription	Microsoft	IT	762.50
43	366 Monthly subscription	Microsoft	IT	606.00
44	CBP phone lines non-payment-POTS lines	Frontier Communications	IT	483.75
45	CC Parking revenue transaction processing	Windcave	IT	295.00
46	Cloud server agencies website usage charges	Digital Ocean	IT	64.30
47	Software license website management software	Cpanel	IT	42.99
48	Domain name renewal	Network Solutions	IT	349.85
49	TV content for concourse streaming service	Sling TV	IT	60.34
50	Online storage	Apple.com	IT	0.99
51	365 Monthly subscription	Microsoft	IT	606.00
52	365 Monthly subscription	Microsoft	IT	220.00
53	365 Monthly subscription	Microsoft	IT	762.50
54	Hosted IT Collaboration Comm software	Slack	IT	43.75
55	Terminal background music streaming service	Soundtrack Your Brand	IT	54.00
56	Stock image subscription	Adobe	Mkgt.	49.99

Visa Breakdown
July 2024
SBIAA

Line	Description	Vendor	Dept.	
57	3K Fuel truck parts-TCM	United Transmission Exchange	Maint.	1,271.29
58	Replace expendables disposal gloves	Lowes	Fuel Farm	144.81
59	Travel FAA conference 06/2024 Torrance Ca. J. Galvan-lodging	Double Tree Hotel	Admin	651.13
60	Travel FAA conference Quarterly House Forum 06/2024 Costa Mesa Ca. M. Gibbs-hotel parking fees	Hilton	Admin	25.00
61	Travel FAA WPRC conference 06/2024 Costa Mesa Ca. M. Gibbs-meals	Luna Grill	Admin	20.22
62	Travel FAA WPRC conference 06/2024 Costa Mesa Ca. M. Gibbs-meals	Phiz Coffee	Admin	20.47
63	Travel FAA WPRC conference 06/2024 Costa Mesa Ca. M. Gibbs-meals	Lazy Dog	Admin	14.46
64	Travel FAA WPRC conference 06/2024 Costa Mesa Ca. M. Gibbs-meals	Phiz Coffee	Admin	16.16
65	Travel FAA Western Pacific Regional conference 06/2024 Torrance Ca. M. Gibbs-lodging	Marriott	Admin	717.42
66	Travel training 06/2024 Naples FL. Sewell-lodging	Holiday Inn Express	Admin	456.57
				$ 16,078.27
	Date Prepared: 07/10/2024 (paid in August)			$ 16,078.27

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 4** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR JUNE 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 June 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 June 30, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is $11,690,773.79 on June 30, 2024. Bank statements reflect $11,681,102.30. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items June 30, 2024.

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

Attachments:

1. Treasurer's Report for June 30, 2024

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

June 30, 2024

Cash	Balance 05/31/24	Activities	Balance 06/30/24
Checking Account - Wells Fargo Bank	$ 6,168,686.86	$ 1,487,094.99	$ 7,655,781.85
Deposits In Transit:			
Beginning	-	-	-
Ending	-	51,161.93	51,161.93
Outstanding Checks:			
Beginning	(474,014.96)	474,014.96	-
Ending		(41,490.44)	(41,490.44)
Premium Money Market Account - Wells Fargo Bank	2,230,530.64	1,975.41	2,232,506.05
Deposits In Transit:			
Beginning			
Ending			
Payroll Account - Wells Fargo Bank	4,927.38	-	4,927.38
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	7,930,129.92	1,972,756.85	9,902,886.77
Investments			
Local Agency Investment Funds	337,148.90	-	337,148.90
Deposits In Transit:			
Subtotal	337,148.90	-	337,148.90
Investments Held With Fiscal Agent			
Debt Service Fund-US Bank-2021A series	1,572,614.60	(890,739.95)	681,874.65
Reserve Fund- US Bank 2021A series	518,758.71	2,219.05	520,977.76
Debt Service Fund-US Bank-2021B series	262,634.22	(80,641.83)	181,992.39
Reserve Fund -US Bank-2021B series	65,612.65	280.67	65,893.32
Subtotal	2,419,620.18	(968,882.06)	1,450,738.12
Total Cash and Investments	$ 10,686,899.00	1,003,874.79	$ 11,690,773.79

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 requirment for next six month, anticipating operational fund receipts from IVDA.

Alka Chudasama for Mark Cousineau.

Mark Cousineau, Treasurer

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 5** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH PDSRNB ENTERPRISES, INC. DOING BUSINESS AS (DBA) CERTAPRO PAINTERS OF CORONA & TEMECULA VALLEY FOR THE EXTERIOR PAINTING OF THE DOMESTIC TERMINAL AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

SUMMARY

The exterior painting of the domestic terminal is now completed in accordance with the plans and specifications and can be accepted as complete by the San Bernardino International Airport Authority Commission. If accepted, the release of the remaining retention should be issued.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with PDSRNB Enterprises, Inc. DBA, CertaPro Painters of Corona & Temecula Valley for the exterior painting of the domestic terminal service agreement and the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None.

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

On March 27, 2024, the San Bernardino International Airport Authority (SBIAA) Commission approved a service agreement with PDSRNB Enterprises, Inc. DBA, CertaPro Painters of Corona & Temecula Valley for the exterior painting of the domestic terminal.

This project entailed painting the terminal's exterior walls as part of a much-needed aesthetic enhancement. The newly painted terminal now projects a cleaner and pleasing view for our passengers and visitors.

The work consisted of preparing and painting the exterior walls on the north, south, and east sides of the terminal.

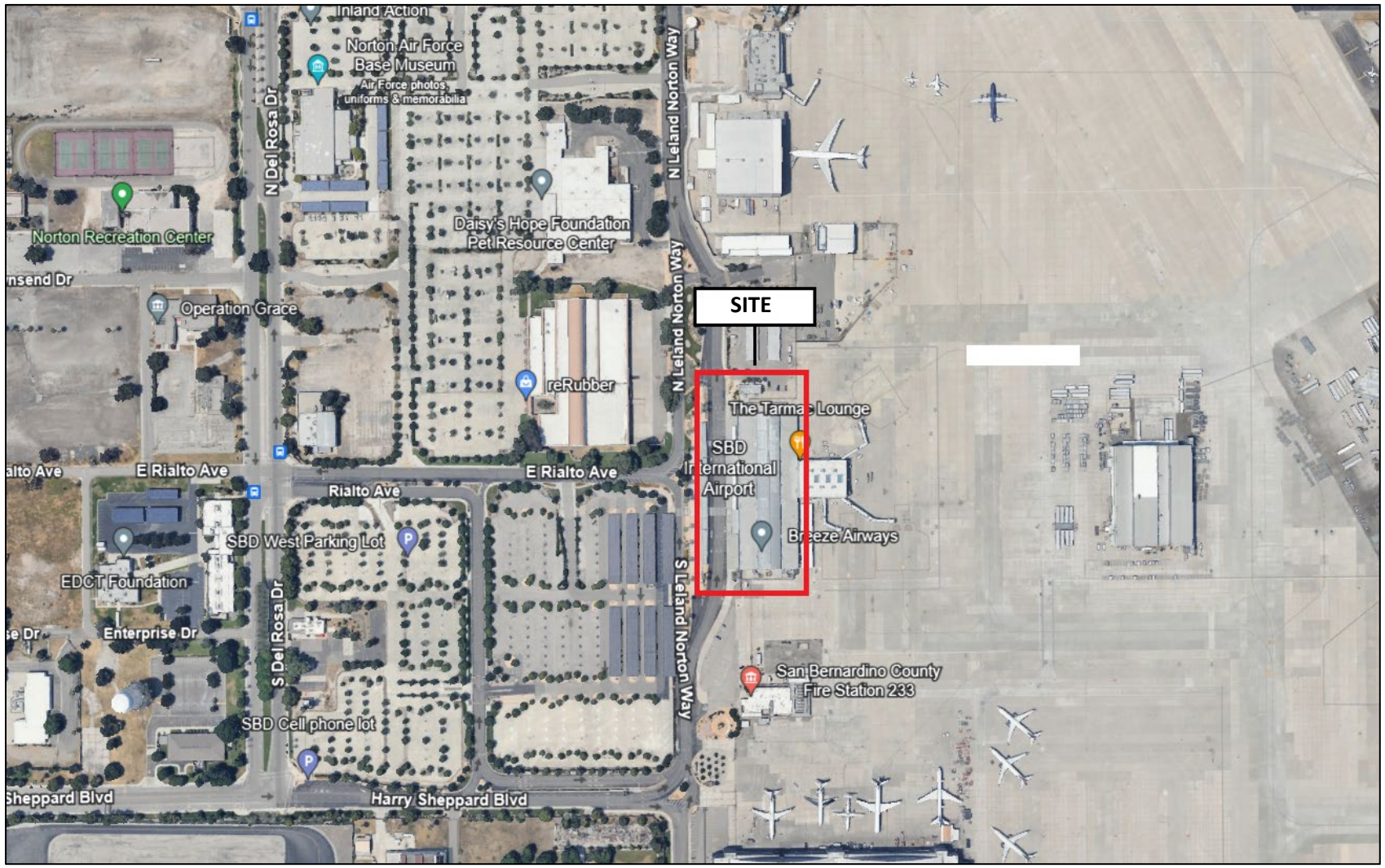
Completing this project enhanced visual aesthetics and improved the conditions of SBIAA's domestic terminal facility.

Staff recommends the Commission approve the above recommended actions.

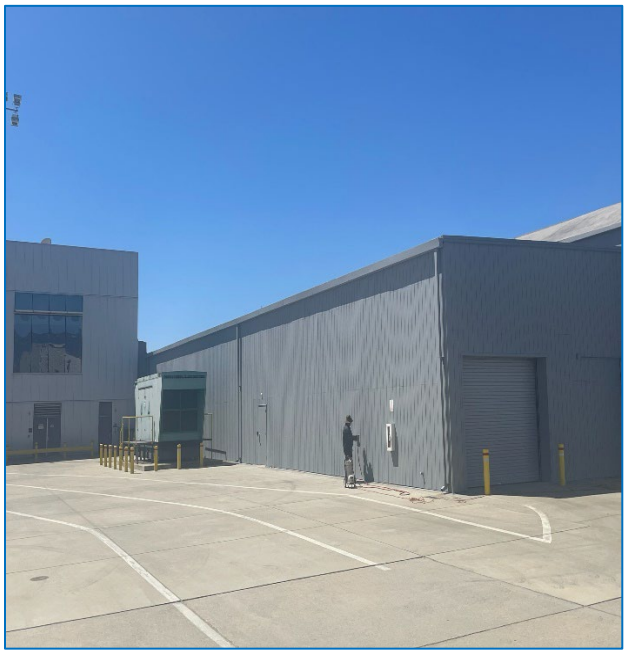
Attachments:

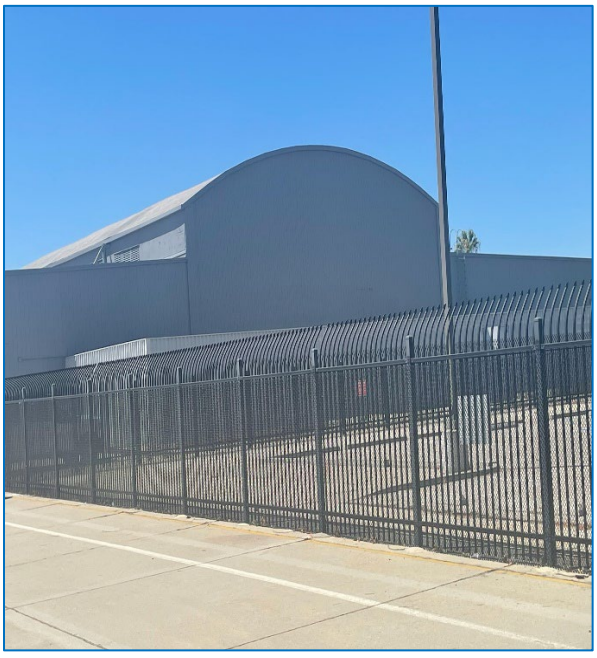
1. Site Map
2. Photos

SITE MAP


Inland Action
Norton Air Force Base Museum
Air Force photos, uniforms & memorabilia
N Del Rosa Dr
N Leland Norton Way
Norton Recreation Center
Daisy's Hope Foundation Pet Resource Center
Operation Grace
SITE
reRubber
The Tarmac Lounge
SBD International Airport
Breeze Airways
E Rialto Ave
Rialto Ave
SBD West Parking Lot
EDCT Foundation
Enterprise Dr
S Del Rosa Dr
S Leland Norton Way
San Bernardino County Fire Station 233
SBD Cell phone lot
Harry Sheppard Blvd

PHOTOS





	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 6** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: APPROVE THE FILING OF A NOTICE OF COMPLETION WITH MATICH CORPORATION FOR THE UAS PARKING LOT PAVING PROJECT AND AUTHORIZE THE RELEASE OF RETAINED FUNDS

SUMMARY

The UAS Parking Lot Paving Project is now completed in accordance with the plans and specifications and can be accepted as complete by the San Bernardino International Airport Authority Commission. If accepted, the release of the remaining retention should be issued.

RECOMMENDED ACTION(S)

Approve the filing of a Notice of Completion with Matich Corporation for UAS Parking Lot Paving Project construction contract and the release of retained funds; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None.

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

On March 27, 2024, the San Bernardino International Airport Authority (SBIAA) Commission approved a construction contract with Matich Corporation for the UAS Parking Lot Paving Project.

This project entailed improvements to remediate the deteriorated parking lot and noncompliant handicap parking at the UAS Center. A much-needed improvement for the tenants currently occupying the building.

The construction work consisted of the removal and replacement of damaged asphalt and new striping per current ADA Standards.

Completing this project improved parking conditions for building tenants, ensured compliance with ADA requirements, enhanced visual aesthetics, and extended the parking lot's longevity.

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. Site Map
2. Photos

SITE MAP

UNICAL
S Leland Norton Way
SITE
AeroPro
AeroPro Entrance AX
Kelly Space & Technology
George Webster Dr
S Leland Norton Way

PHOTOS

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 7** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO T & G CONSTRUCTION SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $62,128 FOR THE PEDESTRIAN CROSSWALK SYSTEM PROJECT

SUMMARY

The award of this construction contract would authorize T & G Construction Services, Inc. to install new rectangular rapid-flashing beacon systems at each domestic terminal pedestrian crosswalk.

RECOMMENDED ACTION(S)

Award a construction contract to T & G Construction Services, Inc. in an amount not to exceed $62,128 for the Pedestrian Crosswalk System 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 in the Capital Projects Fund, Account 51807 – Land, Road, Parking Improvements, for $400,000 of which $62,128 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

With domestic passenger flights and the growing number of tenants, the San Bernardino International Airport has experienced an increase in both vehicular and pedestrian traffic. For the safety of all our passengers, visitors, tenants, and airport staff, it is critical that additional safety and traffic control measures be implemented. Among these measures is the installation of four rectangular rapid-flashing beacon systems at each domestic terminal pedestrian crosswalk. These systems, through a push button activation method, generate rapid-flashing high visibility lights to alert vehicles of pedestrian crossings. By means of such systems, additional protection will be facilitated for both pedestrians and drivers on the road. This infrastructure enhancement will effectively increase pedestrian safety, optimize traffic flow, and overall improve the experience of all persons utilizing the airport's facilities.

Posts will be installed at each pedestrian crosswalk with all the following: detection devices, controllers, communication devices, warning devices, power sources, cabinets, mounting equipment, static signs, and all other equipment necessary for a turnkey project. This project aligns with SBIAA's commitment to providing a safe, efficient, and user-friendly experience for passengers, visitors, tenants, and staff.

Staff solicited proposals from qualified contractors. (4) proposals were received, with the full project cost identified below:

- T & G Construction Services, Inc. $62,128.00
- J. Peace Builders, Inc. $75,000.00
- Leonida Builders $98,000.00
- Jergensen Construction $125,224.66
- Bogh Engineering, LLC No Response

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. Photos
3. Contractor's Proposals

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

“EXHIBIT 1”

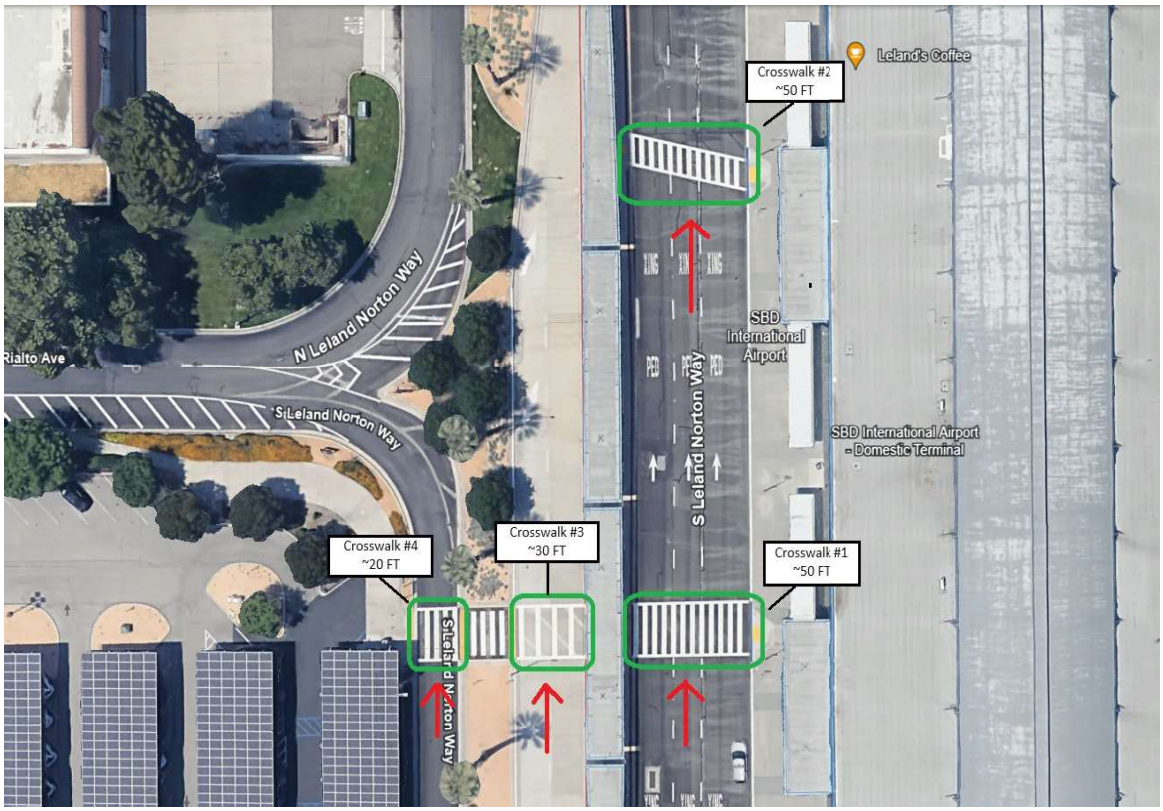
Site Map

1601 East Third Street, Suite 100 San Bernardino, CA 92408
Phone: (909) 382-4100 Fax: (909) 382-4106

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

"EXHIBIT 2"

Photos



1601 East Third Street, Suite 100 San Bernardino, CA 92408
Phone: (909) 382-4100 Fax: (909) 382-4106

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

Attention: Griselda Lizarraga & Jeff Barrow 8/13/2024
San Bernardino International Airport Authority
San Bernardino, CA 92408

Proposal #081324
PROJECT
San Bernardino Airport Authority
Pedestrian Crosswalk System Project

PROJECT LOCATION

All activities associated with the Pedestrian Crosswalk System Project is located at 105 Leland Norton Way, San Bernardino 92408.

Scope of work:

Supply and install Tapco-safe travel 24/7 blinker sign flashing LED pedestrian crosswalk (symbol) sign W11-2 (6) signs-two crosswalks.
Mount new equipment to existing poles.
Bonding included.
Stripping for UPS drop off zone

Exclusions:
Any item not called out.
Permits
Night and weekend work.

Total base bid ; $ 62,128.00

Addendum to Purchase Order
GENERAL TERMS AND CONDITIONS

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_ ___T&G Construction Sevices, Inc.___, 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. Subcontractor shall mean the following individual or companies that will perform any portion of the work:

Subcontractor name: T&G Construction Sevices, Inc.
Place of Business: California
License Number: 962580

Subcontractor name: Moore United Construction Inc
Place of Business: California
License Number: 764972

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 Contactor 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.

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 12 day of July,2024, 2023, in Mojave CA, _____.
[day] [month] [city] [state]

By: Gloria Sanders
Print Name: Gloria Sanders
Print Title: CEO

LEGAL NAME OF COMPANY: T&G Construction Services, Inc

ADDRESS: 4360 Cloud Nine Ave Mojave Ca 93501

TELEPHONE: 661 824 2038 FAX: _____

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
Gloria Sanders	CEO
TraceySanders	VP

[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
Gloria Sanders	CEO
Tracey Sanders	VP

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
Gloria Sanders	CEO
Tracey Sanders	VP

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

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.
T&G Construction Services, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: 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 **not** 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4360 Cloud Nine Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Mojave CA

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

2	7	–	5	4	5	1	4	1	6

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 ▶** *gloria sanders* **Date ▶**

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.*

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.*

T&GCONS-01 JHERNANDEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2024

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Autumn Gallegos Ellington PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: autumn.gallegosellin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Financial Pacific Insurance Company — 31453
INSURED T & G Construction Services, Inc. 4360 Cloud Nine Ave Mojave, CA 93501	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	60492619	6/12/2024	6/12/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			60492619	6/12/2024	6/12/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			60492619	6/12/2024	6/12/2025	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: All covered operations
Endorsements attached: CG7103 0215
San Bernardino International Airport Authority

CERTIFICATE HOLDER

San Bernardino International Airport Authority
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

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ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
* Automatic Additional Insured - Vendors
* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following: **(a)** Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

b. "Property Damage" means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) “Bodily Injury” or “Property Damage”.

(7) Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

(11) “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

(12) Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H** (Section I) applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II- WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following **:**

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs **d.** or **f.**; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by this additional coverage.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or “personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the “bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

10. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS A NAMED INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **10** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B;** and

d. Damages under Coverage **H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. Coverage G - Product Recall Expense

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **10** of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is $50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.,** Items **a.** and **b**. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition **(5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

10. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal injury” or “advertising injury” offense is committed.

11. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

12. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. The following conditions are added in regard to **Coverage G - Product Recall Expense:**

In event of a "product recall", you must:

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item **12. Mobile Equipment** the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3. "bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

TAPCO
Safe travels.

Pedestrian Crosswalk System: Rectangular Rapid-Flashing Beacon

TAPCO
Safe travels.

Submittal Package

Quote Number:_____ TAPCO Contact:_____

_____

_____

Customer:	Document Date:	
	Project Name:	
	Project ID:	
	Customer Contact:	
Installation Address/Location:	Phone Number:	
	Email:	
	Lead Time:	
		Lead time upon submittal approval.

Documentation Included:
☐ Pole Layout Drawing
☑ Detection Devices
☑ Controller
☑ Communication Devices
☑ Warning Devices
☑ Power Source
☑ Cabinet
☑ Mounting Equipment
☑ Static Signs

Special Conditions
☐ Scope of work will be required prior to accepting purchase order
☐ Bid as alternate (see below summary of deviations from bid specification).
☐ System contains custom components and is not returnable

Alternate System Information:

Proprietary information that is stamped (Proprietary Information) should not be shared with others outside of the Contractor, Consultant and End user.

X _____
Customer Approval Signature

X _____
Date

TAPCO
Safe travels.

IWS CONTROLLER

SPECIFICATIONS

POWER	6V and 12VDC with power indicator light
INPUTS	2 digital inputs
OUTPUTS	2x two-channel (able to drive two warnings per output)
PROGRAMMABILITY	Locally using serial input (RS232) or remotely using BlinkLink® via cell modem
PROGRAM ACTIVATION OPTIONS	24/7, Dusk 'til Dawn, BlinkLink® Scheduling, Time Clock, Custom Input
LED-WARNING CONTROL COMPATIBILITY	BlinkerSign®, BlinkerBeacon™, RRFB-XL2™
DIMMABILITY	Auto-adjustable via solar panel (6V systems) Auto-adjustable via photocell sensor (12V systems)
INTERNAL SYSTEM CLOCK	Integrated with on-board battery backup
SELF-DIAGNOSTIC CAPABILITY	Internal temperature monitor
DAYLIGHT SAVING TIME	User programmable
OPERATING TEMPERATURE RANGE	-40°F to 176°F (-40°C to 80°C)
ENCLOSURE	IP67 rated
ENCLOSURE DIMENSIONS	3.2"W x 3.7"H x 2.5"D

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BLINKERBEAM® WIRELESS RADIO

SPECIFICATIONS

POWER	6V and 12VDC with power indicator light
INPUT	1 digital input, micro USB
OUTPUTS	2 digital output lines, host serial lines for over the air serial
PROGRAMMABILITY	Locally using USB port or front-mounted joystick
BACKLIT LCD DISPLAY	4 lines at 21 characters per line
RADIO TYPES	Low Power Device Radio Low Power Activation Radio Standard Low Power Radio Standard Medium Power Radio Standard High Power Radio
CONNECTIVITY	Up to 16 devices on one network
FREQUENCY	License free 900 MHz frequency hopping spread spectrum with 10 different RF patterns to prevent interference between collocated radio systems
RANGE	Up to 900 feet standard or longer with optional antennas; Indoor applications do not use antennas
STATUS LEDS	Red, green, yellow, amber
REGULATORY COMPLIANCE	FC and ISED compliant
OPTIONAL OUTDOOR ANTENNAS	Omni Whip Omni Dome Omni Base Station Yagi (for specific applications)
OPERATING TEMPERATURE	-40°F to 176°F (-40°C to 80°C); less than 90% relative humidity
DIMENSIONS	3.2″W x 3.7″H x 2.5″D

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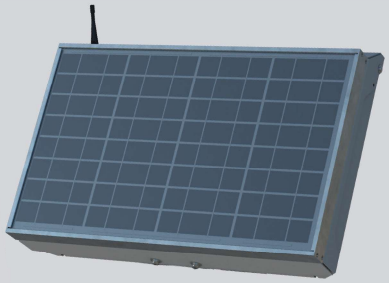
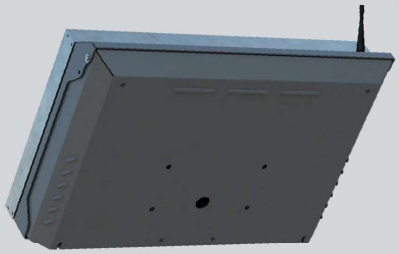
30W TOP-OF-POLE SELF-CONTAINED SOLAR CABINET

SPECIFICATIONS

POWER	30W
NOMINAL VOLTAGE	12V
BATTERY CAPACITY	Up to 44Ah
BATTERY LIFE SPAN	3-5 years field replaceable
BATTERY TYPE	Sealed lead acid - absorbent glass mat
WIND LOAD RATING	Up to 120 MPH
HOUSING	NEMA 3R type gray power coated aluminum; Other colors available
WEIGHT	42.6 pounds
MOUNTING HARDWARE	Universal aluminum mounting bracket
OPERATING TEMPERATURE RANGE	-40˚F to 185˚F (-40˚C to 85˚C)
DIMENSIONS	22.5"W x 15.5"H x 4.75"D



FRONT



BACK

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BATTERY 22Ah
Sealed Lead-Acid

SPECIFICATIONS

VOLTAGE	12V
CAPACITY AT C/100	22Ah
TERMINAL	T4
CONSTRUCTION	Absorbant Glass Mat (AGM) technology, valve regulated and spill proof. Approved for transport by air - DOT, IATA., FAA and CAB certified.
WEIGHT	13.01 pounds
DIMENSIONS	7.13"L x 3.01"H x 6.60"L
OPERATING TEMPERATURE RANGE	-40°F to 176°F (-40°C to 80°C)

(800) 236-0112 TAPCOnet.com

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Safe travels.

RECTANGULAR RAPID FLASHING BEACON: RRFB-XL2™

SPECIFICATIONS

POWER	Low voltage, current controlled from TAPCO controller
DIMMING	Variable based on photocell sensor input or 6V solar panel
LIGHT BAR HOUSING	Black powder-coated aluminum
VEHICLE LED MODULES	7"W x 3"H; 2 arrays of 8 amber LEDs spaced 7" apart, SAE J595 Class 1 Certified
PEDESTRIAN LED MODULES	0.5"W x 1.75"H side-viewable, flash simultaneously with vehicle LED (optional, one or both sides)
LED COLOR	Amber
FLASH PATTERNS	Interim Approval 21 compliant Wig-Wag plus Simultaneous (WW + S)
VISIBILITY	Daytime: more than 1,000 feet Nighttime: more than 1 mile
UNIVERSAL MOUNTING BRACKET	Articulates up to 30˚ Mounts to most common size metal or wood posts
MOUNTING HARDWARE	Banding to round pole, U-bolt to round pole, bolt to square pole
LIFE EXPECTANCY	100,000 hours
OPERATING TEMPERATURE RANGE	-40˚F to 122˚F (-40˚C to 50˚C)
LIGHT BAR DIMENSIONS	22"W x 4"H x 1.5"D

FRONT

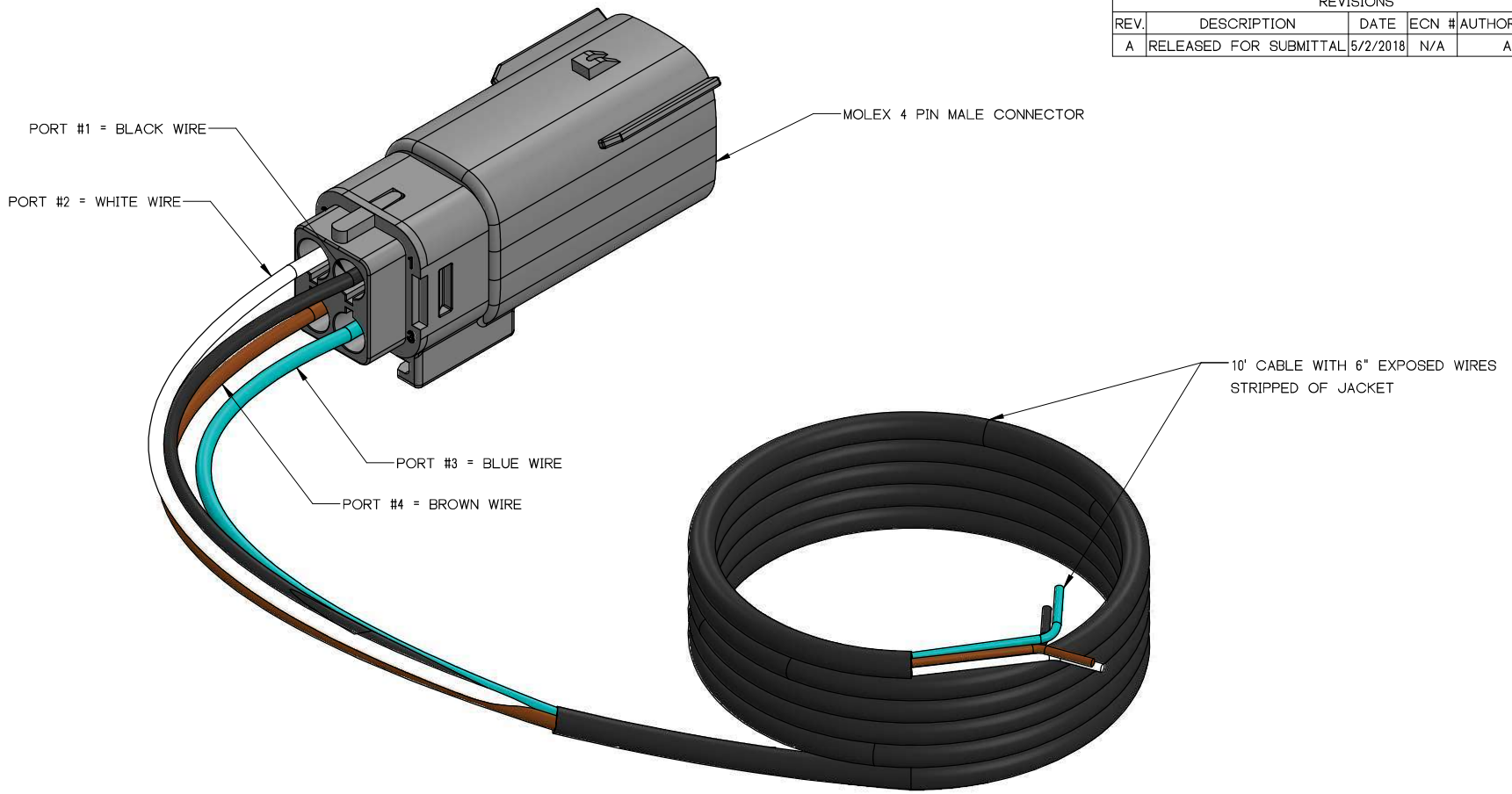
BACK

SIDE

TOP

(800) 236-0112 TAPCOnet.com

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	RELEASED FOR SUBMITTAL	5/2/2018	N/A	A.K./J.P.



TAPCO®
TRAFFIC & PARKING CONTROL CO., INC.

S:\ENGINEERING\SPECIFICATIONS\136760\

MATERIAL	MATERIAL <NOT SPECIFIED>	INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
FINISH		REFERENCE: Q1802295

TOLERANCE UNLESS OTHERWISE SPECIFIED

HOLE Ø	±.003
DEC.	INCH
X	±0.030
XX	±0.015
XXX	±0.005
ANGULAR	±0.5°

TITLE: WIRE HARNESS, RRFB, 10' OF 4C W/MOLEX CONNECTOR

DESIGNED BY:			SIZE	DWG. NO.	REV	WEIGHT:
DRAWN BY:	A. KAVANAUGH	5/1/2018	B	136760	A	
CHECKED BY:	J. PATTERSON	5/2/2018				SCALE: 2:1

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SHEET 1 OF 1

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Polara iNX Push button

SPECIFICATIONS

POWER	10 to 24VDC
PUSH BUTTON	ADA compliant. Field adjustable directional arrow is standard; bidirectional and blank buttons available. Optional adjustable locator tone
ACTIVATION CONFIRMATION	Yellow LEDs and voice confirmation activated when push button is pressed; custom message available
PUSH BUTTON HOUSING	Yellow powder coat finish is standard; black and green available
SPEAKER	Field replaceable, weather resistant, 10-watt audio amplifier Maximum volume: 100 dB at 1 meter
INSTRUCTIONAL SIGN	9" x 12" is standard; larger signs available; braille available. Retroreflective sheeting with tamper-resistant mounting screws
OPERATING FORCE	Three adjustable settings: .5 to 3.5 pounds
IDLE CURRENT DRAW	~9mA @ 12 VDC
PEAK CURRENT DRAW	~500mA (@15VDC) with voice message at maximum
ENCLOSURE	NEMA 250 Type 4X Powdercoated cast aluminum cover and backplate
CONNECTIVITY	Bluetooth 5.0 Polara Field Service app for customization
WIRING	6 conductor
OPERATING TEMPERATURE RANGE	-30°F to 165°F (-34°C to 74°C)
DIMENSIONS	9"W x 18.2"L x 2.6"H

1026-01039 10/14/2020

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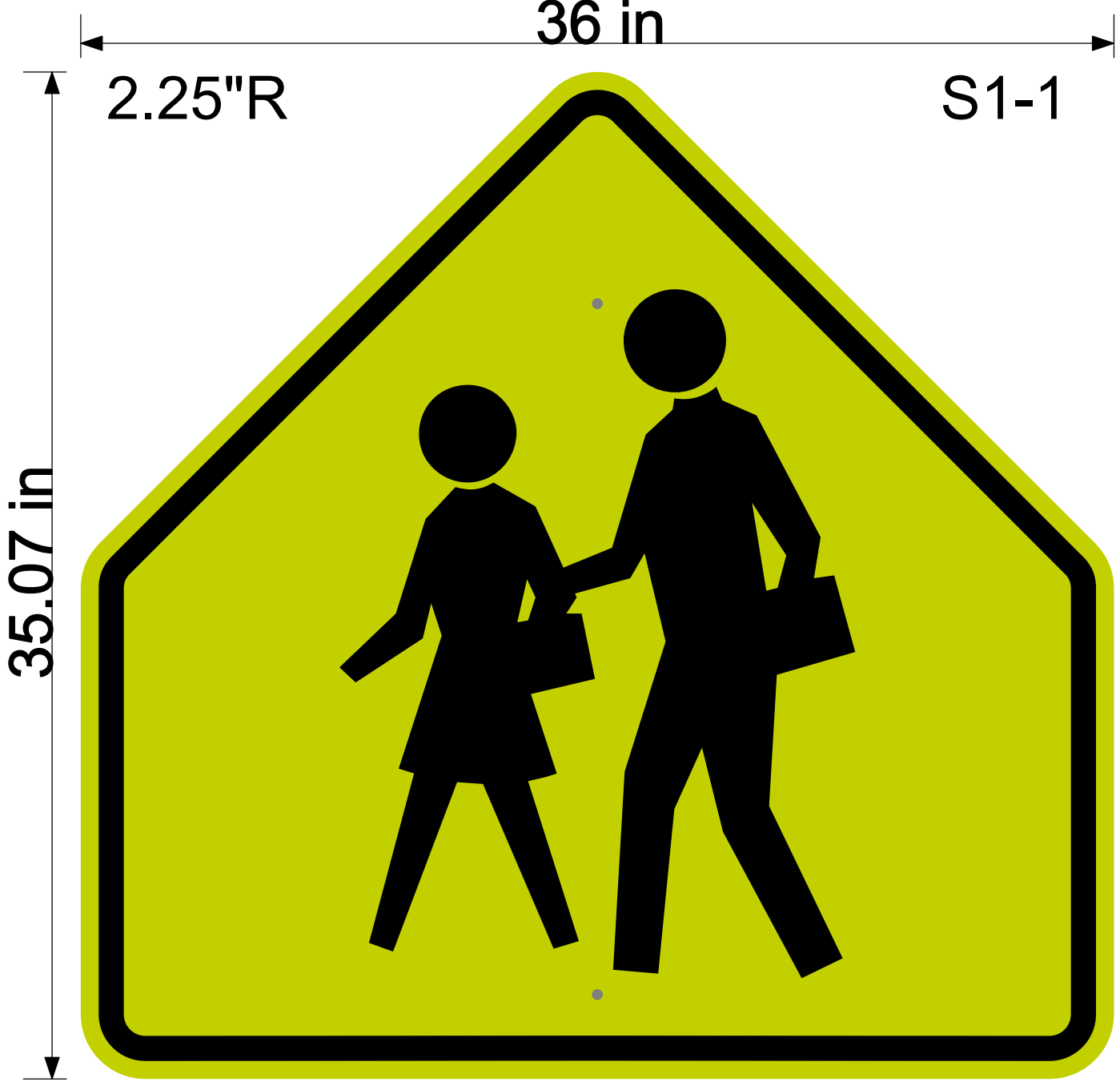
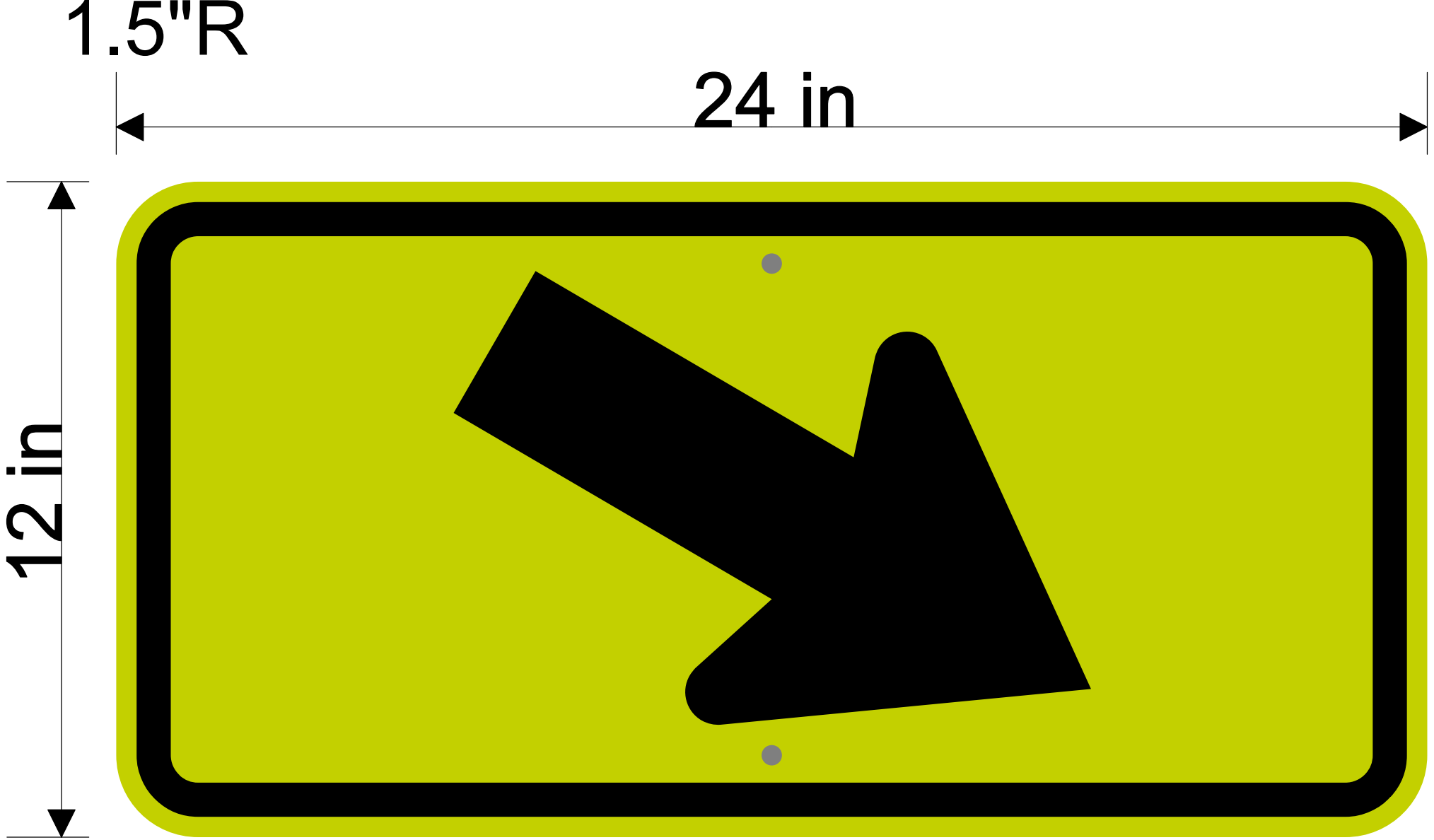


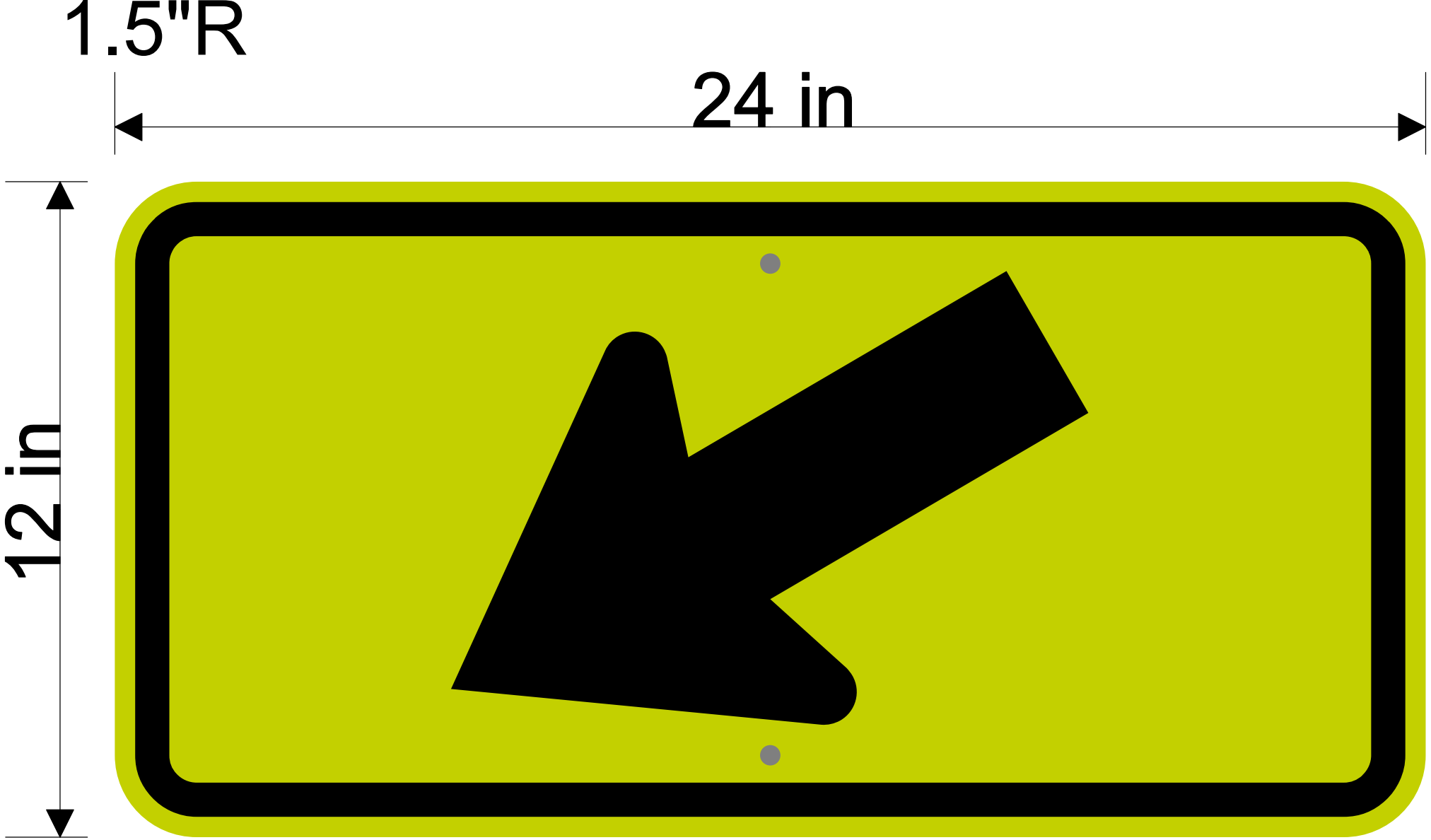
36" Pentagon .080 gauge, 2.25" Rad
w/(2) 3/8" holes 3" in from bottom & 24" apart on center
Sheeting: DG3 Fluor. Yellow-green

075



24"x12" .080 gauge, 1.5" Rad
w/(2) 3/8" holes 1.5" in
Sheeting: DG3 Fluor. Yellow-green

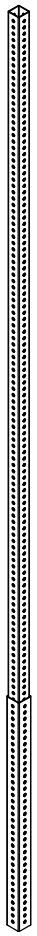
076



24"x12" .080 gauge, 1.5" Rad
w/(2) 3/8" holes 1.5" in
Sheeting: DG3 Fluor. Yellow-green

077

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED



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MATERIAL	
FINISH	

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009

REFERENCE:

STORAGE SIZE:

TOLERANCE UNLESS OTHERWISE SPECIFIED	
HOLE ∅	±.003
DEC.	INCH
X	±0.030
XX	±0.015
XXX	±0.005
ANGULAR	±0.5 °

TITLE:
POLE PACKAGE, 12', 2" SQUARE, 12 GAUGE, RAW

DESIGNED BY:		
DRAWN BY:		3/27/2020
CHECKED BY:		

SIZE: B
DWG. NO.: 114401K
REV: A
WEIGHT:
SCALE: 1:32
SHEET 1 OF 1

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J.PEACE BUILDERS INC

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

RFP
105 N Leland Norton Way,
San Bernardino, CA 92408.

Att: Jeff Barrow

1. Contractor shall install rapid-flashing beacon systems at four existing pedestrian crosswalks, per system specifications provided or a similar comparable system. If a new system is proposed, the contractor shall include specifications for the new system as part of their proposal.

2. Contractor shall supply and install all of the following at each crosswalk: detection devices, controllers, communication devices, warning devices, power sources, cabinets, mounting equipment, static signs, and all other equipment necessary for a turnkey project.

(Total $75,000)

Respectfully,

LEONIDA BUILDERS INC.

PROPOSAL

32023 Crown Valley Road
Acton, CA 93510
TEL: (909)275-3354 FAX: (951)566-4022
LICENSE NO. 896772
Classifications: A, B, & C-8
Licensed & Insured
DIR No. 1001081351

JOB

C/O Issa Massou Imassou@sbdairport.com
San Bernardino International Airport Authority
1601 East Third Street , Suite 100
San Bernardino, CA 92408

PROPOSAL NUMBER P-2630
PROPOSAL DATE August 1, 2024

ITEM	DESCRIPTION	AMOUNT
	PROJECT NAME: Terminal Crosswalk Project. This project is located at 105 N. Leland Norton Way, San Bernardino, CA 92408. This project includes creating a terminal Crosswalk that requieres a push button to activate.	
1	Terminal Crosswalk that requires a push button. All details are to be included once the documentation is provided.	LS
	Work Hours : Monday through Friday (7:00 am - 3:30 pm) **<u>This project is a Prevailing wages Job.</u>**	

PROPOSAL IS LIMITED TO THE SCOPE OF WORK LISTED ABOVE. PROPOSAL IS ONLY VALID FOR 30 DAYS FROM THE ABOVE CAPTIONED PROPOSAL DATE. IF PROPOSAL IS ACCEPTED, SEPARATE CONTRACT WILL FOLLOW.		
Exclusions: The proposal does not include any plans or permits, Bonds, Badging, lead/asbestos Abatement, Builder's risk, deputy inspections, etc...	**TOTAL**	**$98,000.00**
NOTES: Point of connection to power no more than 5 feet away.		

DIRECT ALL INQUIRIES TO:
PANIKOS LEONIDA
LEONIDA BUILDERS INC.
(951)532-7717
panikos@leonidabuilders.com

Accepted by San Bernardino Airport Authority: _____

Date of Acceptance: _____

Bidder representative: Panagiotis Leonida - President, Secretary and Treasurer

Signature _____

THANK YOU FOR YOUR BUSINESS!

JERGENSEN CONSTRUCTION INC.

GENERAL ENGINEERING & GENERAL CONTRACTING

LICENSE A , B , C8 # 536592

PROPOSAL	DATE 8/12/2024

OWNER	PROJECT
INLANDVALLEY REDEVELOPMENT AGENCY	TERMINAL CROSSWALKS

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING :

INSTALL 2 POST AT 4 LOCATON (TOTAL 8 POSTS)

		$125,224.66

ALL WORK TO BE DONE IN STRICT ACCORDACE WITH UBC,DSA AND LOCAL CODES,
ALL MATERIAL IS TO BE PER PLANS AND SPECIFICATION UNLESS EXCLUDED ABOVE
ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES
ANY ALTERATION OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST
WILL BE EXECUTED ONLY UPON WRITTEN ORDERS,AND WILL BECOME A CHANGE OVER AND
ABOVE THE ESTIMATE,OWNER TO CARRY FIRE,THEFTAND COURSE OF CONSTRUCTION INSURANCE
OUR WORKERS ARE COVER BY WORKMANS COMPENSATION INSURANCE. GENERAL LIBILITY
INSURANCE OF 100000.ADDITIONAL INSURED ENDORSMENT IS AN ADDITIONAL FEE

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES ,SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEARBY ACCEPTED.YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED

DATE _____ **SIGNATURE**

JERGENSENS CONSTRUCTION 9320 DAISY RD OAKHILLS CA 92345
760-947-4545 FAX 760-947-4550 MOBILE 760-792-0955

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 8** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: APPROVE MEETING MINUTES: JULY 24, 2024

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, July 24, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held July 24, 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. July 24, 2024 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, JULY 24, 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
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 (Arrived 5:15 p.m.)
Councilmember Theodore Sanchez	Present
Mayor Pro Tem Fred Shorett (alt)	Present (In audience)
City of Highland	
Mayor Penny Lilburn, Secretary	Present
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 (via Zoom)
Catherine Pritchett, Director of Administration	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP
Mark Cousineau, Director of Finance	Mark Gibbs, Director of Aviation
Jeff Barrow, Director of Development	Jillian Ubaldo, Assistant Secretary of the Commission
Robert Curtis, Airport Security Officer	

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, July 24, 2024.

A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Mayor Penny Lilburn 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. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, read the closed session items as posted on the Agenda.

a. 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: Hinojosa v. San Bernardino International Airport, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2025068

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. Conference with Legal Counsel pursuant to Gov. Code 54956.9(d)(2) – significant exposure to litigation: one case

D. REPORT ON CLOSED SESSION

President Frank Navarro reconvened the meeting at 5:13 p.m. President Navarro asked Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP, if there were any reportable items. Mr. Lewin 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. Update on Accounting Software

2a. Mr. Michael Burrows, Chief Executive Officer, introduced Mr. Mark Cousineau, Director of Finance.

2b. Mr. Mark Cousineau, Director of Finance, shared an update on the implementation of the new accounting software, Sage Intacct. The team has successfully completed the initial setup and integration phases, which included migrating data from the old system and configuring the new software to meet the organization's specific needs.

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 June 2024
4. Receive and file Treasurer's Report for May 31, 2024, for the San Bernardino International Airport Authority (SBIAA)
5. Approve the filing of a Notice of Completion with Landmark Paving, Inc. for the IRP 2 Landfill Surface Repair Project and authorize the release of retained funds
6. Approve Meeting Minutes: June 26, 2024

ACTION: Approve Agenda Item Nos. 3–6

RESULT:	**ADOPTED [UNANIMOUSLY]**
MOTION/SECOND:	Rowe / Lilburn
AYES:	Lilburn, Navarro, Rigsby, Rowe, Sanchez, and Tran
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. Conduct Elections of President, Vice-President, and Secretary for the San Bernardino International Airport Authority (SBIAA) for the term commencing July 24, 2024 through June 30, 2025

Ms. Jillian Ubaldo, Assistant Secretary of the Commission, called for nominations for the office of President, Vice-President, and Secretary.

President Navarro called for nominations for the office of Secretary. Supervisor Rowe nominated Councilmember Rhodes Rigsby. Mayor Lilburn seconded the nomination. There being no further nominations forthcoming, President Navarro called for a vote by the Commission.

ACTION: Elect Councilmember Rhodes Rigsby to the office of Secretary for the term commencing July 24, 2024 through June 30, 2025.

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

President Navarro called for nominations for the office of Vice-President. Councilmember Rigsby nominated Mayor Penny Lilburn. Supervisor Rowe seconded the nomination. There being no further nominations forthcoming, President Navarro called for a vote by the Commission.

ACTION: Elect Mayor Penny Lilburn to the office of Vice-President for the term commencing July 24, 2024 through June 30, 2025.

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

President Navarro called for nominations for the office of President. Councilmember Rigsby nominated Mayor Navarro. Mayor Lilburn seconded the nomination. There being no further nominations forthcoming, President Navarro called for a vote by the Commission

ACTION: Elect Mayor Frank Navarro to the office of President for the term commencing July 24, 2024 through June 30, 2025.

RESULT: **ADOPTED [UNANIMOUSLY]**

MOTION/SECOND:	Rigsby / Lilburn
AYES:	Lilburn, Navarro, Rigsby, Rowe, Sanchez, and Tran
NAYS:	None
ABSTENTIONS:	None
ABSENT:	None

8. Consider and discuss a potential change of the regularly scheduled Commission meeting time

Mr. Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin & Tooke, LLP gave a brief overview of the request to change the meeting time of the regular meetings of the SBIAA Commission.

During the meeting, Commission members deliberated on the possibility of changing the start time for the regularly scheduled commission meetings. The discussion centered on finding a time that accommodates the schedules of all members and maximizes attendance and participation.

Several potential time slots were proposed, and members debated the pros and cons of each. Key considerations included the availability of members, potential conflicts with other commitments, and the impact on public participation.

The Commission proposed that the item be added to the agenda as a Resolution at the next regular meeting. Members agreed that this would allow for a thorough discussion and a formal vote to be conducted.

9. Approve the purchase contract with Fairview Ford for two (2) new Security Police Interceptors in an amount not to exceed $106,588.16

Mr. Robert Curtis, Airport Security Officer, provided a brief overview on Agenda Item No. 9.

ACTION: Approve the purchase contract with Fairview Ford for two (2) new Security Police Interceptor vehicles for $106,588.16; and authorize the Chief Executive officer to execute all related documents.

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

10. Review and adopt the State of California Mandated Workplace Violence Prevention Plan.

Ms. Catherine Pritchett, Director of Administration, delivered a PowerPoint presentation (pages 045-093 of the Agenda Packet) on the Workplace Violence Prevention Plan.

ACTION: Review and adopt the State of California Mandated Workplace Violence Prevention Plan.

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

ABSENT: None

11. Consider and discuss a report on Annual Business Plan progress.

Ms. Jillian Ubaldo, Assistant Secretary of the Commission, presented an ESRI ArcGIS Story Map of the Authority's 2023 Business Plan Update: available at https://arcg.is/0OGTD5.

Mayor Navarro extended his gratitude to Mr. Michael Burrows and staff, acknowledging their support and the accomplishments achieved in 2023. He expressed optimism and enthusiasm for 2024, anticipating continued success and further achievements.

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

ACTION: Consider and discuss a report on annual business plan progress

12. Consider and discuss the SBD Good Neighbor Program Second Quarter Report

Ms. Rosemary Barnes, Aviatrix Communications, LLC, provided a presentation of the SBD Good Neighbor Program quarterly report (as contained on pages 069-094 of the agenda packet).

Mayor Lilburn expressed concerns regarding the recent increase in drone activity within the community.

Mr. Burrows clarified that the drones being operated by private individuals in the community are used for either commercial or personal purposes. He emphazised that this increase in drone activity is not associated with the operations of the UAS Center.

Mr. Mark Gibbs, Director of Aviation, provided a detailed overview of the monitoring and regulations concerning drones operating within restricted airspace.

This item was for discussion purposes only, no action was taken.

13. 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 "July 2024 – Airport Focal Areas" (as contained on pages 097-099 in the agenda packet) and provided a brief report on Agenda Item No. 13.

Mr. Burrows, informed the commission members and the community about the ongoing airport enhancements, highlighting the progress and improvements made. He took the opportunity to express gratitude to Mr. Gibbs, Director of Aviation, and Mr. Jeff Barrow, Director of Development, and the maintenance team for the continuous improvements and ensuring that the airport remains functional and up to date.

Mr. Burrows expressed his appreciation to Amber, Jillian, and Melissa for their successful use of the ESRI ArcGIS StoryMaps software. He highlighted that this was their first experience with the software, and he commended them for their effective utilization of the software.

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

Mayor Lilburn invited all staff, commissioners, and members of the community to the City of Highland's State of the City, being held on August 29th, 2024, and thanked Sterling Natural Resource Center for hosting the event.

M. ADJOURNMENT

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:53 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, August 28, 2024.

_____

Jillian Ubaldo
Assistant Secretary of the Commission

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 9** **PRESENTER: Scott Huber, Legal Counsel**

SUBJECT: **CONSIDER AND ADOPT RESOLUTION NO. 2024-03 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE SBIAA COMMISSION AND AMENDING RESOLUTION NO. 2023-04**

SUMMARY

In order to more efficiently fulfill the responsibilities of the SBIAA Commission, it is appropriate to consider adoption of Resolution No. 2024-03, changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2023-04.

RECOMMENDED ACTION(S)

Consider and adopt Resolution No. 2024-03 of the San Bernardino International Airport Authority (SBIAA) changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2023-04.

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

On May 13, 1992, the San Bernardino International Airport Authority (SBIAA) Commission adopted Resolution No 1-92, fixing the date, hour, and place of the regular meetings. On April 7, 1993, the SBIAA Commission adopted Resolution No. 93-2, amending Resolution No. 1-92. On May 11, 1994, the SBIAA Commission adopted Resolution No. 94-4 fixing the date, time, and place of the regular meetings of the SBIAA Commission.

On December 12, 2012, the San Bernardino International Airport Authority (SBIAA) Commission adopted Resolution No. 2012-11, changing the location of the regular meetings of the SBIAA Commission and amending Resolution Nos. 94-4, 2012-02, 2012-04, and 2012-08.

On July 28, 2023, the SBIAA Commission adopted Resolution No. 2023-04, changing the regularly scheduled Commission meeting time to 5:00 p.m. As per direction from the Commission on July 24, 2024, this item was placed on the agenda for further consideration.

Pursuant to the provisions of the Joint Powers Agreement of the SBIAA, a resolution of the governing body must be adopted fixing the date, time, and place of the regular meetings of the Commission. Provided herewith for your consideration is Resolution No. 2024-03, the adoption of which would change the time of the regular meetings of the SBIAA Commission as directed by the Commission.

DATE: Fourth (4th) Wednesday of each month

TIME: _____

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

Attachments:
1. Draft Resolution No. 2024-03

RESOLUTION NO. 2024-03

RESOLUTION OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) CHANGING THE TIME OF THE REGULAR MEETINGS OF THE SBIAA COMMISSION AND AMENDING RESOLUTION NO. 2023-04

WHEREAS, the San Bernardino International Airport Authority (the "SBIAA") is a joint powers authority created pursuant to Government Code Sections 6500, et seq., established in 1992 pursuant to certain Joint Exercise of Powers Agreement creating an Agency To Be Known As The San Bernardino International Airport Authority, dated as May 20, 1992, by and among the County of San Bernardino, the City of Colton, the City of Highland, the City of Loma Linda, and the City of San Bernardino; and

WHEREAS, Section 2.C. (1) of the Agreement requires the SBIAA Commission, as the governing body of the SBIAA, to fix the date, time and place of the holding of the regular meetings of the Commission by resolution; and

WHEREAS, on May 13, 1992, the governing body of the SBIAA Commission adopted Resolution No. 1-92 fixing the date of the regular meetings as the 1st and 3rd Wednesday of each month, the time as 3:00 p.m., and the place as 825 E. Third Street, San Bernardino, California; and

WHEREAS, on April 7, 1993, the governing body of the SBIAA Commission adopted Resolution No. 93-2, the adoption of which amended Resolution No. 1-92, fixing the date of the regular meetings as the 1st and 3rd Wednesday of each month, the time as 3:00 p.m., and the place as 201 North "E" Street, 3rd Floor , San Bernardino, California; and

WHEREAS, on May 11, 1994, the governing board of the SBIAA Commission adopted Resolution No. 94-4, the adoption of which amended Resolution No. 93-2, fixing the date of the regular meetings as the 2nd and 4th Wednesday of each month, the time as 3:00 p.m., and the place as Loma Linda City Hall, Council Chambers, 25541 Barton Road, Loma Linda, California; and

WHEREAS, on December 12, 2012, the SBIAA Commission adopted Resolution No. 2012-11, changing the location of the regular meetings of the SBIAA Commission, and amending Resolution No. 94-4, 2012-02, 2012-04, and 2012-08;

WHEREAS, on July 28, 2023, the governing board of the SBIAA Commission adopted Resolution No. 2023-04, the adoption of which amended Resolution No. 2012-11, changing the time of the regular meetings of the SBIAA Commission to 5:00 p.m.; and

WHEREAS, the SBIAA Commission deems it reasonable and appropriate to amend Resolution No. 2023-04, changing the time of the regular meetings of the SBIAA Commission to X:XX p.m.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THIS BOARD AS THE GOVERNING BODY OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, AS FOLLOWS:

SECTION 1. The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The governing Commission of the SBIAA hereby fixes and designates the date, time, and location of the regular meetings of the SBIAA Commission as follows:

DATE: Fourth (4th) Wednesday of each month.

TIME: X:XX p.m.

LOCATION: Norton Regional Event Center
1601 E. Third Street
San Bernardino, CA 92408

SECTION 3. The Assistant Secretary of the Commission is hereby directed to send a copy of the adopted, fully executed Resolution No. 2024-03 to each Commission Member.

SECTION 4. Resolution No. 2023-04 is hereby amended as set forth above. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 28th day of August 2024.

_____

Frank J. Navarro, President
San Bernardino International Airport Authority

(SEAL)

Attest:

_____

Jillian Ubaldo, Assistant Secretary of the Commission
San Bernardino International Airport Authority

I, Jillian Ubaldo, Assistant Secretary of the Commission of the San Bernardino International Airport Authority (SBIAA) do hereby certify that the foregoing Resolution No. 2024-03 was duly and regularly passed and adopted by the SBIAA governing Commission at a Regular meeting thereof, held on the 28th day of August 2024, that the foregoing is a full, true and correct copy of said Resolution and has not been amended or repealed.

(SEAL)

Attest:

_____

Jillian Ubaldo, Assistant Secretary of the Commission
San Bernardino International Airport Authority

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 10** **PRESENTER: Jonathan Galvan, Airport Manager**

SUBJECT: APPROVE CONTRACT AMENDMENT #3 TO THE MULTI-YEAR CONTRACT WITH C&A JANITORIAL, LLC IN AN AMOUNT NOT TO EXCEED $422,643 WITH A 10% CONTINGENCY FOR UNFORESEEN JANITORIAL SERVICES TO VARIOUS SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY OWNED FACILITIES

SUMMARY

The multi-year contract with C&A Janitorial, LLC approved in November 2021 is in need of a contract amendment due to an increased scope of services due to unforeseen events that require associated janitorial costs. Approval of this item would allow an increased contract spending authority to the existing multi-year contract with C&A Janitorial, LLC in the amount not to exceed $422,643 with a 10% contingency for unforeseen janitorial services at various agency facilities.

RECOMMENDED ACTION(S)

Approve contract amendment #3 to the existing multi-year contract with C&A Janitorial in the amount of $422,643 with a 10% contingency for a total not to exceed $464,907 and authorize staff to exercise the 1-year option per the existing agreement for continued janitorial services to various agency facilities; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None at this time. Funding for this contract is included in the San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in multiple departments, Account 57103 - Cleaning Services in the amount of $536,200 of which $464,907 is allocated to this service agreement.

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

On November 24, 2021, The San Bernardino International Airport Authority (SBIAA) Commission approved a three (3) year contract with two (2) one (1) year extension options for janitorial services with C&A Janitorial, LLC.

Janitorial services were included for the following buildings: Hangar 341, Hangar 674, Building 674, Building 680, Maintenance Building 730, Building 759, Control Tower, General Aviation Hangar Restrooms, Hangar 763, Cargo Building, Domestic Terminal, International Arrival Facility (IAF), Car rental facility, Luxivair – FBO, Fuel Farm, and domestic terminal parking lot. In accordance with the respective lease agreements for Hangar 763 restrooms, Hangar 674 and offices, general aviation restrooms and Building 759, the landlord is responsible for janitorial services; the cost for which are covered through the lease agreements.

Amendment #1 was effective March 1, 2022 for increased services in the passenger terminal due to increased need based on flight activity. Amendment #2 was effective August 1, 2022 to accommodate the cost for a required pet relief area in the passenger terminal.

Amendment #3 for $422,643 plus a 10% contingency, includes the second one (1)-year option to extend this contract and provides for increased frequency of janitorial services at certain SBIAA facilities. The increase in frequency of janitorial services is required to meet the more intense and frequent use of the Domestic Terminal, IAF, and Building 759.

Attachments:

1. C&A RFP Response
2. Bid Tabulation
3. Revised Totals
4. Amendments 1 and 2
5. FY 2024-25 Allocations

SAN BERNARDINO INTERNATIONAL AIRPORT

105 N. Leland Norton Way # 7
San Bernardino, CA 92408
Phone: (909) 382-2382/FAX: (909) 382-2043

REQUEST FOR PROPOSALS (RFP)
FOR A JOINT RFP
RFP 22-003: Janitorial Cleaning Services

SBIAA Buildings: 341, 674, 680, 730, 759, 794, General Aviation Hangar Restrooms, 763, Cargo Building, Domestic Terminal, IAF, Car Rental Facility, the Luxivair FBO & Fuel Farm and the Domestic Terminal Parking Lot
IVDA Building: DFAS1 & Administration Building 48

October 6, 2021

SECTION I:

INVITATION

The San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA), herein collectively referred to as "Agency" invites proposals from qualified Contractors to a joint RFP for:

"Janitorial Cleaning Services"

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals shall be signed by an authorized agent of the company submitting a proposal in order to be considered responsive. Contractor may elect to bid on one or both agencies.

Tentative RFP Schedule
(Subject to change at AGENCY's discretion)

1. Issue RFP	October 6, 2021
2. Pre-Proposal Walk Through (Mandatory)	October 13, 2021 - 10:00 AM
3. Written Questions from Contractors Due	October 19, 2021 - 2:00 PM
4. Responses from Agency Due	October 22, 2021
5. Proposals Due	**November 5, 2021 - 2:00 PM**
6. RFP Evaluation	November 9, 2021
7. Contract Award	November 24, 2021

Selected Contractor Shall be prepared to deliver services by December 1, 2021.

Table of Contents

Section I	Invitation, Tentative Schedule, Table of Contents
Section II	Introduction, RFP Instructions
Section III	Evaluation Criteria
Section IV	Scope of Work
Section V	Proposal Content and Forms
Section VI	Price Form
Section VII	Form of Agreement

SECTION II:

INTRODUCTION

General Airport Information:

The San Bernardino International Airport, is owned and operated by a Joint Powers Authority comprised of the Cities of San Bernardino, Colton, Loma Linda, Highland, and the County of San Bernardino. It is located approximately four (4) miles east of downtown San Bernardino at 1601 E. 3rd Street, Suite 100, San Bernardino, CA and consists of approximately 1,334 acres.

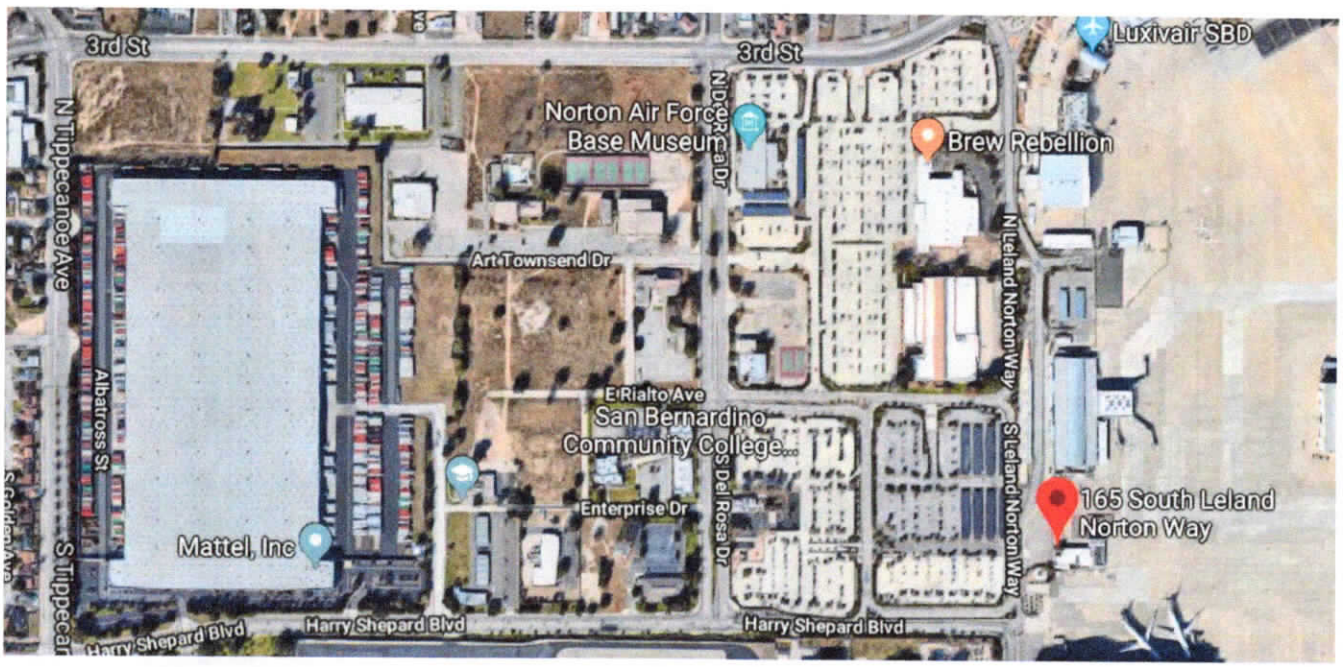
The San Bernardino International Airport is a commercial airport certificated under Federal Aviation Regulation Part 139. The Airport is currently available to serve both commercial passenger and cargo flights, and can accommodate the world's largest aircraft, on its 10,000 foot long Group VI runway. Additionally, the Airport owns and operates a non-federal Instrument Landing System and Automated Weather Observation System

RFP INSTRUCTIONS

Pre-Proposal Walk Through

A mandatory pre-proposal walk through will be held at 10:00 AM on October 13, 2021 at the San Bernardino International Airport – Fire Station, 165 South Leland Norton Way, San Bernardino, CA 92408. All prospective Contractors are required to attend the pre-proposal walk through. Please park and wait in the parking lot and an Airport Representative will meet you to show the building included in the RFP.

The purpose of the pre-proposal walk through is to review the requirements of this RFP, discuss the facility, and to respond to questions regarding the RFP process. Proposals will not be considered from contractors who do not attend the mandatory walk through. **This meeting will begin promptly at 10:00 AM, any late arrivals will not be allowed to participate in the pre- proposal walk through, and therefore shall be disqualified from the bidding process.**



A. Examination of Proposal Documents

1. By submitting a proposal, Contractors represent that they have thoroughly examined and become familiar with the services required under this RFP and that they are capable of performing such services to achieve AGENCY's objectives.

B. Addenda

Any substantive AGENCY changes to the requirements set forth herein will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. AGENCY shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

C. Clarifications

1. Examination of Documents

Should a Contractor require clarifications to this RFP, the Contractor shall notify AGENCY in writing in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth in the RFP, AGENCY may issue a written addendum clarifying the matter.

2. Submitting Requests for Information

a. With the exception of oral questions asked at any pre-proposal meetings, all Contractor questions, clarifications or comments shall be submitted in writing and shall be received by AGENCY no later than October 19, 2021, and be addressed as follows:

San Bernardino International Airport Authority/Inland Valley Development Agency
Attn: Shauntil Martinez, Purchasing Agent
1601 East Third Street, San Bernardino, CA 92408

OR

Sent via E-mail to: smartinez@sbdairport.com

b. All correspondence shall be clearly marked on the outside in the case of written questions, or in the Subject heading in the case of e-mails, or on the cover sheet in the case of facsimiles, with "RFP 22-003 Janitorial Cleaning Services - Questions".

c. The exterior envelope of all requests for clarifications, questions and comments sent by means other than e-mail or facsimile machine shall be clearly labeled, "Not an Offer." AGENCY is not responsible for failure to respond to a request that has not been labeled as such. It is the Contractor's responsibility to ensure all requests are received.

d. Inquiries received after 5:00pm on October 19, 2021 will not be accepted.

3. **AGENCY Responses**

AGENCY's responses to substantive questions will be communicated in writing by Addendum to each Meeting attendee via e-mail by October 22, 2021.

D. **Submission of Proposals**

1. **Date and Time**

All proposals shall be submitted to San Bernardino International Airport Authority, Attention: Shauntil Martinez, Purchasing, no later than **2:00 PM, November 5, 2021**. Proposals received after that date and time will be rejected by AGENCY as non-responsive and returned unopened.

2. **Address**

Proposals shall be addressed as follows:

San Bernardino International Airport Authority
Attn: Ms. Shauntil Martinez
1601 East Third Street
San Bernardino, CA 92408

Proposals may be delivered in person, by courier or US Mail to the Airport Administration Building, at the address above. It is Contractor's responsibility to ensure that Proposals are received by the AGENCY by the deadline.

3. **Identification of Proposals**

Contractor shall submit a proposal package consisting of:

a) two (2) **signed original proposals** and price forms

The proposal package shall be addressed as shown above, bearing the Contractor's name and address and clearly marked as follows:

"RFP 22-003 Janitorial Cleaning Services"

4. **Acceptance of Proposals**

a. AGENCY reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
b. AGENCY reserves the right to withdraw this RFP at any time without prior notice and AGENCY makes no representations that any contract will be awarded to any Contractor responding to this RFP.
c. AGENCY reserves the right to postpone proposal opening for its own convenience.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Contractor in:

1. preparing its proposal in response to this RFP;
2. submitting the proposal to AGENCY;
3. negotiating with AGENCY any matter related to the proposal; or
4. any other expenses incurred by the Contractor prior to date of award, if any, of the Agreement.

AGENCY shall not, in any event, be liable for any pre-contractual expenses incurred by Contractor in the preparation of its proposal. Contractor shall not include any such expenses as part of its proposal.

F. Contract Award

Issuance of this RFP and receipt of proposals does not commit AGENCY to award an Agreement. AGENCY reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Contractor(s) should negotiations with the selected Contractor(s) be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

G. Acceptance of Order

The successful Contractor(s) shall be required to execute a Services Agreement (see Section VII, Form of Agreement) in accordance with this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

H. Public Record

All submitted Proposal documents are subject to California Government Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the Proposals may be made public after the review process has been completed in recommendation for award by the Agency.

I. Documents

All submitted documents become the property of the Agency.

J. Cancellation

The Agency reserves the right to cancel any contract(s) resulting from this RFP without penalty with 30 calendar days written notice if Contractor fails to fulfill the requirements set forth in this RFP, or in the Contractor's Proposal

L. **Security Access and Background**

The selected Contractor's employee(s) assigned to perform on-site work of any kind shall, at Contractor's sole cost and expense, obtain driver training and security badges by attending the SBIAA Airport Driver's Training Course, approximately 1 to 2 hour class to obtain the required training. Class times are estimates and may be longer depending on class size. The first badge for each employee will be provided at no cost to the Contractor. Subsequent badge replacements are the responsibility of the Contractor, the cost for which is currently $40.00, and may be increased from time to time at Agency's discretion.

Upon award of Contract to the selected Contractor, any and all Employee assigned to perform on-site work under this Contract may, at Agency's discretion, be required to disclose information about any criminal conviction history and be required to undergo background checks performed through the Agency, at the Contractor's sole cost and expense, at a time and place, and in a manner, to be determined by the Agency.

A federal criminal background check might be required by SBIAA, as required by TSA (Transportation Security Administration). The cost of this process will be the responsibility of the selected contractor.

M. **Contract Term and Renewal**

The contract term will begin December 1, 2021 or earlier if agreed to by both parties, and be in effect for three (3) years, unless terminated, canceled or extended as otherwise provided herein. In the event SBIAA exercises such right, all terms, conditions, and provisions of the original contract shall remain the same. The Contractor shall agree that price stated in the original contract shall apply unless an increase or decrease is agreed upon. A minimum three-year relationship is expected, ending June 30, 2024.

SECTION III:

EVALUATION AND AWARD

AGENCY is soliciting firms and/or individuals who have established knowledge and expertise in all aspects of the services requested in this RFP. Minimum requirements are as follows:

1. Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.
2. Have sufficient staff and/or sub-Contractors available with experience in the disciplines required for this service.
3. Provide reference(s) of agencies you have contracted with, providing the same or similar services.
4. Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs.
5. Have the administrative and fiscal capability to provide and manage the proposed services.

A. EVALUATION CRITERIA

1. **Qualifications of Firm/Past Performance - 30%**
   Strength and stability of the firm; strength, stability, experience and technical competence of sub-Contractors; logic of project organization; adequacy of labor commitment and past performance.

2. **Services and Equipment - 20%**
   Available services; product delivery timeline, availability of specialized personnel, contract services, reports, payment processing, business development.

3. **Related Experience - 10%**
   Experience in providing services similar to those requested herein; experience working with public agencies; assessment by client references.

4. **Reasonableness of Cost and Price - 40%**
   Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.

B. EVALUATION PROCEDURE

All proposals received as specified will be evaluated by AGENCY staff in accordance with the above criteria. During the evaluation period, AGENCY may do any or all of the following: generate a "short list" and conduct interviews with the top contractors; conduct on-site visits and/or tours of the contractors' places of business; conduct negotiations with the most qualified contractor(s). Contractors should be aware, however, that award may be made without Contractor visits, interviews, or further discussions or negotiations.

C. AWARD

AGENCY staff will select Contractor(s) best meeting the above-specified criteria and submit a recommendation to SBIAA Commission for consideration and approval.

If AGENCY elects to proceed, final selection of Contractors for interview and notification for interviews is expected to occur on or about November 9, 2021. AGENCY anticipates making final selections and awards on or about November 24, 2021.

In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Contractor.

SECTION IV:

SCOPE OF SERVICES – JANITORIAL CLEANING SERVICES

The San Bernardino International Airport Authority (SBIAA) and the Inland Valley Development Agency (IVDA) collectively referred to as the "Agencies", are seeking proposals from qualified contractors ("Contractor") to provide Janitorial Cleaning Services to the Agencies' owned properties.

The Agencies will each enter into a separate contract with the successful bidder for Janitorial Cleaning Services. Contractors shall provide a service proposal for the following locations:

SBIAA LOCATIONS AND SERVICE DAYS:

BUILDING:	ADDRESS:	SERVICE DAYS:
Hangar 341 Restrooms	2895 East "U" Street	Week Days: Mon/Wed/Fri
Hangar 674 Common Areas/Offices	265 North Leland Norton Way	Bi-Weekly: Tues & Fri
Building 674 Unisex Restrooms	265 North Leland Norton Way	Week Days: Mon-Fri
Building 680 – Fire Station	165 South Leland Norton Way	Week Days: Mon-Fri
Maintenance Building 730	264 South Leland Norton Way	Bi-Weekly: Tues & Fri
Building 759	294 South Leland Norton Way	Week Days: Mon-Fri
Control Tower 794	275 South Leland Norton Way	Week Days: Mon-Fri
Cargo Building	215 North Leland Norton Way	Weekly: Wednesdays
Hangar 763 common areas	255 South Leland Norton Way	Week Days: Mon-Fri
General Aviation Hangar Restrooms	180 North Victoria Avenue	Bi-Weekly: Tues & Fri
Domestic Terminal – 673	105 North Leland Norton Way	Week Days: Mon-Fri
International Arrivals Facility – IAF	275 North Leland Norton Way	Week days: Tues & Thurs
Car Rental Facility	107 North Leland Norton Way	Monthly: Tues & Thurs
Luxivair – FBO	295 North Leland Norton Way	Daily: Sun-Sat
Fuel Farm	2021 Perimeter Road	Week days: Mon-Fri
Domestic Terminal Parking Lot		

IVDA LOCATIONS AND SERVICE DAYS:

BUILDING:	ADDRESS:	SERVICE DAYS:
Administration Building 48	1601 East Third Street	Week Days: Mon-Fri
DFAS 1	1111 East Mill Street	Week Days: Mon-Fri

CONTRACTOR REQUIREMENTS:

1. Contractor shall provide all labor, tools, equipment and materials to perform the work
2. Janitorial Cleaning Service days & time are as follows:
    a. Service days & time for all SBIAA Buildings - Monday through Friday, 7:00 AM to 4:30 PM
        i. International Arrivals Facility – Bathroom Porter Service is anticipated two (2) days a week. The days & times will be given to the successful bidder.
        ii. Staff assigned to clean this location will be required to successfully pass a Customs & Border Protection Security Seal Program.
        iii. Car Rental Trailer –a quarterly schedule for this location shall be determined with the selected contractor for non-airline service times.
        iv. Two (2) bathroom porters, one female & one male, for the following locations: Domestic Terminal, Car Rental Trailer, International Arrivals Facility, Luxivair FBO and Fuel Jet Farm, shall be available to provide bathroom clean-up assistance, refill supplies and other duties as necessary for arriving and departing flights. Rates shall apply for

regular and standing service. Days & times to be determined prior to the services being established.

b. Service days & times for all IVDA Buildings – Monday through Friday, 6:00 PM to 12:00 AM
c. The below listed locations have time restrictions that must be adhered to:
    i. Control Tower 794 – Monday through Friday, hours of 9:30 PM to 1:00 AM
    ii. Building 674 Offices – Monday through Friday, hours 7:00 AM to 4:00 PM
    iii. Building Customs 674 Office – The selected contractor will not be provided key access to the Customs Offices. A schedule will be created with Customs staff for access to designated areas.

3. Should any of the regularly scheduled service days fall on a nationally recognized holiday, the selected Contractor shall complete the regular service on the actual holiday.
4. The selected Contractor shall complete a log for each scheduled day of service. The log shall be located in the janitorial closet at each service location and available for review at any time during the service period.
5. Maintain daily an orderly arrangement of all janitorial supplies, paper products, and janitorial equipment in storage rooms and/or closets. Maintain & clean service sinks. No trash is to be stored overnight in janitorial closets. No wet cloths or rags are to be left in janitorial closet.
6. Contractor is required daily to secure all doors within the premises, and set the alarm each night upon completion of services. At no time is the building to be left unarmed upon leaving for the night, unless instructed by Agency Representative.
7. Keys and/or codes for each facility will be assigned to the Contractor. Contractor assumes all liability for the safety and security of the keys and codes. Contractor shall immediately notify the Agency Representative of any lost or stolen keys or codes.
8. Defective or inoperable building equipment will be brought to the attention of the Airport Representative by the contractor, for example:
    a. Leakage or problems with plumbing
    b. Defective lights or lighting
    c. Doors and/or gates not properly secured
    d. Stained or soiled carpet and/floors
    e. Other circumstances that might affect the security or maintenance of the facility
9. Care will be exercised so that baseboards, walls and furniture will not be splashed, marred, disfigured or damaged during these or any other scheduled operations.
10. Supplies shall be billed separately per month, detailed by supply type, amount and building. Itemized supply costs must be attached to bid.
11. Invoices shall clearly describe the work or services performed. **The building name, number, and address** shall appear on every invoice and/or line item on any invoice identifying the location for which charges are being invoiced, and on any and all communications to AGENCY by Contractor. The dollar amounts being billed for each building, shall be in accordance with quoted prices. Any invoices containing any errors shall be rejected and corrected before payment is made. Invoices rejected due to inaccurate descriptions and/or prices shall be re-issued in a timely manner, and aging shall be revised to reflect re-issuance due Contractor error.
12. Invoices shall be paid net 30 days after receipt of Invoice, only after all services have been rendered. If monthly charges are invoiced prior to the end of that particular billing period, those invoices shall be paid net 30 days after end of billing period or receipt of invoice, whichever is later.
13. Any emergency cleaning shall be billed separately by contractor.
14. SBIAA will have the discretion to exclude any project item listed herein for the final project. Final project items will be listed on Purchase Order.
15. In the event of conflict of terms and conditions among documents occurs, the following order of precedence shall apply: 1. This RFP 2. Purchase Order 3. Addendum to

Purchase Order 4. Contractor's Proposal 5. Contractor's Agreement.

16. Selected Contractor will be required to quarterly notify and present the Purchasing Supervisor a cleaning schedule so a spot check of provided services can be completed.
17. **Price Escalation:** After the first contract period (and at the beginning of any ensuing contract period), there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Minimum Wage Rate or the applicable Department of Labor Wage rate. There shall be no more than one of these adjustments within any 12-month period during the contract. Contractor will provide notification of any increases and adjustments to the Agency Representative within 30 days and attach proof of imposed governmental wages.

SUPPLIES:

1. The selected contractor shall provide 2-ply toilet paper, multi-fold towels, toilet seat covers, furniture polish, hand soap, multi-purpose cleaner, air fresheners, batteries, trash can liners, trash bags, deodorant refills, urinal mats, soap dispensers, toilet seat cover dispenser and toilet paper dispensers. Other supplies may be added as the need arises.
2. The Agency reserves the right to exclude all janitorial supplies from this service agreement with in thirty (30) days notice to the contractor.
    - Should the Agency exclude janitorial supplies from the service agreement, the following shall take effect:
        - The Contractor will be required to the sign out for Agency supply items.
        - Usage of Agency supply items will be closely monitored by the Purchasing Department, any unauthorized usage if Agency supply items by the Contractor will be grounds for immediate termination of the contract.

ADDITIONAL SERVICE REQUIREMENTS:

1. In the event of an emergency or on-call services, the contractor shall respond to the agencies initial phone call or email request within 30 minutes and shall be on-site with a one (1) hour timeframe to provide necessary services.
2. Vendor shall be available to respond outside of normal business hours within 24-hour notification. These periods are defined as follows:
    - After-hours rate shall be defined as the Monday through Friday hours between 4:30 P.M. and 7 A.M.
    - Weekends rate shall be defined as beginning of Friday at 6 P.M. through Monday at 8 A.M.
    - Additional labor cost – normal hours: Hourly rate charged for any additional worker required to perform services necessary in addition to the crew defined above must be approved by SBIAA.
    - Additional labor cost – after-hours: Hourly rate charged for any additional worker required to perform services outside of normal hours as listed above.
3. One crew shall be defined as two (2) workers and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental cost invoiced to perform all services necessary and outside of scheduled preventative Janitorial Cleaning Services during normal business hours.

PERSONNEL REQUIREMENTS:

Contractor will use adequate numbers of qualified individuals with suitable training, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work. SBIAA reserves the right to disapprove Contractor's personnel for any reason. Upon receipt of such Notice, Contractor will immediately assign

replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Agency.

Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Agency, SBIAA may terminate this Contract for cause.

No minor under 18 years of age shall work in any Agency facility without the express written approval of SBIAA.

Contractor shall have all employees working in the Facilities fingerprinted within 10 (ten) days from the start of the Contract. Each employee will also have to pass a complete and pass background check, per TSA requirements, for working the Domestic Terminal. And any employee working the in the International Arrivals Facility will need to complete and pass a background check and a Customs and Border Protection Security Seal Clearance. The Agency must receive verification of clearance for any employee with access and entry into the Facilities PRIOR to the start of work.

Notwithstanding the foregoing, SBIAA shall have the right at any time to refuse access to SBIAA premises or systems to any employee, subcontractor or agent of Contractor where SBIAA determines, in its sole discretion that such person or entity poses a risk to SBIAA, or any person, system, or asset associated with SBIAA.

All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt (examples include: polo or button-down) and full-length pants, and be mutually agreed to by the Contractor and Agency. Uniforms will at all times be clean and neat in appearance. Closed-toe shoes shall be worn for proper safety during tasks being performed. Contractor employees shall wear Agency issued identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on Agency property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by Agency or security personnel. Any employee that does not comply with this requirement shall be required to leave Agency facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in Agency facilities. Contractor shall be responsible for all uniform costs related to performing the work. Contractor must also have a visible affixed company decal with the Janitorial company name applied to all vehicles used during Janitorial Cleaning Service or when carrying company equipment. This includes vehicles being driven on the Airport Airfield and off-site properties receiving service. Contractor employee vehicles can be used as long as they have proper janitorial company identification. Any vehicle used without this identification will not be able to drive on the Airport Airfield and when on other Airport property they must be parked in public parking lot areas.

The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties. The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the Agency and at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects. The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the Agency in writing.

SBIAA shall furnish Contractor all necessary keys for locations herein. Contractor shall maintain a file of key assignment cards for each employee, subject to inspection by SBIAA. Keys shall be

numbered and assigned by number. During working hours, keys shall be in the possession of an employee of the Contractor and shall not be left in a door or left out in plain sight. Keys shall not be duplicated without prior written consent of SBIAA. Contractor shall pay all costs incurred by SBIAA due to the negligent handling of keys by Contractor's employees, including but not limited to key replacement costs, for misplaced keys.

Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. All areas shall be double-checked at the end of each shift to verify the areas are secured.

PROJECT COORDINATORS:

The contractor shall provide a Project Coordinator for the duration of the term of this agreement.

The contractor's Project Coordinator shall provide an email address and have a cellular telephone, which the number shall be provided to Purchasing Supervisor and Agency Representative. The Project Manager shall establish a routine for communications with SBIAA to provide a prompt and timely response to any concerns or problems that may arise.

PERFORMANCE STANDARDS BY TASK

Bonnet Cleaning
Contractor shall remove carpet stains, completely vacuum, shampoo using bonnet method and completely re-vacuum all carpet in the specified areas. Contractor shall shampoo areas, such as corners, which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance.

Contractor shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile. Contractor shall use a pile brush to raise the carpet pile before and after shampooing, if necessary, to remove embedded soil and grit and raise the carpet pile to allow sufficient penetration or to provide for adequate drying of the carpet.

Dry Carpet Cleaner Method
Contractor shall remove carpet stains and completely vacuum carpet prior to using dry carpet cleaning method. Dry Carpet Cleaner granules shall then be evenly distributed over the carpet surface, and agitated, using the carpet-cleaning machine. Carpet fibers shall be agitated both in the direction of the pile and at an angle of 90 degrees from the direction of the pile. Following agitation, all carpet in the specified area shall be re-vacuumed to remove as much of the dry carpet cleaning granules as possible, following a pattern, which will give the carpet pile a uniform appearance. Contractor shall vacuum the carpet sufficiently prior to dry carpet cleaning application to remove dry, loose soil from the carpet pile. Contractor shall use a pile brush to raise the pile of carpet before and after dry carpet cleaning application in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration of the dry carpet cleaning granules.

Carpet Cleaning, Extraction Method
Contractor shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area. Contractor shall shampoo areas such as corners, which are inaccessible to the equipment with manual scrubbing devices. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance. Contractor

shall vacuum the carpet sufficiently prior to shampooing to remove dry, loose soil from the carpet pile.

Contractor shall use pile brush to raise the pile of carpet before and after shampooing if necessary in order to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration of to provide for adequate drying of the carpet.

Collect Litter
Contractor shall remove unsightly soil and litter. If the litter cannot be removed by hand, Contractor shall use a carpet vacuum on carpeted floors or broom or dust mop and damp mop on non-carpeted floors.

Disinfect Drinking Fountains
Contractor shall use spray bottles of germicidal disinfectant solutions, clean cloths, scrub pads and crème cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets; then, disinfect all porcelain and polished metal surfaces including the orifices and drains. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale and other removable soil.

Clean and Disinfect Fixtures
Contractor shall use spray bottles or pump-up sprayers, to apply germicidal disinfectant solution to all surfaces of washbasins, toilets, urinals, showers and adjacent surfaces. Contractor shall use clean cloths (except inside toilet bowls and urinals where Contractor shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. Contractor shall use cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal disinfectant solution. Contractor shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixtures.

Refill Floor Drains
Contractor shall use a floor drain brush to clean floor drains. Contractor shall use abrasive cleanser and scrub pads to remove corrosion and tarnish. Contractor shall pour a solution of germicidal disinfectant down the floor drain to fill the drain trap and prevent the escape of sewer gas. This will be accomplished each time the floor is mopped.

Clean Entrance Mats
Contractor shall use an upright carpet vacuum, or a wet/dry tank vacuum, or a pile lifter, and a carpet stain removal kit to remove soil, moisture, stains, etc., from entrance matting.

Damp Mop Hard Surface Floors
Contractor shall use detergent solution and mops to remove soil from non-carpet floors and baseboards, which cannot be removed by sweeping, dust mopping or vacuuming. Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall sweep other floor surfaces prior to damp mopping. Contractor shall damp mop all areas of the floor. After the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms, Contractor shall us germicidal disinfectant solution instead of detergent solution.

De-scale Toilets and Urinals
Contractor shall use acid-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc., from the insides of the toilet bowls and urinals.

Disinfect All Surfaces

Contractor shall use damp cloths, squeegees and germicidal disinfectant solution from a spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces or furniture, fixtures, walls, partitions, doors, etc.

Dust Building Surfaces

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of ledges, heater convectors, window sills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., below 9 feet from the floor surface. Contractor shall dust up to a height of 20 feet from the floor surfaces at the interior and exterior of entry areas and canopies. Contractor shall accomplish dusting by the removal of soil from the area— not by moving it from one surface to another.

Dust Furniture Surfaces

Contractor shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc., from the surfaces of chairs, telephones, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers, typewriters, calculators, computers, staplers and other similar desk items are not to be disturbed. Contractor shall accomplish dusting by the removal of soil from the area—not by moving it from one surface to another.

Dust Mop or Sweep

Contractor shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, natural wood, natural stone, ceramic tile, terrazzo and other smooth finished floor surfaces, Contractor shall use treated dust mops. On rough, unsealed concrete or other floors where dust mopping is not effective, Contractor shall use brooms. Prior to dust mopping the floor surface, Contractor shall use putty knives to remove gum, tar and other substances from the floor. Contractor shall us a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corners and abutments, shall be free of dust, litter and debris that can be removed by dust mopping or vacuuming or with a putty knife. Contractor shall vacuum other areas such as corners and hard-to-reach areas. Contractor shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats.

Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil. Contractor shall clean exterior entrance mats by hosing with water and/or vacuuming.

Empty Trash Receptacles

Contractor shall empty and return to their appropriate location all wastebaskets, cigarette ash receptacles and other trash containers according to the Janitorial Scope of Services and Frequencies for each area and building. Contractor shall remove all litter, cans, papers, containers and other items marked "TRASH".

Contractor shall remove all collected trash to area(s) on the site or within the building as designated by the Agency Representative in such a manner as to prevent the adjacent area from becoming littered by such trash.

Contractor shall replace all obviously soiled or torn trash receptacle liners. Contractor shall replace the liner in such a manner as to present a neat, uniform appearance.

Contractor shall use disposable cloths and detergent solution or cream cleanser and scrub pads to remove stains and soil from the interior and exterior of trash receptacles.

High Dusting
The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the top of the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system cables, ledges, walls, ceilings, vents, etc. Contractor shall accomplish high dusting by using treated dust cloths, treated dusting tools and tank vacuums with crevice tools, brush attachments and wall attachments.

Machine Scrub Floors
Contractor shall use electrically powered floor machines with a scrubbing brush or grout cleaning machines and detergent or degreaser solution to remove soil and stains from floor surfaces such as concrete, brick or pavers, grouted tile and other such uneven or rough floors and from baseboards, furniture and partition bases and legs. Contractor shall use a wet/dry tank vacuum to pick up the scrubbing solution and wet mops, bucket and wringers in areas inaccessible to a tank vacuum. Contractor shall rinse the floor with clean water after picking up the scrubbing solution with the tank vacuum. Contractor shall remove all splash marks on baseboards, furniture and other such surfaces.

Refill Dispensers
Contractor shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, feminine hygiene product dispenser, etc. Contractor shall place supply dispensers in accordance with the directions of the supplier and dispenser manufacturer. Contractor shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

Remove Carpet Stains
Contractor shall use carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove nonpermanent stain from carpeted floors. Contractor shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Contractor shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, Contractor shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, Contractor shall blot or vacuum the carpet only.

Recondition Finished Floors
Contractor shall remove soil, scratches and scuff marks and the top layer of floor finish from resilient tile, natural wood, natural stone, ceramic tile and terrazzo floors and all finish and soil from baseboards and furniture and partition legs and bases. Contractor shall apply a minimum of two additional coats of floor finish. Contractor shall use a single disc floor machine, scrubbing pad, putty knife, abrasive pad, mop, mop bucket and wringer, detergent solution and rust remover to remove all removable marks, heel marks, rust stains, gum and other types of stains and soil. Contractor shall use manual scrubbing devices in areas inaccessible to the floor machine. Contractor shall use set/dry tank vacuums except in areas where its use is not practical or effective. Contractor shall rinse thoroughly with clean water all floor surfaces to which detergent solution has been applied.

When wet/dry tank vacuums are used, Contractor shall rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry tank vacuum. When a wet/dry vacuum is not used, Contractor shall rinse the floor surface at least twice. After the top layer of floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least two coats of floor

finish. Contractor shall apply no finish within 1" of baseboards and furniture setting directly on the floor surface. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible.

Spot Clean Building Surfaces

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or cream cleaner to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of ledges, windows, partition glass, windows sills and blinds, fire extinguishers, counter tops, walls, doors, door frames and sills, pictures, partitions, rails and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc., up to 9 feet from the floor surface. Contractor shall perform spot cleaning up to a height of 10 feet from the floor surfaces at the interior and exterior of exterior entry areas. Contractor shall use a clean cloth and stainless steel polish to remove smudges, fingerprints, marks, streaks, tape, etc., that glass cleaner cannot remove. Contractor shall remove excess stainless steel polish.

Spot Clean Furniture Surfaces

Contractor shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner or crème cleanser to remove smudges, fingerprints, marks, streaks, tape, etc., from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, papers, computers, staplers and other similar desk items are not to be disturbed.

Spot Mop Hard Surface Floors

Contractor shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors that cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil, which can be removed by damp mopping. In restrooms, Contractor shall use germicidal disinfectant solution instead of detergent solution.

Spray Buff

Contractor shall dust mop and damp mop the floor surface in preparation for spray buffing. Contractor shall use single disc floor machines, buffing pads and spray bottles with spray buffing solution to restore a uniform glass and protective finish to resilient tile, natural wood, natural stone, ceramic tile or terrazzo floors, which are finished with a floor finish. The spray buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. Contractor shall dust mop the floor surface after spray buffing. After spray buffing, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks and other stains and shall have a uniform coating of floor finish. Contractor shall remove all spray buff solution from baseboards, furniture, trash receptacles, etc.

Strip and Refinish Floors

Contractor shall completely remove all nonpermanent floor finish from resilient tile, natural wood, natural stone, ceramic tile or terrazzo floors and from baseboards and furniture and partition legs [illegible] of floor seal and three coats of floor finish. Contractor

has been applied. When a wet/dry tank vacuum is used, Contractor shall rinse the area at least once after the floor finish remover has been picked up with the wet/dry tank vacuum. When a wet/dry vacuum is not used, Contractor shall rinse the floor at least twice. After the floor finish has been removed, Contractor shall use a fine strand rayon mop to apply at least two coats of floor seal and three coats of floor finish. Contractor shall apply no finish within 1" of baseboards and fixed furniture sitting directly on the floor surface. Contractor shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible.

Vacuum Completely

Contractor shall use a carpet vacuum using dual muter with a rotating cylindrical brush rather than a beater bar. Vacuuming shall remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil, debris and litter, which can be removed from the pile carpet.

Vacuum Traffic Lines

Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface and pile to raise the carpet pile. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum.

Vacuum Visible Soil

Contractor shall use a carpet vacuum to remove visible soil debris from the carpet surface. Contractor shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. After vacuuming, the carpet shall be free of all visible soil and litter. Use a vacuum cleaner to remove moisture and dry soil from carpeted-type entrance mats. Contractor shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats.

Wet Mop Hard Surface Floors

Contractor shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders and abrasive pads and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. Germicidal solution shall be used in place of detergent solution in restrooms. Contractor shall apply detergent solution to the entire floor area and allow it to remain on for three to five minutes. Contractor shall use scrub brushes to remove spots and stains not removed by mopping. Contractor shall use scrub brushes to remove spots and stains not removed by mopping. In areas with floor drains, Contractor shall use a wet mop and mop bucket and wringer or wet/dry tank vacuum to pick up the solution and then rinse with clean water twice. Contractor shall wet clean all areas.

Contractor shall dust mop floors, which are coated with floor finish prior to damp mopping. Contractor shall vacuum other floor surfaces prior to damp mopping. Contractor shall take care as required to prevent splash and mop marks from being left on baseboards, furniture legs, doors, etc. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil that can be removed by damp mopping. In areas where floor finish has not been applied to the floor surface and greasy soil must be removed, Contractor shall use a solution of degreaser.

Computer Room Hard Surface Floors

Contractor shall use a cleaning agent that is NOT non-toxic, non-abrasive, eliminates static, contains no alcohol, non-liquid, wet, contains ammonia and leaves no residue. Normal broom sweeping will not be acceptable on these surfaces. A dry, swifter type mop will be acceptable in the Computer Server Rooms.

Building Front Entrance Ground

Contractor shall pressure wash the front entrance ground with a non-toxic, non-abrasive solution. An immediate containment vacuum must be used to pick-up and collect water as soon as it is dispersed. There shall be no water spill off on the ground.

RFP 22-003: Janitorial Cleaning Services
ATTACHMENT "A" – SBIAA
Locations

(Abbreviation Legend: M=Monday, Tu=Tuesday, W=Wednesday, Th=Thursday, F=Friday, S=Saturday, Su=Sunday, D=Daily (7 Days), M=Monthly, Q=Quarterly, A=Annually)

341 Restrooms										
Locations of Service: Male & Female Restrooms										
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X		X		X					
Fill soap dispensers	X		X		X					
Clean mirrors	X		X		X					
Collect and remove trash	X		X		X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X		X		X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X		X		X					
Restock paper products, soap, seat covers and air freshener	X		X		X					
Spot clean walls, towel dispenser, partitions and doors	X		X		X					
Remove Calcium Deposits	X		X		X					
Wax and polish floors									X	
Dust and damp mop floors										X
Scrub shower walls and floors with brush, using cleanser	X		X		X					
Clean and wipe all shower curtains	X		X		X					
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X		X		X					
Liners replaced as needed	X		X		X					
Cans and bins returned to proper location	X		X		X					
Cans and bins wiped clean	X		X		X					
Trash removed and dumped in appropriate dumpster	X		X		X					

Building 674 Common Areas & Customs Offices										
Locations of Service: 1st Floor Lobby, Common Hallways, Restrooms & Customs Office Area										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust, clean interior wall décor and workstations	X	X	X	X	X					

Spot clean doors, frames, walls, switches, vents, and light fixtures	X	X	X	X	X					
Detail clean elevator, including doors and walls	X	X	X	X	X					
Polish stainless, floors thresholds, lights and control switches									X	
Wipe down chairs	X	X	X	X	X					
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Service Type: CARPETED AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**SU**	**D**	**M**	**Q**
Vacuum all carpeted areas		X			X					
Desks vacuumed around, underneath and in corners		X			X					
Chairs and cans removed during vacuuming		X			X					
Deep Vacuuming - spot removal										X
Shampoo carpet to remove stains using natural chemicals										X
Service Type: KITCHEN AREA	**M**	**T**	**W**	**Th**	**F**	**S**	**SU**	**D**	**M**	**Q**
Wipe down counters	X		X		X					
Clean interior and empty refrigerator/freezer	X		X		X					
Sweep/mop floors	X		X		X					
Empty Trash	X		X		X					
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	X		X		X					

Service Type: WINDOWS	M	T	W	Th	F	S	Su	D	M	Q
Smudges/fingerprints removed from all glass walls within 15 feet of height from the floor	X	X	X	X	X					
Interior perimeter windows spot cleaned									X	
Clean inside/outside all office windows	X	X	X	X	X					
Clean all interior/exterior door frames									X	
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Polish floors										X
Replenish automatic air dispensers, as needed										
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

Hangar 674										
Location of Service: Unisex Restroom										
Service Type: RESTROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					

Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Polish floors										X
Replenish automatic air dispensers, as needed										

Building 680 Common Areas

Locations of Service: Main Lobby & Restroom

Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Dust and clean interior walls	X		X		X					
Spot clean doors, frames, walls, switches, vents, and light fixtures	X		X		X					
Polish stainless, floors thresholds, lights and control switches									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*									X	
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Interior perimeter windows spot cleaned	X									
Clean inside/outside all office windows	X									
Clean all interior/exterior door frames								X		
Exterior windows cleaned (mechanical lift needed)*									X	
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Vacuum all carpeted areas	X	X	X	X	X					
Desks vacuumed around, underneath and in corners	X	X	X	X	X					
Chairs and cans removed during vacuuming	X	X	X	X	X					
Deep Vacuuming - spot removal									X	
Shampoo carpet to remove stains using natural chemicals										X

Service Type: HARD SURFACE FLOORS	M	T	W	Th	F	S	Su	W	M	Q
Dust and damp mop									X	
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Main Lobby small entry floor – swept & mopped				X						
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
All trash cans emptied	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Service Type: LOBBY RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**SU**	**W**	**M**	**Q**
Sweep and mop floors		X		X						
Fill soap dispensers		X		X						
Clean mirrors		X		X						
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution		X		X						
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener		X		X						
Spot clean walls, towel dispenser, partitions and doors		X		X						
Remove Calcium Deposits		X		X						
Polish floors										X
Replenish automatic air dispensers, as needed										
Location of Service: Badging Office & Classroom										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Dust and clean interior walls								X		
Wipe down tables, counters and workstations									X	

Spot clean doors, frames, walls, switches, vents, and light fixtures									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Interior perimeter windows spot cleaned									X	
Clean inside/outside all office windows									X	
Clean all interior/exterior door frames									X	
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Vacuum all carpeted areas					X					
Desks vacuumed around, underneath and in corners					X					
Chairs and cans removed during vacuuming					X					
Deep Vacuuming - spot removal										X
Shampoo carpet to remove stains using natural chemicals										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
Dust and damp mop									X	
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**W**	**M**	**Q**
All trash cans emptied		X		X						
Liners replaced as needed		X		X						
Cans and bins returned to proper location		X		X						
Cans and bins wiped clean		X		X						
Trash removed and dumped in appropriate dumpster		X		X						
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	

Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

Maintenance Building 730

Locations of Service: Main Lobby, Common Areas, Restrooms, Breakroom/Kitchen, Conference Room & Offices

Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and clean interior walls		X			X					
Spot clean doors, frames, walls, switches, vents, and light fixtures		X			X					
Polish stainless, floors thresholds, lights and control switches									X	
Wipe down chairs									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Interior windows spot cleaned, including offices/conference room		X			X					
Exterior windows cleaned									X	
Clean interior/exterior door frames									X	
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop		X			X					
Spot clean hard floors		X			X					
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied		X			X					
Liners replaced as needed		X			X					
Cans and bins returned to proper location		X			X					
Cans and bins wiped clean		X			X					
Trash removed and dumped in appropriate dumpster		X			X					
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors		X			X					
Fill soap dispensers		X			X					

Clean mirrors		X			X					
Collect and remove trash		X			X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution		X			X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior		X			X					
Restock paper products, soap, seat covers and air freshener		X			X					
Spot clean walls, towel dispenser, partitions and doors		X			X					
Remove Calcium Deposits		X			X					
Polish floors										X
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Vacuum all carpeted areas		X			X					
Desks vacuumed around, underneath and in corners		X			X					
Chairs and cans removed during vacuuming		X			X					
Deep Vacuuming - spot removal									X	
Shampoo carpet to remove stains using natural chemicals										X
Service Type: KITCHEN AREA/BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Wipe down counters		X			X					
Clean interior and empty refrigerator/freezer		X			X					
Sweep/mop floors		X			X					
Empty Trash		X			X					
Wipe down counters		X			X					
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.		X			X					
Wipe down appliances		X			X					
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

Building 759										
Location of Service: Main Entry, All Common Areas, Restroom & Kitchen Area										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and clean interior wall décor		X			X					
Spot clean doors, frames, walls, switches, vents, and light fixtures		X			X					
Polish stainless, floors thresholds, lights and control switches									X	
Wipe down chairs		X			X					
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Vacuum all carpeted areas		X			X					
Desks vacuumed around, underneath and in corners		X			X					
Chairs and cans removed during vacuuming		X			X					
Deep Vacuuming - spot removal									X	
Shampoo carpet to remove stains using natural chemicals										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop		X			X					
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Service Type: KITCHEN AREA/BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Wipe down counters	X	X	X	X	X					
Clean interior refrigerator/freezer	X	X	X	X	X					
Sweep/mop floors	X	X	X	X	X					

Empty Trash	X	X	X	X	X					
Wipe Down Appliances	X	X	X	X	X					
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	X	X	X	X	X					
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Interior perimeter windows spot cleaned		X			X				X	
Clean inside/outside all office windows		X			X					
Clean all interior/exterior door frames									X	
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Wax and polish floors										X
Dust and damp mop floors										X

Building 759 Northeast Offices										
Location of Service: Offices, Conference Room & Breakroom										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust & clean interior wall décor, workstations & tables	X	X	X	X	X					
Spot clean doors, frames, walls, switches, vents, and light fixtures	X	X	X	X	X					
Polish stainless, floors thresholds, lights and control switches	X	X	X	X	X					
Wipe down chairs	X	X	X	X	X					
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**

Vacuum all carpeted areas	X	X	X	X	X					
Desks vacuumed around, underneath and in corners	X	X	X	X	X					
Chairs and cans removed during vacuuming	X	X	X	X	X					
Deep Vacuuming - spot removal									X	
Shampoo carpet to remove stains using natural chemicals										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors	X	X	X	X	X					
Polish all hard floors									X	
Remove all scuff marks from baseboards and hard floor									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Service Type: BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Wipe down counters	X	X	X	X	X					
Clean interior and empty refrigerator/freezer	X	X	X	X	X					
Sweep/mop floors	X	X	X	X	X					
Empty Trash	X	X	X	X	X					
Wipe Down Appliances	X	X	X	X	X					
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	X	X	X	X	X					

Control Tower 794

Location of Service: Offices, Breakroom, Restrooms & Main Staircase

Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Provide regular cleaning service to 4th, 5th, 6th & Tower cab floors	X	X	X	X	X					
Polish stainless, floors thresholds, lights and control switches									X	
Wipe down chairs	X	X	X	X	X					
Detail clean elevator, including doors and walls									X	
Dust and clean interior walls of stairway										X
Dust and clean interior wall décor									X	
Spot clean doors, frames, walls, switches, vents, and light fixtures									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*									X	
Dust and clean shades of the Tower Cab									X	
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Desks vacuumed around, underneath and in corners	X	X	X	X	X					
Vacuum all carpeted areas	X	X	X	X	X					
Chairs and cans removed during vacuuming	X	X	X	X	X					
Deep Vacuuming - spot removal									X	
Shampoo carpet to remove stains using natural chemicals										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hallways on all floors	X	X	X	X	X					
*Main stair case cleaning (swept, mopped & polished) – Semi-Annually**										
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					

Service Type: KITCHEN AREA/BREAKROOM – Floors 5th & 9th	M	T	W	Th	F	S	Su	D	M	Q
Wipe down counters	X	X	X	X	X					
Clean interior and empty refrigerator/freezer									X	
Sweep/mop floors	X	X	X	X	X					
Empty Trash	X	X	X	X	X					
Wipe Down Appliances	X	X	X	X	X					
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	X	X	X	X	X					
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Interior perimeter windows spot cleaned									X	
Clean inside all office windows									X	
Clean all interior/exterior door frames									X	
Exterior windows cleaned at Tower Cab - top floor (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Polish floors									X	
Replenish automatic air dispensers as needed										

Hangar 763 – West Annex, 1st Floor										
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

Hangar 763 West Annex (2nd Floor)										
SPECIAL SERVICE - Locations of Service: IT Room										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X
Hangar 763 Center Complex North										
Location of Service: Male & Female Restrooms										
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and damp mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					

Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Replenish automatic air dispensers	X	x	X	x	X					
Scrub shower walls and floors with brush, using cleanser	X	X	X	X	X					
Clean and wipe all walls leading to showers	X	X	X	X	X					
Clean and wipe benches	X	X	X	X	X					
Wax and polish floors										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Hangar 763 Center Complex Center										
Location of Service: Male & Female Restrooms										
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and damp mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Replenish automatic air dispensers	X	X	X	X	X					
Wax and polish floors										X

Service Type: TRASH	M	T	W	Th	F	S	Su	D	M	Q
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Hangar 763 Center Complex South										
Location of Service: Restrooms, Breakroom & Common Hall										
Service Type: BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and clean interior walls	X	X	X	X	X					
Spot clean doors, frames walls, switches, vents, and light fixtures	X	X	X	X	X					
Clean counter tops and sinks, clean microwaves, exterior of refrigerator.	X	X	X	X	X					
Wipe down counters & cabinets	X	X	X	X	X					
Wipe down appliances and vending machines	X	X	X	X	X					
Wipe down chairs and tables with disinfectant	X	X	X	X	X					
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors	X	X	X	X	X					
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Service Type: RESTROOMS (Serviced 2 Time a day, Morning & Evening)	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and damp mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					

Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Replenish automatic air dispensers	X	X	X	X	X					
Wax and polish floors										X

General Aviation Hangar

Locations of Service: Male & Female Restrooms

Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits	X	X	X	X	X					
Wax and polish floors										X
Dust and damp mop floors										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					

CARGO BUILDING										
Location of Service: Lobby Areas, Hallway, Offices, Restrooms & Conference Room										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust, clean interior wall décor and workstations									X	
Spot clean doors, frames, walls, switches, vents, and light fixtures									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop			X							
Spot clean hard floors									X	
Polish all hard floors										X
Remove all scuff marks from baseboards and hard floor										X
Hard surface floors stripped, cleaned, sealed and waxed*										X
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins			X							
Liners replaced as needed			X							
Cans and bins returned to proper location			X							
Cans and bins wiped clean			X							
Trash removed and dumped in appropriate dumpster			X							
Service Type: GENERAL CLEANING/DUSTING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Detail clean elevator, including doors and walls									X	
Polish stainless, floors thresholds, lights and control switches									X	
Wipe down chairs									X	
Service Type: KITCHEN AREA	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Wipe down counters			X							
Clean interior and empty refrigerator/freezer			X							
Sweep/mop floors			X							
Empty Trash			X							
Wipe down counters			X							
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.			X							
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**

Smudges/fingerprints removed from all glass walls within 15 feet of height from the floor									X	
Interior perimeter windows spot cleaned									X	
Clean inside/outside all office windows									X	
Clean all interior/exterior door frames									X	
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors			X							
Fill soap dispensers			X							
Clean mirrors			X							
Collect and remove trash			X							
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution			X							
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior			X							
Restock paper products, soap, seat covers and air freshener			X							
Spot clean walls, towel dispenser, partitions and doors			X							
Remove Calcium Deposits			X							
Polish floors			X							
Replenish automatic air dispensers, as needed			X							
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

DOMESTIC TERMINAL									
Locations of Service: Terminal Offices, Breakrooms & Common Hallways									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor and workstations	x		x		x				
Dust and clean horizontal surfaces of workstations	x		x		x				
Clean cleared areas of desks and conference room tables	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop all hard surface floors including hallways and office common areas	x		x		x				
Spot clean of small spillage and footprints	x		x		x				
Polish all hard floors								X	
Remove all scuff marks and chemical residue from baseboards and hard floor	x		x		x				
Hard surface floors stripped, cleaned, sealed and waxed*								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Empty Shredders	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Baggage Area Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				

Clean mirrors	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	x		x		x				
Restock paper products, soap, seat covers	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	
Locations of Service: Public Terminal and Concourse Areas									
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas							x		
Vacuum elevator carpet							x		
Vacuum around desks, underneath and in corners							x		
Chairs and cans removed during vacuuming							x		
Deep Vacuuming - spot removal							x		
Shampoo all carpet to remove stains using natural chemicals									x
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Damp mop all hard surface floors including hallways and lobby							x		
Spot clean of small spillage and footprints							x		
Painted floors spot cleaned							x		
Polish all hard floors								x	
Remove all scuff marks from baseboards and hard floor							x		
Hard surface floors stripped, cleaned, sealed and waxed								x	
Service Type: General Cleaning/Dusting	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Spot clean elevator, including doors and walls							x		
Polish steel floor thresholds, wall light and control switches							x		
Polish telephone booths and drinking fountains							x		
Wipe down all electronics in main terminal area, counters, kiosks and booths							x		
Wipe down chairs on 2nd floor							x		

Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Windows	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Clean, remove smudges and fingerprints from all glass areas – entrance & lobby						x			
Interior perimeter windows spot cleaned						x			
Clean inside/outside all office windows							x		
Clean all interior/exterior door frames							x		
Second floor exterior windows cleaned (mechanical lift needed)*							x		
Clean inside windows of all offices							x		
Front Entrance Pressure Wash (To complete this type of cleaning there must be a means to immediately pick-up water/solution produced.)								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Public Use Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				
Clean mirrors	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	x		x		x				
Restock paper products, soap, seat covers	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	
Locations of Service: Pilot's Lounge									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**

Dust and clean interior wall décor			x						
Dust and clean horizontal surfaces of workstations			x						
Clean cleared areas of desks			x						
Spot clean doors, frames, walls, switches, vents, and light fixtures			x						
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins			x						
Liners replaced as needed			x						
Cans and bins returned to proper location			x						
Cans and bins wiped clean			x						
Trash removed and dumped in appropriate dumpster			x						
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors			x						
Fill soap dispensers			x						
Clean mirrors			x						
Collect and remove trash			x						
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution			x						
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior			x						
Restock paper products, soap, seat covers			x						
Spot clean walls, towel dispenser, partitions and doors			x						
Remove Calcium Deposits			x						
Polish floors								x	
Service Type: Windows	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Smudges and fingerprints removed from all glass areas			x						
Interior perimeter windows spot cleaned			x						
Clean inside/outside all office windows							x		
Clean all interior/exterior door frames			x						
Location of Service: Room 170									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**

Dust and clean interior wall décor	x		x		x				
Dust and clean horizontal surfaces of workstations	x		x		x				
Clean cleared areas of desks	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Damp wipe counter tops and sink, clean microwave.	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop	x		x		x				
Spot clean hard floors	x		x		x				
Polish all hard floors								X	
Remove all scuff marks from baseboards and hard floor	x		x		x				
Hard surface floors stripped, cleaned, sealed and waxed*								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				
Clean mirrors	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	x		x		x				
Restock paper products, soap, seat covers	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	

Service Type: Carpet Areas	M	Tu	W	Th	F	D	Mo	Q	A
Vacuum all carpeted areas	x		x		x				
Desks vacuumed around, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Deep Vacuuming - spot removal	x		x		x				
Shampoo carpet to remove stains using natural chemicals-coordinate with Airport Manager before cleaning								x	
Location of Service: Room 163									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor	x		x		x				
Dust and clean horizontal surfaces of workstations	x		x		x				
Clean cleared areas of desks	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Damp wipe counter tops and sink, clean microwave.	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop	x		x		x				
Spot clean hard floors	x		x		x				
Polish all hard floors								x	
Remove all scuff marks from baseboards and hard floor	x		x		x				
Hard surface floors stripped, cleaned, sealed and waxed*								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				

Clean mirrors	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	x		x		x				
Restock paper products, soap, seat covers	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas	x		x		x				
Desks vacuumed around, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Deep Vacuuming - spot removal	x		x		x				
Shampoo carpet to remove stains using natural chemicals-coordinate with Agency Staff before cleaning								x	
Locations of Service: TSA Offices/Room 150									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor	x		x		x				
Dust and clean horizontal surfaces of workstations	x		x		x				
Clean cleared areas of desks	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Damp wipe counter tops and sink, clean microwave.	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*			x						
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop	x		x		x				
Spot clean hard floors	x		x		x				
Polish all hard floors								x	
Remove all scuff marks from baseboards and hard floor	x		x		x				
Hard surface floors stripped, cleaned, sealed and waxed*								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**

All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas	x		x		x				
Desks vacuumed around, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Deep Vacuuming - spot removal	x		x		x				
Shampoo carpet to remove stains using natural chemicals- coordinate with Airport Manager before cleaning								x	
Service Type: Kitchen Area	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Restock paper products	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	
SPECIAL SERVICE - Locations of Service: IT Rooms (102,103,117,120,126,130A,148)									
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep floors, including under networks cabinets							x		
Collect and remove trash, as necessary							x		
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**							x		
Hard surface floors stripped, cleaned, sealed and waxed*								x	

INTERNATIONAL ARRIVALS FACILITY (IAF)									
Locations of Service: Public Lobby, Office Areas & Common Hallways – 1st and 2nd Floor									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor and workstations	x		x		x				
Dust high areas, including window coverings	x		x		x				
Spot clean elevators, including doors and walls	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Polish telephone booths and drinking fountains	x		x		x				
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	x		x		x				
Remove cob webs as they form	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*				x					
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop all hard surface floors including hallways, offices, common areas and lobby	x		x		x				
Spot clean of small spillage and footprints	x		x		x				
Sweep exterior entryway and patios	x		x		x				
Brush down all stairs and steps inside stairwells	x		x		x				
Remove all scuff marks and chemical residue from baseboards and hard floor	x		x		x				
Hard surface floors stripped, cleaned, sealed and waxed*								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Empty Shredders	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				
Clean mirrors	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				

Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	x		x		x				
Restock paper products, soap, seat covers	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	
Replace automatic air freshener cartridge in restrooms	x		x		x				
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas	x		x		x				
Vacuum elevator carpet	x		x		x				
Vacuum around desks, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Spot Clean – small spillage and footprints	x		x		x				
Shampoo all carpet to remove stains using natural chemicals								x	
Service Type: Windows	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Clean, remove smudges and fingerprints from all glass areas – entrance & lobby	x		x		x				
Interior perimeter windows spot cleaned	x		x		x				
Clean inside/outside all office windows	x		x		x				
Clean all interior/exterior door frames	x		x		x				
Second floor exterior windows cleaned (mechanical lift needed)*								x	
Clean inside windows of all offices	x		x		x				
Front Apron Pressure Wash (To complete this type of cleaning there must be a means to immediately pick-up water/solution produced.)								x	
Service Type: Kitchen Area	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors	x		x		x				
Fill soap dispensers	x		x		x				
Collect and remove trash	x		x		x				
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	x		x		x				
Restock paper products	x		x		x				
Spot clean walls, towel dispenser, partitions and doors	x		x		x				
Remove Calcium Deposits	x		x		x				
Polish floors								x	

SPECIAL SERVICE - Locations of Service: IT Rooms (140 & 215)									
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep floors, including under networks cabinets							x		
Collect and remove trash, as necessary							x		
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**							x		
Hard surface floors stripped, cleaned, sealed and waxed*								x	

CAR RENTAL FACILITY									
Locations of Service: Lobby & Office Areas									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor and workstations	x		x		x				
Dust high areas, including window coverings	x		x		x				
Spot clean elevators, including doors and walls	x		x		x				
Spot clean doors, frames, walls, switches, vents, and light fixtures	x		x		x				
Polish telephone booths and drinking fountains	x		x		x				
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.	x		x		x				
Remove cob webs as they form	x		x		x				
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*				x					
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas	x		x		x				
Vacuum elevator carpet	x		x		x				
Vacuum around desks, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Spot Clean – small spillage and footprints	x		x		x				
Shampoo all carpet to remove stains using natural chemicals								x	
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins	x		x		x				
Liners replaced as needed	x		x		x				
Cans and bins returned to proper location	x		x		x				
Cans and bins wiped clean	x		x		x				
Empty Shredders	x		x		x				
Trash removed and dumped in appropriate dumpster	x		x		x				

ATTACHMENT "B"
RFP 22-003: Janitorial Cleaning Services
Location: Luxivair FBO & Fuel Farm

(Abbreviation Legend: M=Monday, Tu=Tuesday, W=Wednesday, Th=Thursday, F=Friday, D=Daily, Mo=Monthly, Q=Quarterly, A=Annual)

Luxivair FBO									
Locations of Service: Lobby, Offices, Kitchen & Common Hallways – 1st & 2nd Floor									
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior wall décor and workstations						x			
Dust and clean horizontal surfaces of workstations and customer service counters						x			
Clean cleared areas of desks and conference room tables						x			
Spot clean doors, frames, walls, switches, vents, and light fixtures						x			
Damp wipe counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.						x			
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*	x					x			
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop all hard surface floors including hallways and office common areas						x			
Spot clean of small spillage and footprints						x			
Polish all hard floors							x		
Remove all scuff marks and chemical residue from baseboards and hard floor						x			
Hard surface floors stripped, cleaned, sealed and waxed								x	
Limestone Tile Floor Repair: The selected contractor may be required to provide SBIAA with a separate proposal for repair work to the main lobby floor.									
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins						x			
Liners replaced as needed						x			
Cans and bins returned to proper location						x			
Cans and bins wiped clean						x			
Empty Shredders						x			
Trash removed and dumped in appropriate dumpster						x			
Service Type: Carpet Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Vacuum all carpeted areas						x			

Vacuum elevator carpet						x			
Vacuum around desks, underneath and in corners	x		x		x				
Chairs and cans removed during vacuuming	x		x		x				
Deep Vacuuming - spot removal		x							
Vacuum under furniture cushions (couch and chairs)			x						
Clean/Wipe baseboard (remove marks, dust & dirt)			x						
Shampoo all carpet to remove stains using natural chemicals							x		
Service Type: General Cleaning/Dusting	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Detail clean elevator, including doors and walls	x								
Polish steel floor thresholds, wall light and control switches		x							
Clean telephones in public areas						x			
Wipe down all electronics in main lobby, counters, kiosks and tables						x			
Wipe down lobby chairs						x			
Dust/Clean conference room glass tables						x			
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)							x		
Service Type: Kitchen Areas	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors						x			
Fill soap dispensers						x			
Collect and remove trash						x			
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution						x			
Restock paper products						x			
Spot clean walls, towel dispenser, partitions and doors			x						
Remove Calcium Deposits			x						
Polish floors							x		
Service Type: Hospitality Bar Area	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Wipe down all counter space and wall areas						x			
Clean interior and empty refrigerator/freezer							x		
Collect and remove trash						x			
Clean and polish all appliances, fixtures, sinks and counters with disinfectant solution						x			

Restock paper products						x			
Clean and polish soda machine and coffee maker				x					
Service Type: Windows	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Clean, remove smudges and fingerprints from all glass areas – entrance & lobby						x			
Interior perimeter windows spot cleaned						x			
Clean inside/outside all office windows			x						
Clean all interior/exterior door frames			x						
First & Second floor exterior windows cleaned (mechanical lift needed)*								x	
Clean inside windows of all offices					x				
Front Entrance Pressure Wash (To complete this type of cleaning there must be a means to immediately pick-up water/solution produced.)								x	
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors						x			
Fill soap dispensers						x			
Clean mirrors						x			
Collect and remove trash						x			
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution						x			
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior						x			
Restock paper products, soap, seat covers						x			
Spot clean walls, towel dispenser, partitions and doors						x			
Remove Calcium Deposits						x			
Polish floors							x		
Clean tile grout								x	
Replace automatic air freshener cartridge in restrooms						x			
SPECIAL SERVICE - Locations of Service: IT Rooms (118,209 & AV Closet)									
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep floors, including under networks cabinets							x		
Collect and remove trash, as necessary							x		
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**							x		

Hard surface floors stripped, cleaned, sealed and waxed*								x	

Location of Service: Fuel Farm									
Service Type: Restrooms	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep and mop floors			x						
Fill soap dispensers			x						
Clean mirrors			x						
Collect and remove trash			x						
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution			x						
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior			x						
Restock paper products, soap, seat covers			x						
Spot clean walls, towel dispenser, partitions and doors			x						
Remove Calcium Deposits			x						
Polish floors			x						
Replace automatic air freshener cartridge in restrooms			x						
Location of Service: Fuel Farm – Control Room									
Service Type: Dust & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean desk areas			x						
Spot clean doors, frames, walls, switches, vents, and light fixtures			x						
Collect and remove trash			x						
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and damp mop all hard surface			x						
Spot clean of small spillage and footprints			x						
Polish all hard floors									x
Remove all scuff marks and chemical residue from baseboards and hard floor								x	
Hard surface floors stripped, cleaned, sealed and waxed*									x

ATTACHMENT "C"
RFP 22-003: Janitorial Cleaning Services

Location: Domestic Terminal Parking Lot

(Abbreviation Legend: M=Monday, Tu=Tuesday, W=Wednesday, Th=Thursday, F=Friday, D=Daily, Mo=Monthly, Q=Quarterly, A=Annual)

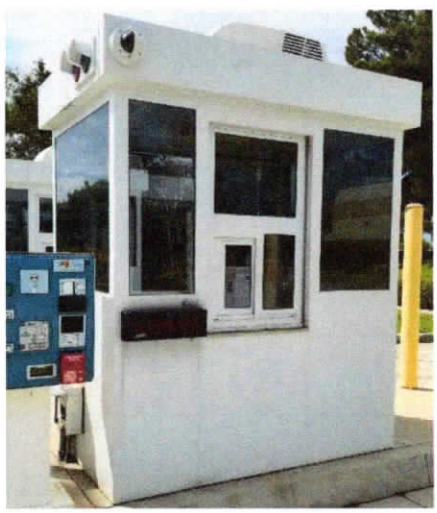
THREE (3) PARKING BOOTHS									
Service Type: Hard Surface Floors	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Sweep floors		x		x					
Sweep exterior entryway and surrounding areas		x		x					
Service Type: Dusting & Detailing	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Dust and clean interior walls and counter space		x		x					
Wipe down exterior doors and walls		x		x					
Dust equipment in parking booths									
Spot clean doors, frames, walls, switches, vents, and light fixtures		x		x					
Remove cob webs as they form		x		x					
Wipe down exterior pay stations in front of booths		x		x					
Wipe down exterior booth signs and lights									
Service Type: Trash	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
All trash cans emptied - Internal cans and exterior bins		x		x					
Liners replaced as needed		x		x					
Cans and bins wiped clean		x		x					
Trash removed and dumped in appropriate dumpster		x		x					
Service Type: Windows	**M**	**Tu**	**W**	**Th**	**F**	**D**	**Mo**	**Q**	**A**
Clean and remove all smudges on inside & outside windows		x		x					

ATTACHMENT "C"
RFP 22-003: Janitorial Cleaning Services

Location: Domestic Terminal Parking Lot Pictures

Outside Overview of All Three Parking Booths

Outside View:



Inside View:

RFP 22-003: Janitorial Cleaning Services
ATTACHMENT "C" – IVDA
Locations

(Abbreviation Legend: M=Monday, Tu=Tuesday, W=Wednesday, Th=Thursday, F=Friday, S=Saturday, SU=Sunday, D=Daily, M=Monthly, Q=Quarterly)

Administration Building #48										
All Common Areas, Offices, Conference Rooms & Restrooms										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust/Clean interior wall décor and entire workstations & credenzas			X							
Dust/Clean outside patio furniture	X	X	X	X	X					
Dust/Clean cleared areas of desks, conference room tables & glass tables	X	X	X	X	X					
Dust high area, including doors and walls	X	X	X	X	X					
Detail clean elevator, including doors and walls			X							
Polish stainless steels, floors thresholds, lights and control switches	X	X	X	X	X					
Wipe down chairs	X	X	X	X	X					
Spot clean doors, frames, walls, switches, vents, and light fixtures			X							
Clean lobby directories and fire extinguisher glass									X	
Polish telephone booths & drinking fountains	X	X	X	X	X					
Damp wipe lobby counters	X	X	X	X	X					
Remove cob webs as they form									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors	X	X	X	X	X					
Polish all hard floors									X	
Remove all scuff marks from baseboards and hard floor			X							
Spot clean of small spillage and footprints			X							
Sweep exterior entryways & patios	X	X	X	X	X					
Clean steps inside stairwells (swept, mopped)			X							
Hard surface floors stripped, cleaned, sealed and waxed*										X
Pressure Wash – Front entryways and perimeter walkways (2X a year)*										
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					

Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Empty Shredders	X	X	X	X	X					
Service Type: KITCHEN AREA/BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Restock paper products & fill dispensers	X	X	X	X	X					
Sweep/mop floors	X	X	X	X	X					
Collect & empty trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Damp wipe appliances & exterior of refrigerator. Client responsible for dishes	X	X	X	X	X					
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Clean, remove smudges and fingerprints from all glass areas – entrance & lobby	X	X	X	X	X					
Interior perimeter windows & lobby area spot cleaned	X	X	X	X	X					
Clean inside/outside all office windows (2X per month)									2X	
Clean all interior/exterior door frames										X
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					
Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits			X							
Polish floors									X	
Replenish automatic air dispensers, as needed										X
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**

Vacuum all carpeted areas	X	X	X	X	X					
Vacuum upholstered furniture and under cushions			X							
Spot clean of small spillage and footprints	X	X	X	X	X					
Vacuum around desks, underneath and in corners	X	X	X	X	X					
Chairs and cans removed during vacuuming	X	X	X	X	X					
Deep Cleaning using extraction Method										X
Clean/Wipe baseboard (remove marks, dust & dirt)									X	
Shampoo all carpet to remove stains using natural chemicals										X

DFAS 1

All Common Areas, Offices, Conference Rooms & Restrooms

Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust/Clean interior wall décor and entire workstations & credenzas			X							
Dust/Clean outside patio furniture	X	X	X	X	X					
Dust/Clean cleared areas of desks, conference room tables & glass tables	X	X	X	X	X					
Dust high area, including doors and walls	X	X	X	X	X					
Detail clean elevator, including doors and walls			X							
Polish stainless steels, floors thresholds, lights and control switches	X	X	X	X	X					
Wipe down chairs	X	X	X	X	X					
Spot clean doors, frames, walls, switches, vents, and light fixtures			X							
Clean lobby directories and fire extinguisher glass									X	
Polish telephone booths & drinking fountains	X	X	X	X	X					
Damp wipe lobby counters	X	X	X	X	X					
Remove cob webs as they form									X	
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*										X
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop	X	X	X	X	X					
Spot clean hard floors	X	X	X	X	X					
Polish all hard floors									X	

Remove all scuff marks from baseboards and hard floor			X							
Spot clean of small spillage and footprints	X	X	X	X	X					
Sweep exterior entryways & patios	X	X	X	X	X					
Clean steps inside stairwells (swept, mopped)	X	X	X	X	X					
Hard surface floors stripped, cleaned, sealed and waxed*										X
Pressure Wash – Front entryways and perimeter walkways (2X per year)										
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins	X	X	X	X	X					
Liners replaced as needed	X	X	X	X	X					
Cans and bins returned to proper location	X	X	X	X	X					
Cans and bins wiped clean	X	X	X	X	X					
Trash removed and dumped in appropriate dumpster	X	X	X	X	X					
Empty Shredders	X	X	X	X	X					
Service Type: KITCHEN AREA/BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Restock paper products & fill dispensers	X	X	X	X	X					
Sweep/mop floors	X	X	X	X	X					
Collect & empty trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Damp wipe appliances & exterior of refrigerator. Client responsible for dishes.	X	X	X	X	X					
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Clean, remove smudges and fingerprints from all glass areas – entrance & lobby	X	X	X	X	X					
Interior perimeter windows & lobby area spot cleaned	X	X	X	X	X					
Clean inside/outside all office windows (2X per month)									2X	
Clean all interior/exterior door frames										X
Exterior windows cleaned (mechanical lift needed)*										X
Service Type: RESTROOMS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep and mop floors	X	X	X	X	X					
Fill soap dispensers	X	X	X	X	X					
Clean mirrors	X	X	X	X	X					

Collect and remove trash	X	X	X	X	X					
Clean and polish all dispensers, fixtures, sinks and counters with disinfectant solution	X	X	X	X	X					
Scrub toilets and urinals with a brush using cleanser or toilet bowl cleaner and wipe down exterior	X	X	X	X	X					
Restock paper products, soap, seat covers and air freshener	X	X	X	X	X					
Spot clean walls, towel dispenser, partitions and doors	X	X	X	X	X					
Remove Calcium Deposits			X							
Polish floors									X	
Replenish automatic air dispensers, as needed										X
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Vacuum all carpeted areas	X	X	X	X	X					
Vacuum upholstered furniture and under cushions	X	X	X	X	X					
Spot clean of small spillage and footprints	X	X	X	X	X					
Vacuum around desks, underneath and in corners	X	X	X	X	X					
Chairs and trash cans removed during vacuuming	X	X	X	X	X					
Deep Cleaning using extraction Method										X
Clean/Wipe baseboard (remove marks, dust & dirt)									X	
Shampoo all carpet to remove stains using natural chemicals										X
SPECIAL SERVICE - Locations of Service: IT Rooms										
Service Type: Hard Surface Floors	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Sweep floors, including under networks cabinets									X	
Collect and remove trash, as necessary									X	
Dry swifter mop – Quick dry methods **(NO WET or DAMP MOPPING – No excessive moisture in this area -)**									X	
Hard surface floors stripped, cleaned, sealed and waxed*										X

RFP 22-003: Janitorial Cleaning Services Building Square Footage

DOMESTIC TERMINAL (673): (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Main Floor (Lobby, TSA Screening & Hallways)	11,964 SF
Room 163 & Room 170	1,145 SF
Airport Operations Department Offices (8 offices)	1,564 SF
IT Room	386 SF
TSA Office Area (1 multipurpose room & 8 offices)	1,323 SF
TSA Breakroom/Kitchen are (Downstairs)	113 SF
Main Breakroom/Kitchen area (Downstairs)	390 SF
Pilot's Lounge area (2 offices, 1 multipurpose area)	5,619 SF
Upstairs Concourse (Passenger Boarding area)	4,514 SF

Parking Booths: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Parking Booth #1	30 SF
Parking Booth #2	20 SF
Parking Booth #3	20 SF

INTERNATIONAL ARRIVALS FACILITY (IAF): (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Main Floor (Lobby, Screening area & Hallways)	8,252 SF
Downstairs Office Area (8 offices)	1,784 SF
Downstairs Breakroom/Kitchen area	391 SF
Upstairs Concourse (Passenger Arrival area)	7,226 SF
Upstairs Office Area (1 office and hallway)	689 SF
Upstairs Breakroom/Kitchen area	462 SF

Car Rental Facility: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Main Floor (Lobby & Front Counter)	1150 SF
Office Area (3 offices)	420 SF

FIXED BASED OPERATOR (FBO): (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Main Floor (Lobby & Hallways)	4,130 SF
Downstairs Office Area (6 Offices)	1072 SF
Downstairs Conference Room/Theater/Pilot Lounge/Refreshment/2 Storage Rooms	1,322 SF
Downstairs Breakroom/Kitchen area	462 SF
Upstairs Office Area	832 SF

PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included and include a completed form in your submission copy of the RFP.

	Items Completed	Page (s)
1.	Non-Collusion Affidavit	
2.	Statement of Certification	
3.	References	
4.	Price Forms – Bid Sheet	
5.	RFP Addenda, if any	
6.	Company Information Sheet	
7.	W-9 Request for Taxpayer Identification Number & Certification	
8.	Licenses, Permits and/or Certifications	

Name of Bidder:	Authorized Signature
C & A Janitorial Services	

PARTY SUBMITTINGPROPOSAL: C & A Janitorial Services

NON-COLLUSION AFFIDAVIT

The undersigned, being first duly sworn, deposes and says that he or she holds the position listed below, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the proposal has not directly or indirectly induced or solicited any other interested party to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, plotted, or agreed with any interested party or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the party submitting the proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or the price from any other interested party, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other interested party, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the party submitting the proposal has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Clifford D. Goodloe
Typed or Printed Name

Partner
Title

C & A Janitorial Services
Party Submitting Proposal

STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the San Bernardino International Airport Authority

	STATEMENT	AGREE (INITIAL)
1.	The offer made in the proposal is firm and binding for ninety (90) days from the date the proposal is opened and recorded.	
2.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.	
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the SBIAA to pursue any remedy by law.	
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.	
5.	Proposer agrees to provide the SBIAA with any other information the SBIAA determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and	
6.	Proposer, if selected will comply with all applicable rules, laws and regulations	
7.	All terms and conditions as set forth in this RFP apply to this proposal. Payment shall be: Net thirty (30) days after receipt of invoice.	

REFERENCES

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

Name of Agency	Contact Name/Address	Phone Number/Email	Dates of Service provided (from/through*)
SBIAA	Jonathan Galvan 105 N Leland Norton WAY #7 San Bernardino, CA 92408	909-382-0011 jgalvan@sbdairport.com	2014 – Present
Mirage Endoscopy Center	Ann Brody CEO 39935 Vista del Sol #101 Rancho Mirage, CA 92270	760-837-9210 EXT 128 ann.brody@scasurgery.com	2010 – Present
366 West Second Investments LLC	Judy Perez 714 W. Olympic Blvd STE 450 Los Angeles CA 90015	213-745-6300 JPerez@pcforlaw.com	2018 – Present
Visi Building	Jill Kocth 6090 Crater Lake Ave STE C Central Point OR 97502	541-773-8228 Jill@visibuilding.com	2018 – Present

**** Enter "Present" if still providing the services (Example: 10/08/03-present)***

EXHIBIT "B"
RFP 22-003: JANITORIAL CLEANING SERVICES

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 5 day of November, 2021, in San Bernardino, CA.
[day] [Month] [City] [State]

By: C D A Janitorial Services
Print Name: Clifford Goodloe
Print Title: Partner

LEGAL NAME OF COMPANY: C D A Janitorial Services
ADDRESS: 703 S. Gifford Ave Suite 215
TELEPHONE: 909-890-1262 FAX: 909-890-1327
WEBSITE: _____ EMAIL: cdajanitorial@verizon.net

TYPE OF BUSINESS (Check One):

- [ ] CORPORATION
- [ ] LIMITED LIABILITY COMPANY
- [X] PARTNERSHIP
- [ ] JOINT VENTURE
- [ ] INDIVIDUAL
- [ ] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME
- [ ] OTHER _____

STATE OF INCORPORATION OR FORMATION:

_____

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
Clifford D. Goodloe	Partner
Anita M. Goodloe	Partner

[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
Clifford D. Goodloe	Partner
Anita M. Goodloe	Partner

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
Clifford D. Goodloe	Partner
Anita M. Goodloe	Partner

[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 5 day of November, 2021, in San Bernardino, CA.
[day] [Month] [City] [State]

By: C & A Janitorial Services
Print Name: Clifford Goodloe
Print Title: Partner

LEGAL NAME OF COMPANY: C & A Janitorial Services
ADDRESS: 703 S Gifford Ave Suite 215 San Bernardino, CA 92408
TELEPHONE: _____ FAX: _____

TYPE OF BUSINESS (Check One):

[ ]	CORPORATION	[ ]	LIMITED LIABILITY COMPANY
[X]	PARTNERSHIP	[ ]	JOINT VENTURE
[ ]	INDIVIDUAL		
[ ]	INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME		
[ ]	OTHER_____		

STATE OF INCORPORATION OR FORMATION:

_____

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
Clifford D. Goodloe	Partner
Anita M. Goodloe	Partner

[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
Clifford P. Goodloe	Partner
Anita M. Goodloe	Partner

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
Clifford P. Goodloe	Partner
Anita M. Goodloe	Partner

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

C&A Janitorial SERVICES has been in business since April 28, 2008.

Clifford D. Goodloe

11-5-2021

Date

SECTION VI.

PRICE FORMS

REQUEST FOR PROPOSALS: RFP 22-003

DESCRIPTION OF WORK: Janitorial Cleaning Services

CONTRACTOR'S COMPANY NAME ADDRESS:

C&A Janitorial Services
703 S. Gifford Ave Suite 215
San Bernardino, CA 92408

NAME/TELEPHONE#/EMAIL OF AUTHORIZED REPRESENTATIVE

Clifford D. Goodloe
951-634-9300
candajanitorial@verizon.net

Please provide detailed Firm Fixed Prices and any other incidental or additional costs required in the spaces provided in the following Bid Sheet to complete the Scope of Work requirements. Firm Fixed Prices shall include all possible costs, including but not limited to the costs of all administration and overhead, mileage and all other administrative and ancillary costs. Firm Fixed Prices quoted by the Bidder shall also include any and all taxes, fees, charges, labor at prevailing wage, tools, equipment, delivery, and ancillary costs whatsoever involved.

Failure to provide all prices requested may result in rejection of proposal.

Contractor shall provide all labor, tools, equipment, and materials required to perform the work. The SBIAA reserves the right to coordinate, inspect and approve all aspects of this Janitorial Cleaning Services Project.

Payment shall be via Purchase Order within Net thirty (30) days of SBIAA's receipt of invoice and completion of work SBIAA Invoices shall be addressed:

San Bernardino International Airport Authority
1601 E. 3rd Street
San Bernardino, CA 92408

List All Trainings, Licenses, Certifications, etc.:

List any Subcontractors that will be providing service for this project (include company name, address, phone#, email and license #). Once the project has been awarded, the selected contractor must provide Certificates of Insurance with the SBIAA listed as the additionally insured for all subcontracting work. Fish Window Cleaning License #03943579 1471 Pomona Road, Unit D Corona, CA 92882 9514798777 www.fishwindowcleaning.com/3080 Tsandler@

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / (No) (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any elements of the Scope of Work which cannot be met by your firm.

Have you included in your proposal all requested informational items and forms? (Yes) / No (circle one). If you answered "No", please explain:

In signing this proposal, Contractor warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, AGENCY may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received.

Verification of Addenda Received (Completed with Addenda Number and date received, if necessary):

Addenda No:	1 & 2	Received On:	10-26-21
Addenda No:	3	Received On:	11-2-21

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Clifford D. Goodlee Anita M. Goodlee

2 Business name/disregarded entity name, if different from above
C&A Janitorial Services

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
Individual/sole proprietor or single-member LLC | C Corporation | S Corporation | Partnership | Trust/estate
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
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)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
703 S. Gifford Ave. Suite 215

Requester's name and address (optional)

6 City, state, and ZIP code
San Bernardino, CA 92408

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 4 - 3 2 5 2 7 1 2

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 on page 3.

Sign Here | Signature of U.S. person ▸ [signature] | Date ▸ 11-5-21

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services
Janitorial Supply List

Below is a sample list of the monthly janitorial supplies to be included in the service. Provide the cost you will charge for each of these items.

Supply Items:	Price:
Multi-fold paper towels, 250/case	39.71
Roll towel, 600', 12 roll/case	48.28
2-ply toilet paper, 96 roll/case	65.00
Liquid Hand soap, 4 gallon	35.00
Bathroom deodorant refills	62.08
Trash Can liners – Size: 24x32, 1,000/case	38.00
Trash Can liners – Size: 40x48, 250/case	42.55
Toilet seat covers, 5,000/case	48.00
Flat urinal mat, 12/pack	38.00
Soap dispensers - Style: BOB2111 or equivalent: List $38.64	
Towel Dispenser - Style: BOB262 or equivalent: List $49.20	

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet One

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

LOCATIONS: DOMESTIC TERMINAL, RENTAL TRAILER & IAF

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Domestic Terminal $ 2,660.00	Domestic Terminal $ 2,660.00	Domestic Terminal $ 2,915.00
	Rental Car Trailer $ 325.00	Rental Car Trailer $ 325.00	Rental Car Trailer $ 415.00
	IAF $ 2,048.00	IAF $ 2,170.00	IAF $ 2,255.00
Quarterly Services Total (see scope of service for included services)	Domestic Terminal $ 6,860.00	Domestic Terminal $ 6,860.00	Domestic Terminal $ 7,200.00
	Rental Car Trailer $ 200.00	Rental Car Trailer $ 250.00	Rental Car Trailer $ 250.00
	IAF $ 2,075.00	IAF $ 2,244.00	IAF $ 2,424.00
Annual Services Total (see scope of service for included services)	Domestic Terminal $ 1,800.00	Domestic Terminal $ 1,800.00	Domestic Terminal $ 2,265
	Rental Car Trailer $ 0	Rental Car Trailer $ 0	Rental Car Trailer $ 0
	IAF $ 0	IAF $ 0	IAF $ 0
GRAND TOTALS:	$ 96,936.00	$ 99,276.00	$ 106,516.00

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for the Janitorial Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: $ 90.00

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Two

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

FBO LOCATIONS: LUXIVAIR & FUEL FARM

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Luxivair $ 4,930.00	Luxivair $ 5,115.00	Luxivair $ 5,255.00
	Fuel Farm $ 230.00	Fuel Farm $ 255.00	Fuel Farm $ 270.00
Quarterly Services Total (see scope of service for included services)	Luxivair $ 3,490.00	Luxivair $ 3,820.00	Luxivair $ 4,125.00
	Fuel Farm $ 150.00	Fuel Farm $ 150.00	Fuel Farm $ 210.00
Annual Services Total (see scope of service for included services)	Luxivair $ ~~0~~	Luxivair $ ~~0~~	Luxivair $ ~~0~~
	Fuel Farm $ 450.00	Fuel Farm $ 450.00	Fuel Farm $ 515.00
GRAND TOTALS:	$ 78,280.00	$ 82,120	$ 85,700

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for Janitorial Cleaning Services Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: 90.00 hourly

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Three

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

Domestic Terminal Parking Lot: Parking Booths

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Parking Booths $ 285.00	Parking Booths $ 285.00	Parking Booths $ 315.00
GRAND TOTALS:	$ 3,420.00	$ 3,420.00	$ 3,780.00

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Four

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

LOCATIONS: Hangar 341, Hangar 674 Common Areas/Offices, Building 674 Unisex Restrooms

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Hangar 341 Restrooms $ 425.00	Hangar 341 Restrooms $ 452.00	Hangar 341 Restrooms $ 481.00
	Hangar 674 Common Areas/Offices $ 660.00	Hangar 674 Common Areas/Offices $ 710.00	Hangar 674 Common Areas/Offices $ 795.00
	Building 674 Unisex restrooms $ 210.00	Building 674 Unisex restrooms $ 235.00	Building 674 Unisex restrooms $ 265.00
Quarterly Services Total (see scope of service for included services)	Hangar 341 Restrooms $ 390.00	Hangar 341 Restrooms $ 390.00	Hangar 341 Restrooms $ 455.00
	Hangar 674 Common Areas/Offices $ 1,265.00	Hangar 674 Common Areas/Offices $ 1,504.00	Hangar 674 Common Areas/Offices $ 1,655.00
	Building 674 Unisex restrooms $ 150.00	Building 674 Unisex restrooms $ 150.00	Building 674 Unisex restrooms $ 150.00
Annual Services Total (see scope of service for included services)	Hangar 341 Restrooms $ 0	Hangar 341 Restrooms $ 0	Hangar 341 Restrooms $ 0
	Hangar 674 Common Areas/Offices $ 0	Hangar 674 Common Areas/Offices $ 0	Hangar 674 Common Areas/Offices $ 0
	Building 674 Unisex restrooms $ 0	Building 674 Unisex restrooms $ 0	Building 674 Unisex restrooms $ 0
GRAND TOTALS:	$ 22,760.00	$ 24,940.00	$ 26,932.00

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for the Janitorial Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: $ 90.00 Hourly

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Five

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

LOCATIONS: Building 680- Fire Station, Maintenance Building 730, Building 759

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Building 680- Fire Station $ 835.00	Building 680- Fire Station $ 876.00	Building 680- Fire Station $ 919.00
	Maintenance Building 730 $ 660.00	Maintenance Building 730 $ 710.00	Maintenance Building 730 $ 795.00
	Building 759 $ 1,064.00	Building 759 $ 1,123.00	Building 759 $ 1,180.00
Quarterly Services Total (see scope of service for included services)	Building 680- Fire Station $ 665.00	Building 680- Fire Station $ 698.00	Building 680- Fire Station $ 732.00
	Maintenance Building 730 $ 740.00	Maintenance Building 730 $ 828.00	Maintenance Building 730 $ 910.00
	Building 759 $ 870.00	Building 759 $ 870.00	Building 759 $ 895.00
Annual Services Total (see scope of service for included services)	Building 680- Fire Station $ 0	Building 680- Fire Station $ 0	Building 680- Fire Station $ 0
	Maintenance Building 730 $ 0	Maintenance Building 730 $ 0	Maintenance Building 730 $ 0
	Building 759 $ 0	Building 759 $ 0	Building 759 $ 0
GRAND TOTALS:	$ 39,808.00	$ 42,092	$ 44,876

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for the Janitorial Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: $ 90.00 Hourly

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Six

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

LOCATIONS: Control Tower 794, Cargo Building, Hangar 763 Common Areas

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Control Tower 794 $ 885.00	Control Tower 794 $ 942.00	Control Tower 794 $ 998.00
	Cargo Building $ 460.00	Cargo Building $ 525.00	Cargo Building $ 525.00
	Hangar 763 Common Areas $ 2,800.00	Hangar 763 Common Areas $ 2,909.00	Hangar 763 Common Areas $ 3,034.00
Quarterly Services Total (see scope of service for included services)	Control Tower 794 $ 870.00	Control Tower 794 $ 960.00	Control Tower 794 $ 960.00
	Cargo Building $ 630.00	Cargo Building $ 630.00	Cargo Building $ 690.00
	Hangar 763 Common Areas $ 2,080.00	Hangar 763 Common Areas $ 2,080.00	Hangar 763 Common Areas $ 2,480.00
Annual Services Total (see scope of service for included services)	Control Tower 794 $ 850.00	Control Tower 794 $ 850.00	Control Tower 794 $ 910.00
	Cargo Building $ ~~0~~	Cargo Building $ ~~0~~	Cargo Building $ ~~0~~
	Hangar 763 Common Areas $ ~~0~~	Hangar 763 Common Areas $ ~~0~~	Hangar 763 Common Areas $ ~~0~~
GRAND TOTALS:	$ 65,760	$ 68,892.00	$ 73,024.00

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for the Janitorial Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25 %	Emergency Call-Out Rate: $ 90 Hourly

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Seven

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

LOCATION: General Aviation Hangar Restrooms

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	GA Hangar Restrooms $ 560.00	GA Hangar Restrooms $ 560.00	GA Hangar Restrooms $ 633.00
Quarterly Services Total (see scope of service for included services)	GA Hangar Restrooms $ 260.00	GA Hangar Restrooms $ 960.00	GA Hangar Restrooms $ 325.00
Annual Services Total (see scope of service for included services)	GA Hangar Restrooms $ 0	GA Hangar Restrooms $ 0	GA Hangar Restrooms $ 0
GRAND TOTALS:	$ 7,760.00	$ 7,760.00	$ 8,896.00

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for the Janitorial Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: $ 90.00 Hourly

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Eight

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

IVDA LOCATIONS: Administration Building 48, DFAS 1

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	Administration Building 48 $ 3,262.00	Administration Building 48 $ 3,490.00	Administration Building 48 $ 3,629.00
	DFAS 1 $ 4,868.00	DFAS 1 $ 5,160.00	DFAS 1 $ 5,366.00
Quarterly Services Total (see scope of service for included services)	Administration Building 48 $ 3,065.00	Administration Building 48 $ 3,065.00	Administration Building 48 $ 3,248.00
	DFAS 1 $ 3,500.00	DFAS 1 $ 3,890.00	DFAS 1 $ 3,890.00
Annual Services Total (see scope of service for included services)	Administration Building 48 $ 400.00	Administration Building 48 $ 400.00	Administration Building 48 $ 500.00
	DFAS 1 $ 325.00	DFAS 1 $ 325.00	DFAS 1 $ 325.00
GRAND TOTALS:	$ 125,270.00	$ 133,070	$ 138,142.00

Proposer's Hourly Service/Bathroom Porter Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of service for Janitorial Cleaning Services Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Emergency Call-Out Rate: 90.00 Hourly

EXHIBIT "A"
RFP 22-003: JANITORIAL CLEANING SERVICES

Bid Sheet

Contractor's bidding this project shall be properly licensed in the State of California in the classification as designed in the Additional Contractor Requirements and shall satisfy the State as to their license qualifications. Contractor's must be registered and provide proof of registration with the Department of Consumer Affairs.

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

Proposer's Hourly Service Rate Per Additional Service Requirement Section:

(In this section be sure to include fees for services outside the scope of services of the Janitorial Cleaning Services Contract and shall not be part of your proposed fees listed on the Bid Sheet. If necessary, attach a separate price sheet.)

Normal Business Hours, Hourly Rate: $ 48.00	After-hours, Hourly Rate: $ 55.00
Weekend On-Call, Hourly Rate:$ 65.00	Holiday On-Call, Hourly Rate: $ 85.00
Parts/Supply Mark-up %: 25%	Additional Costs (specify): 90.00 Hourly

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
INLAND VALLEY DEVELOPMENT AGENCY

Addendum # 1

RFP-22-003: Janitorial Cleaning Services

Written Questions from Contractors

To all interested parties:

This Addendum No. 1 to the subject RFP provides answers to participants' questions, provides additional information, and modifies the original Scope of Work as part of the original Bid Documents.

By this reference, all provisions of and attachments to this Addendum No. 1 are hereby incorporated into the subject RFP. Participants shall account for all provisions pursuant to this Addendum No. 1 in submitting their proposals. Each participant shall acknowledge receipt of this Addendum in their Proposal in the spaces provided therein.

QUESTIONS	RESPONSES
Can you please identify which buildings require employees to be vaccinated?	ATC, Customs Border Protection Offices; Pending further guidance and mandates there may be subsequent requirements on Authority owned buildings
In regards to the Federal buildings needing service, what type of background clearance would they like to see employees have?	In order to obtain a SBD Badge, a 10 year FBI background check (Criminal Record History Check) and Security Threat Assessment (STA) is required.
Do any of the buildings requesting service during day hours need a bilingual employee on-site or can they be predominantly Spanish speaking?	A supervisor or similar with bilingual skills is required to be on shift and all badge holders must be proficient in the English language.
Can the awarded bidder install chemical dilution control machines to the custodial closet walls?	Yes, Airport Authority will determine at the conclusion of the Service Agreement whether to require removal and return to original state or to absorb the equipment in to current inventory.
Will it be stipulated in the agreement that time/price assessment be re-evaluated in the event that building usage goes up?	Any changes to service agreement levels that exceed the Board approved amount will be brought before Board for approval.
Is it expected for employees working during day hours to stay the entire time or will they be allowed to leave once tasks are completed if finished early?	Airport Authority does not provide guidance on staff scheduling.

1601 East Third Street, Suite 100
San Bernardino, CA 92408
Phone: (909) 382-4100 • FAX: (909) 382-4106

Are you able to provide a copy of the winning RFP from three years ago in accordance to California Government Code Section 6250 et seq., commonly known as the Public Records Act?	Any Public Records Requests must be submitted in writing to the SBIAA Clerk of the Board. http://www.sbiaa.org/public-information-request/

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San Bernardino, CA 92408
Phone: (909) 382-4100 • FAX: (909) 382-4106

Due to the nature in labor shortage, could there be additional time offered for staffing needs by extending the start date passed December 1st? I ask this question because you made mention that the decision would take place around November 24th, which doesn't allow much time to prepare for a December 1st start date, again due to labor shortage and the holidays. I did read that the contractor should have enough staff for this contract, but I figured there may be an exception due to the two concerns.	The expectation is that services will be rendered beginning December 1.
It is noted in the RFP that a price increase can only take place if both parties agree to it. Is mutual agreement also needed for federal/state wage labor increases or can those be passed along as they take place?	Any federal/state labor increases affecting the service contract will be considered and brought to Board for approval, if applicable.
Regularly scheduled services that fall on a nationally recognized holiday are still expected to be fulfilled during the actual holiday. I'd like to confirm that this includes Thanksgiving, Christmas, New Year's Day, etc., correct?	The airport operates daily throughout the year and requires continuous service.
At building 794 control tower, it states main staircase cleaning sweep mopped & polished semiannually. Question: is this bottom stairs all the way to the top of the stairs on all floors?	Yes
DFAS1. Windows clean inside/outside all office windows 2x times per month, which windows are you referring to?	The office windows that are occupied.
Parts/supply mark-up % is referring to what?	Mark-up % on supplies and any materials furnished to complete the agreed upon services which may be audited by SBIAA at their sole discretion and must furnish supporting documentation to support invoiced amounts.

Can we please get maps of the inside of DFAS1	Yes, they are attached herein to the responses packet
To confirm, the contractor is to service the first *and* second floor at DFAS1, correct?	Yes. The occupied portions of DFAS 1, First and Second Floor.

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San Bernardino, CA 92408
Phone: (909) 382-4100 • FAX: (909) 382-4106

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
INLAND VALLEY DEVELOPMENT AGENCY

Addendum # 2

RFP 22-003: Janitorial Cleaning Services
Additional Buildings: Square Footage

General Aviation: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	180 SF

General Aviation (Photos attached herein): (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	120 SF

Building 341: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	400 SF

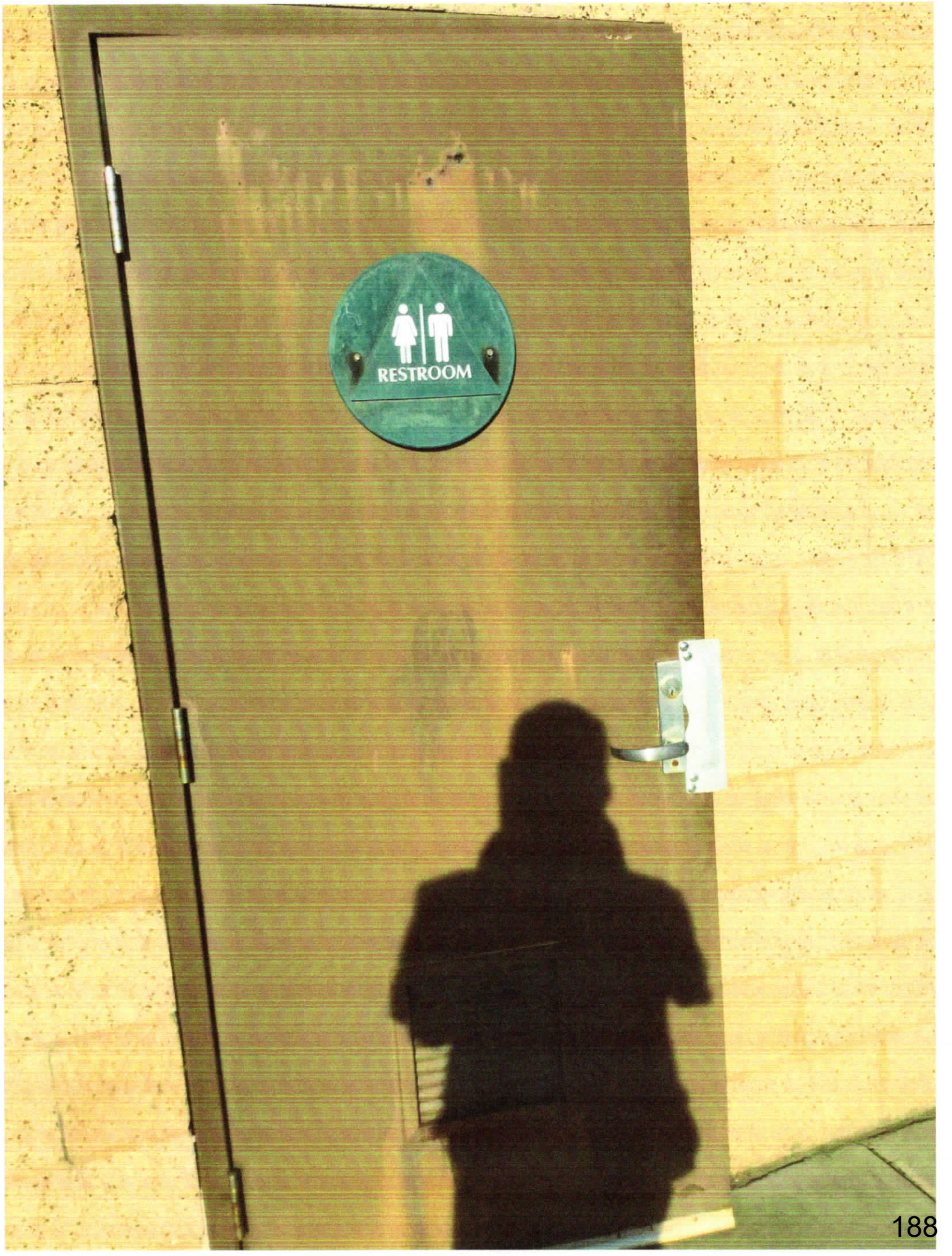
Building 674: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Common Areas, 1st floor	1,462 SF
Common Areas, 2nd floor	320 SF

Building 730: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	260 SF

Building 680: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	48 SF
Office Space	1,300 SF

Cargo Building: (note: all square footage calculations are estimates)	
Location:	**Square Footage:**
Restrooms	100 SF

TMS PLUMBING


RESTROOM

SECTION IV:

Form of Agreement – DO NOT EXECUTE

SERVICES AGREEMENT FOR

"Janitorial Cleaning Services"

This SERVICES AGREEMENT is made and entered into as of the_____day of _____, 20_____, by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**, a California joint powers authority, ("SBIAA"), **INLAND VALLEY DEVELOPMENT AGENCY** ("IVDA"), herein collectively referred to as "AGENCY" and _____("CONTRACTOR").

Upon the following terms and conditions of this Agreement, the SBIAA desires to retain CONTRACTOR to perform the following:

1. PROFESSIONAL SERVICES.

CONTRACTOR will provide usual and customary professional services, as authorized and required by the AGENCY under the terms and conditions of this Agreement and RFP 22-003 which lists the required specifications. In the event of conflict of terms between RFP 22-003 and this Agreement, the terms of this Agreement will govern. CONTRACTOR'S services will commence on the start date and will terminate pursuant to the terms of this Agreement.

2. INVOICING AND PAYMENT

As sole compensation for the performance of the services, the AGENCY will pay CONTRACTOR for the tasks stated in the attached RFP of this Agreement, on a not to exceed basis of $_____ for services rendered as specified in the RFP. AGENCY may at its option require additional services from the CONTRACTOR payable at the rate(s) set forth in the RFP. AGENCY will pay the CONTRACTOR in accordance with the terms specified in the RFP.

3. TERM

This Agreement shall remain in effect for a period of three years ending on June 30, 2024. Either party may terminate this Agreement upon a 60-day notice to the other party for any reason or no reason. AGENCY may terminate this Agreement upon a 30-day notice to Contractor with cause. In the event the AGENCY terminates this Agreement, CONTRACTOR shall cease all work immediately after receiving notice from AGENCY unless otherwise advised by AGENCY and shall notify AGENCY of all costs incurred up to such termination date.

4. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and is not an agent or employee of, and has no authority to bind, AGENCY by contract or otherwise. CONTRACTOR will perform the contracted services under the general direction of AGENCY, but CONTRACTOR will determine, in CONTRACTOR's sole discretion, the manner and means by which such services are accomplished, subject to the requirement that CONTRACTOR shall at all times comply with applicable law, and CONTRACTOR shall perform and complete the work in a "good and workman-like manner".

5. REPRESENTATIONS

CONTRACTOR represents that its services hereunder will be of a professional quality conforming to generally accepted industry standards and practices.

6. INDEMNIFICATION BY CONTRACTOR

CONTRACTOR will indemnify AGENCY against liability for any action by a third party that is based on and to the extent caused by any negligent act or omission or willful misconduct of CONTRACTOR which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) any violation of any applicable statute, ordinance, or regulation.

When the law establishes a professional standard of care for CONTRACTOR's services, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect and hold harmless AGENCY and any of its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or sub- contractors (or any other entity or individual for whom CONTRACTOR shall bear the legal liability) in the performance of professional services under this Agreement.

7. INSURANCE REQUIREMENT

CONTRACTOR shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to AGENCY, unless waived, in writing, by the Executive Director.

Commercial general liability insurance including a contractual liability endorsement in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

Business automobile liability insurance in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

Worker's compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.

CONTRACTOR shall, prior to performance of any services, file with the AGENCY a certificate of insurance, on a AGENCY-approved form, certifying that the above insurance coverages shall remain in effect at all times during the term of this Agreement, or any extension thereof.

The Authority shall be named as an additional insured on all insurance policies as required to be maintained by the Contractor pursuant to this Contract. **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY/ INLAND VALLEY DEVELOPMENT AGENCY – 1601 East Third Street, San Bernardino, CA 92408**

CONTRACTOR agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A-7 or better and shall bear endorsements providing that the policies may not be canceled or modified without thirty (30) days' prior written notice to SBIAA's Executive Director. AGENCY shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

CONTRACTOR agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name AGENCY, AGENCIES Board of Directors, officers and employees as additional insured and to provide that the coverages provided to AGENCY shall be primary and not contributing to or in excess of any existing AGENCY insurance coverages.

All insurance standards applicable to CONTRACTOR shall also be applicable to CONTRACTOR's sub-contractors, if any. CONTRACTOR agrees to maintain appropriate agreements with sub-contractors and to provide proper evidence of coverage upon receipt of a written request from the AGENCY Clerk.

8. GOVERNING LAW/VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Bernardino, or in the United States District Court, Central District of California.

9. NOTICE

All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the addresses listed below:

i. AGENCY:
Mike Burrows, Chief Executive Officer
1601 E. Third Street, San Bernardino, CA 92408.

j. CONTRACTOR:

_____

_____

10. SEVERABILITY

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11. ASSIGNMENT

CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties under this Agreement without the prior written consent of the AGENCY. Any attempted assigned or delegation without such consent will be void.

12. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

13. 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.

B. 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.

C. 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.

D. 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.

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

IN WITNESS WHEREOF, the parties hereto have executed the **SERVICES AGREEMENT** as of the date set forth in the first paragraph hereof.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY	CONTRACTOR
_____	_____
Mike Burrows, SBIAA Chief Executive Officer	CONTRACTOR NAME & TITLE

DO NOT EXECUTE

SECTION V:

PROPOSAL CONTENT AND FORMS

A. PROPOSAL FORMAT AND CONTENT

1. Presentation

Proposals shall be typed, single-sided and submitted on 8-1/2" x 11" size paper, and bound with one staple. **Any other means of binding is highly discouraged.** Proposals should not include any plastic or oversized covers or binders, nor any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested.

Contractor shall ensure that the following **are included** in the proposal:

a. Company Information Sheet (Exhibit B) - identification of Contractor, including: name, address, phone, fax & e-mail addresses; type of legal entity such as Corporation and state in which incorporated, partnership, LLC, etc.; number of years in business under present business name; and any related prior business names.

b. Proposed working relationship between Contractor and subcontractors, if applicable;

c. Include all RFP addenda with Proposal, if any;

d. Name, title, address, email and telephone number of Contractor's contact person during period of proposal evaluation and of the contact representative during the term of the agreement;

e. A completed W-9 Request for Taxpayer Identification Number & Certification;

f. A completed Proposal Checklist

g. The completed Statement of Certification section; and

h. Signature of a person authorized to bind Contractor to the terms of the proposal.

2. Technical Proposal

a. Qualifications, Related Experience and References

This section of the proposal should establish the ability of the Contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; educational qualifications; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

b. **Fee Proposal**

Contractor shall complete and sign the Bid Sheet on Exhibit A (2 pages) in its entirety and include in proposal.

c. **Form of Agreement**

Contractor shall provide a copy of their proposed Agreement showing all proposed terms and conditions. Such Agreement shall form a portion of the criteria upon which award will be based. The successful Contractor shall be required to execute the Agreement in Section VI, Form of Agreement.

B. COST AND PRICE FORMS

Contractor shall complete the Price Form, Bid Sheet and Supply list in its entirety including: 1) all monthly service costs, supply cost and total price; 2) basis on which prices are quoted; and 3) Contractor's identification information including a binding signature.

C. NON-COLLUSION AFFIDAVIT

Contractor shall complete and sign the Non-Collusion affidavit and submit with the proposal.

ADDITIONAL CONTRACTOR SPECIFICATIONS/REQUIREMENTS:

Labor Rate Definition

For the purposes of this agreement:

- An hourly labor rate shall consist of one (1) crew;
- One crew shall be defined as: two (2) workers and shall include cost for all tools, equipment, vehicles, mobilization, taxes, insurance, and all other incidental costs involved to perform all services necessary;
- Hourly labor rates shall exclude parts, materials and all other components supplemental to aforementioned crew definition.

Labor Rate and Fee Categories

For the purposes of this agreement, labor rates are divided into the following fee categories and shall be identified in the Bid Sheet per the following definitions: **All rates shall be hourly.**

- **Normal rate:**

  Shall be defined as the Monday through Friday hours between 6 A.M. and 5 P.M.;

- **After-hour rate:**

  Shall be defined as the Monday through Friday hours between 5 P.M. and 6 A.M.;

- **Weekend rate:**

  Shall be defined as weekend hours commencing on Saturdays at 6 A.M. and ending on Mondays at 6 A.M.;

- **Holiday rate**:

  Shall apply to the following recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;

- **Emergency service call charge:**

  Applicable for emergency calls requiring a response within three (3) hours of notification;

- **Additional Labor Cost:**

  Shall apply for each additional worker required to perform services necessary in addition to the crew defined above.

Response Times and Contractor Availability:

- Contractor shall be available to respond 24 hours per day;
- During normal business, after-hours, weekends and holidays, contractor shall be available to respond within a 24 hour time period from initial AGENCY notification;

During emergency service calls, contractor shall be available to respond within a 3-hour time period from the initial AGENCY notification.

IVDA/SBIAA

TABULATION OF BIDS

Bid: RFP 2022-003: Janitorial Cleaning Services
Due Date: 11/05/2021 @ 2:00 PM

Number of Bids Sent: 6 Number of Job Walk Attendees: 5 Number of Bids Received: 1

VENDOR:	C & A Janitorial Services
PHONE:	909-890-1262
CONTACT:	Clifford Goodloe

ITEM	SBIAA Location	Year One Total:	Year Two Total:	Year Three Total:
001	Domestic Terminal	$61,160.00	$61,160.00	$66,045.00
002	Rental Trailer	$4,700.00	$4,900.00	$5,980.00
003	IAF	$32,876.00	$35,016.00	$36,756.00
004	Domestic Terminal Parking Lot	$3,420.00	$3,420.00	$3,780.00
005	Hangar 341	$6,660.00	$6,984.00	$7,592.00
006	Hanger 674	$12,980.00	$14,536.00	$16,160.00
007	Building 674	$3,120.00	$3,420.00	$3,780.00
008	Building 680-Fire Station	$12,680.00	$13,304.00	$13,956.00
009	Maintenance Bldg 730	$10,880.00	$11,832.00	$13,180.00
010	Building 759	$16,248.00	$16,956.00	$17,740.00
011	Control Tower 794	$14,950.00	$15,994.00	$16,726.00
012	Cargo Building	$8,040.00	$8,820.00	$9,060.00
013	Hangar 763	$41,920.00	$43,228.00	$46,328.00
014	General Aviation Hangar	$7,760.00	$7,760.00	$8,896.00
015	Luxivair	$73,120.00	$76,660.00	$79,560.00
016	Fuel Farm	$3,810.00	$4,110.00	$4,595.00
ITEM	**IVDA Location**	**Year One Total:**	**Year Two Total:**	**Year Three Total:**
017	Building 48	$51,804.00	$54,540.00	$57,040.00
018	DFAS 1	$72,741.00	$77,805.00	$80,277.00
	SBIAA Total Service Cost:	*$314,324.00*	*$328,100.00*	*$350,134.00*
	IVDA Total Service Cost:	*$124,545.00*	*$132,345.00*	*$137,317.00*
	SBIAA 3 Year Contract Total:	**$992,558.00**		
	IVDA 3 Year Contract Total:	**$394,207.00**		

Total Misc. Cost: Years 1-5	Hourly Cost:	Hours per Year:	Total:
Non-routine service	$ 48.00	200	$ 9,600.00
After-hours	$ 55.00	200	$ 11,000.00
Weekend On-call	$ 65.00	200	$ 13,000.00
Holiday On-Call	$ 85.00	200	$ 17,000.00
Emergency Call-Out	$ 90.00	200	$ 18,000.00

Supply Items	Price	Qty 5/month	Total per year
Multi-fold paper towels	$ 39.71	$ 198.55	$ 2,382.60
Roll Towel, 600'. 12 roll/case	$ 48.28	$ 241.40	$ 2,896.80

2-ply toilet paper, 96 roll/case	$	65.00	$	325.00	$	3,900.00
Liquid hand soap, 4gal	$	35.00	$	175.00	$	2,100.00
Bathroom deoderant refills	$	62.08	$	310.40	$	3,724.80
Trash can liners 24x32, 1,000/case	$	38.00	$	190.00	$	2,280.00
Trash can liners 40x48, 250/case	$	42.55	$	212.75	$	2,553.00
Toilet seat covers 5,000/case	$	48.00	$	240.00	$	2,880.00
Flat Urinal mat, 12/pack	$	38.00	$	190.00	$	2,280.00
Soap Dispensers	$	38.64	ea		$	38.64
Towel Dispensers	$	49.20	ea		$	49.20

From:	Clifford Goodloe
To:	Shauntil Martinez
Subject:	Corrected grand totals
Date:	Tuesday, November 16, 2021 9:29:05 AM

Clifford Goodloe Service Manager

C & A Janitorial Services
703 S. Gifford Ave., Suite 215
San Bernardino, CA 92408

Cell: (951)634-9300
Phone: (909)890-1262
Fax: (909)890-1327

Hi Shauntil,

There was a clerical error on our end and the grand totals that were incorrect have since been corrected. the following grand totals are as follows.

bid sheet 1: year1: $98,736.00 year 2:$101,076.00 year 3: $108,781.00
bid sheet 2: year1: 76,930.00 year 2: 80,770.00 year: 84,155.00
bid sheet 4: year 3: 27,532.00
bid sheet 6 : year 1: 64,910.00 year 2: 68,042.00 year 3: 72,114.00
bid sheet 8: year 1: 124,545.00 year 2: 132,345.00 year 3: 137,317.00

Sincerely,

Cliff Goodloe

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
[C&A JANITORIAL CLEANING SERVICES]

This Amendment No. 1 to the Agreement for Professional Services is entered into and shall be effective as of the 1st day of March 2022, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and C&A JANTORIAL CLEANING SERVICES, ("CONTRACTOR").

I. RECITALS

A. The SBIAA and CONTRACTOR entered into that certain Agreement for Professional Services to provide usual and customary professional services, as authorized and required by the SBIAA under the terms and conditions of this Agreement and RFP 22-003 which lists the required specifications. In the event of conflict of terms between RFP 22-003 and this Agreement, the terms of this Agreement will govern. CONTRACTOR'S services will commence on the start date and will terminate pursuant to the terms of this Agreement, as of December 1, ~~2022~~ 2021 ("Agreement");

B. The SBIAA and CONTRACTOR desire to amend the terms of the Agreement as described herein and considered as Amendment No. 1.

II. AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBIAA and CONTRACTOR agree as follows:

1. Additional office space has been acquired at Building 759 for the SBIAA UAS Drone Training Center. CONTRACTOR is to include janitorial cleaning services for the additional office space as per the attached cleaning schedule (attachment "A"). This will incur the following for the remaining term of the agreement: an additional $425 per month through year (1) one, $476 per month for year (2) two, and $533 per month for year (3)three (see attachment "B").

III. MISCELLANEOUS PROVISIONS

1. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Agreement.

2. Except as amended hereby, all of the terms and provisions of the Agreement are hereby reaffirmed and remain in full force and effect. The terms and provisions of this Amendment No. 1 shall control over any inconsistent or conflicting provisions of the Agreement.

///

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by the authorized signatures of the officers of each of them as of the date first referenced above.

SBIAA
San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

Date: 4-27-22

CONTRACTOR
C&A Janitorial Cleaning Services

By: _____
Authorized Representative

Date: 04/19/2022

ATTEST:

_____
Jennifer Farris,
Assistant Secretary of the Commission

Date: 4/27/2022

LEGAL COUNSEL:

_____
Scott E. Huber, Partner
Cole Huber LLP

Date: 4/21/2022

Attachment "A"
Cleaning Schedule 2022

Building 759-UAS DRONE TRAINING OFFICE SPACE										
Location of Service: Main Entry, All Common Areas, offices & Kitchen Area										
Service Type: DUSTING & DETAILING	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and clean interior wall décor				X						
Spot clean doors, frames, walls, switches, vents, and light fixtures				X						
Wipe stainless, floors thresholds, lights, control switches, and door handles				X						
Wipe down chairs and arm rests (fingerprints, smudges)				X						
Vacuum dust and dirt accumulation from air vents (mechanical lift may be needed)*				X						
Service Type: CARPET AREAS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Vacuum all carpeted areas				X						
Desks vacuumed around, underneath and in corners				X						
Chairs and cans removed during vacuuming				X						
Deep Vacuuming - spot removal (will request if needed)										
Shampoo carpet to remove stains using natural chemicals (will request if needed)										
Service Type: HARD SURFACE FLOORS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Dust and damp mop				X						
Spot clean hard floors				X						
Please adhere to the cleaning specifications provided to you from the										
VTC floor company*										
Service Type: TRASH	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
All trash cans emptied - Internal cans and exterior bins				X						
Liners replaced as needed				X						
Cans and bins returned to proper location				X						
Cans and bins wiped clean				X						
Trash removed and dumped in appropriate dumpster				X						
Service Type: KITCHEN AREA/BREAKROOM	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Wipe down counters				X						
Clean/wipe down interior refrigerator/freezer				X						
Sweep/mop floors				X						

Empty Trash				X						
Wipe Down Appliances				X						
Wipe down counter tops and sink, clean microwave, exterior of refrigerator. Client responsible for dishes.				X						
Service Type: WINDOWS	**M**	**T**	**W**	**Th**	**F**	**S**	**Su**	**D**	**M**	**Q**
Interior perimeter windows cleaned (conference room window/walls)				X						
Clean inside/outside all office windows				X						
Clean all interior/exterior door frames and window walls				X						
Exterior windows cleaned				X						

Attachment "B"

Amendment No. 1

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Four

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

Building 759: SBIAA UAS Drone Training Center Office Space

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Monthly Services Total (see scope of service for included services)	$ 425.00	$ 476.00	$ 533.00
GRAND TOTALS:	$ 5,100.00	$ 5,712.00	$ 6,396.00

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
[C&A JANITORIAL CLEANING SERVICES]

This Amendment No. 2 to the Agreement for Professional Services is entered into and shall be effective as of the 1st day of August 2022, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq. ("SBIAA"), and C&A JANTORIAL CLEANING SERVICES, ("CONTRACTOR").

I. RECITALS

A. The SBIAA and CONTRACTOR entered into that certain Agreement for Professional Services to provide usual and customary professional services, as authorized and required by the SBIAA under the terms and conditions of this Agreement and RFP 22-003 which lists the required specifications. In the event of conflict of terms between RFP 22-003 and this Agreement, the terms of this Agreement will govern. CONTRACTOR'S services will commence on the start date and will terminate pursuant to the terms of this Agreement, as of December 1, 2021 ("Agreement");

B. The SBIAA and CONTRACTOR desire to amend the terms of the Agreement as described herein and considered as Amendment No. 2.

II. AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBIAA and CONTRACTOR agree as follows:

1. With new airline passenger services, the Domestic Terminal now requires additional janitorial cleaning services to keep up with the daily demand of travelers passing through the Terminal. CONTRACTOR is to include janitorial cleaning services for the additional areas and increased time at the Domestic Terminal as per the attached Bid Sheet (Exhibit "A"). This will incur an additional **Sixty-two thousand, Three-hundred two Dollars, ($62,302.00) for year two, and Sixty-five Thousand, Two-hundred Thirteen Dollars ($65,213.00)** for year three, through the remaining term of the agreement. This is subject to change should the need to increase services due to any additional airline passenger services and/or continued airport growth and expansion arise.

2. The attached Bid Sheet (Exhibit "A") will also include additional fees to clean a Pet Relief area inside the Terminal to accommodate passengers that might bring their pet companion while traveling. These services will be on an as-needed basis at the rate of **Ninety Dollars ($90.00)** per occurrence.

III. MISCELLANEOUS PROVISIONS

1. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Agreement.

2. Except as amended hereby, all of the terms and provisions of the Agreement are hereby reaffirmed and remain in full force and effect. The terms and provisions of this Amendment No. 1 shall control over any inconsistent or conflicting provisions of the Agreement.

///[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by the authorized signatures of the officers of each of them as of the date first referenced above.

SBIAA
San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

Date: 3-2-23

CONTRACTOR
C&A Janitorial Cleaning Services

By: _____
Authorized Representative

Date: 03-01-2023

ATTEST:

_____
Jennifer Farris,
Assistant Secretary of the Commission

Date: _____

Amendment No. 2

EXHIBIT "A"
RFP 22-003: Janitorial Cleaning Services

Bid Sheet Five

The Contractor has carefully checked all figures and understands that the SBIAA will not be responsible for any errors or omission on the part of the Contractor in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the RFP as follows:

Locations: Domestic Terminal & Pet Relief Area

SERVICE DESCRIPTION	Year One (2021/2022)	Year Two (2022/2023)	Year Three (2023/2024)
Terminal, including outside walkway area and parking lot area	$	$ 62,302.00	$ 65,213.00
GRAND TOTALS:	**$**	**$** 62,302.00	**$** 65,213.00

As needed, per service fee schedule: (subject to change*)

Terminal Pet Relief Area: $ 90.00 per occurrence

IVDA FY24-25 CONTRACTED/SCHEDULED SERVICES

LOCATION	SERVICE	AMOUNT		TOTAL
BLDG 48	Monthly cleaning	$3,629.00	$43,548.00	
BLDG 48	Quarterly cleaning	$3,248.00	$12,992.00	$57,040.00
BLDG 48	Annual cleaning	$500.00	$500.00	
DFAS	Monthly cleaning	$5,366.00	$64,392.00	
DFAS	Quarterly cleaning	$3,890.00	$15,560.00	$80,277.00
DFAS	Annual cleaning	$325.00	$325.00	
			Totals	**$137,317.00**

Estimates for unplanned services and supplies:	
48 Total:	$7,000.00
DFAS total:	$14,000.00
TOTAL:	**$21,000.00**

SBIAA FY24-25 CONTRACTED/SCHEDULED SERVICES

LOCATION	Monthly service	Monthly Total	Quarterly Service	Quarterly Total	Annual Service	TOTAL
Hangar 763	$3,034.00	$36,408.00	$2,480.00	$9,920.00	$0.00	$46,328.00
Building 680 (fire station)	$919.00	$11,028.00	$732.00	$2,928.00	$0.00	$13,956.00
Hangar 341 Restrooms	$481.00	$5,772.00	$455.00	$1,820.00	$0.00	$7,592.00
GA Hangar restrooms	$633.00	$7,596.00	$325.00	$1,300.00	$0.00	$8,896.00
Terminal	$2,915.00	$34,980.00	$7,200.00	$28,800.00	$2,265.00	$66,045.00
Luxivair	$5,255.00	$63,060.00	$4,125.00	$16,500.00	$0.00	$79,560.00
Fuel Farm	$270.00	$3,240.00	$210.00	$840.00	$515.00	$4,595.00
Hangar 674	$795.00	$9,540.00	$1,655.00	$6,620.00	$0.00	$16,160.00
Building 674 restrooms	$265.00	$3,180.00	$150.00	$600.00	$910.00	$4,690.00
Control Tower 794	$998.00	$11,976.00	$960.00	$3,840.00	$0.00	$15,816.00
Building 759	$1,180.00	$14,160.00	$895.00	$3,580.00	$0.00	$17,740.00
Building 730 (maintenance)	$795.00	$9,540.00	$910.00	$3,640.00	$0.00	$13,180.00
IAF	$2,255.00	$27,060.00	$2,424.00	$9,696.00	$0.00	$36,756.00
Cargo Building	$525.00	$6,300.00	$690.00	$2,760.00	$0.00	$9,060.00
Rental Car Trailer	$415.00	$4,980.00	$250.00	$1,000.00	$0.00	$5,980.00
Terminal Car Rental Booth /parking	$315.00	$3,780.00	$0.00	$0.00	$0.00	$3,780.00
Building 759-office space (UAS)	$533.00	$6,396.00	$0.00	$0.00	$0.00	$6,396.00
Additional cleaning needed at Term	$5,434.42	$65,213.04	$0.00	$0.00	$0.00	$65,213.04
Terminal Pet Relief area $90/Occurrence		$900.00	$0.00	$0.00	$0.00	$900.00
					Totals	**$422,643.04**

Estimates for unplanned services and supplies:		
Terminal	$15,000.00	
FBO	$5,700.00	
Properties	$8,900.00	
MX	$1,600.00	
TOTAL:	**$31,200.00**	
8000 unscheduled	7000 supplies	$15,000.00
700 unscheduled	5000 supplies	$5,700.00
3150 unscheduled	5750 supplies	$8,900.00
400 unscheduled	1200 supplies	$1,600.00

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 11** **PRESENTER: Wendy McConaughey, FBO Manager**

SUBJECT: APPROVE NUCKLES OIL COMPANY, INC. DBA MERIT OIL COMPANY AS THE SERVICE PROVIDER OF GASOLINE AND RED–DYE DIESEL IN AN AMOUNT NOT TO EXCEED $310,000 DURING THE 2024-2025 FISCAL YEAR

SUMMARY

Approval of this item would authorize the purchase of gasoline and red–dye diesel fuels for Fiscal Year (FY) 2024-2025 from Merit Oil Company to support a variety of airport vehicles and ground support equipment.

RECOMMENDED ACTION(S)

Approve Nuckles Oil Company, Inc. dba Merit Oil Company as the service provider of gasoline and red–dye diesel during the FY 2024-2025 in an amount not to exceed $310,000; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for non-aviation fuel purchases was included in the San Bernardino International Airport Authority (SBIAA) FY 2024-2025 Budget in the Luxivair SBD Department, Account 56002–Fuels and Lubricants in the amount of $353,500, of which $310,000 is allocated for fuel and lubricants purchases.

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

BACKGROUND INFORMATION

Gasoline and red–dye diesel is utilized to support the daily operations of Luxivair SBD. These non–aviation fuels are used for fuel trucks, Aircraft Rescue and Fire Fighting trucks, and ground support equipment. Merit Oil Company is the current gasoline and red–dye diesel provider for other departments in the San Bernardino International Airport and provides fuel storage tanks at no additional cost.

Staff conducted a market survey, contacting three (3) fuel providers in July of 2024 to obtain per gallon pricing.

1) Merit Oil:	Gasoline:	($3.270)
	Red Dyed Diesel:	($3.400)
	Average:	($3.335)
2) Site Fuel USA:	Gasoline:	($3.810)
	Red Dyed Diesel:	($3.830)
	Average:	($3.820)
3) Moffit Services:	{Declined to Quote}	

Merit Oil Company is the lowest cost supplier of both red–dye diesel and gasoline. Staff recommends that the Commission approve the above recommended action.

Attachments:

1. None

TO: San Bernardino International Airport Authority Commission

DATE: August 28, 2024

ITEM NO: 12

PRESENTER: Darrell Hale, Property Manager

SUBJECT: APPROVE A LEASE AGREEMENT WITH ALOFT AVIATION SERVICES, LLC FOR HANGAR 333

SUMMARY

The proposed lease with Aloft Aviation Services, LLC (Aloft) would include approximately 21,380 square feet of Hangar No. 333 located at 3005 East "U" Street, San Bernardino in the general aviation area on the northeast portion of the San Bernardino International Airport. Aloft is an FAA Part-135 private air carrier with operations in South Carolina. This agreement would facilitate Aloft's operations and expand the company's presence at SBD.

RECOMMENDED ACTION(S)

Approve a lease agreement with Aloft Aviation Services, LLC (Aloft) for Hangar No. 333; and authorize the Chief Executive Officer to execute all related documents, subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

Approval of this item will result in a $52,186.70 increase in estimated net revenues for Fiscal Year 2024-25. The adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-25 budget in the Property Management Fund, Account 41700 - Lease Revenue in the amount of $12,771,717 will increase by $52,186.70 to $12,823,903.70.

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

BACKGROUND INFORMATION

Aloft Aviation Services, LLC, a South Carolina limited liability company (Aloft), has been storing aircraft at the San Bernardino International Airport as a subtenant of Executive Jet Maintenance since 2024. Aloft has been interested in leasing former Norton Air Force Base Hangar No. 333 located at 3005 East "U" Street, San Bernardino, CA 92408 on the northeast portion of the San Bernardino International Airport. Hangar No. 333 had been formerly occupied by Unical Aviation, which lease has now been terminated as of its own terms and conditions.

As an FAA Part-135 and Part-145 certificated company, Aloft specializes in aircraft charter operations and is seeking to occupy Hangar No. 333 to support its continued growth. Currently based in Spartanburg, South Carolina, the new lease would mark the company's west coast expansion. As a condition precedent to execution of the lease, the company would be required to make appropriate filings with the State of California and obtain a business license from the City of San Bernardino.

Principal proposed lease terms and conditions by and between SBIAA and Aloft are as follows:

- Commencement Date: September 1, 2024
- Premises: approximately 21,380 square feet of hangar space
- Aircraft Ramp and Apron: approximately 44,838 square feet
- Lease Term: Five (5)-years, with one (5) year option to extend
- Three percent (3%) annual rent escalations
- Security Deposit: One (1) month's rent upon execution of Lease
- Monthly lease revenue of $8,552.00 per month ($102,624.00 annually); estimated net monthly net rent after improvement offset would be $5,218.67 ($62,624.00 annually).
- Aloft to maintain all portions of the premises and pay all applicable utility usage charges.
- Aloft will complete at its own cost and expense certain tenant and building improvements including: restroom upgrades, roof repairs, hangar floor repair and painting, hangar door repairs, LED lighting upgrades, exterior apron repairs and seal coating.
- Tenant Improvements to be amortized and offset over the intitial term based on actual verified costs in an amount not to exceed $200,000.
- Aloft to pay all applicable possessory interest taxes and maintain commercial general liability and hangar keepers insurance coverage naming SBIAA as an additional insured
- Aloft will maintain an active certificate durng the term prusuant to Title 14 of the Code of Federal Regulations (14 CFR) Part-135 and Part-145.
- Aloft to comply with all applicable laws, Airport, FAA, and TSA rules and regulations.

Staff recommends the Commission approve the recommended action as set forth above.

Attachments:

1. Site Map
2. Form of Lease

H333
Apron
Improvement
Taxilane
Google Earth
200 ft
N

AIRPORT LEASE NO. _

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

HANGAR 333 LEASE AGREEMENT

Between

San Bernardino International Airport Authority

a California Joint Powers Authority, as Lessor

and

ALOFT AVIATION SERVICES, LLC as Lessee

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of Stptember 1, 2024, by and between the San Bernardino International Airport Authority, a California joint powers authority existing and acting pursuant to Government Code Sections 6500, et seq. (the "Authority"), and the Lessee identified below.

Authority is the owner of that certain building and improvements identified as Hangar No. 333 and adjacent ramp area (the "Building") located at the San Bernardino International Airport and identified on Exhibits "A-1 & A-2" attached hereto.

Authority hereby agrees to lease Hangar No. 333 and adjacent ramp area described below as the "Demised Premises" to Lessee and Lessee hereby agrees to leases the Premises from Authority on the terms and conditions contained in the Basic Provisions and the General Provisions set forth below.

BASIC PROVISIONS

1. **Lessee**: Aloft Aviation Services, LLC, a limited liability company

2. **Lessee's Address**: 3005 "U" Street, San Bernardino, CA 92408

3. **Demised Premises**: Approximately 21,380 square feet of Hangar No. 333 located at 3005 East "U" Street, San Bernardino in the general aviation area on the northeast portion of the San Bernardino International Airport depicted on Exhibit "A-1 & A-2" attached hereto.

4. **Term**: The initial term of this Lease shall commence on September 1, 2024, and expires on August 31, 2029 ("Expiration Date").

5. **Extended Term**: Lessee shall have one (1), two (2)-year option to extend the Term of this Lease ("Extended Term") subject to the terms and conditions contained in **Section 3.02** of the General Provisions.

6. **Base Rent**: The base monthly rent payable under this Lease shall be $8,552.00 per month* ("Base Rent") for the first year of this Lease, payable in advance on the first day of each month The Base Rent payable hereunder shall be subject to adjustment as provided in Section 4.01 of the General Provisions.
* See Rent Schedule

7. **Additional Rent**: None

8. **Parking Spaces**: Lessee shall have the non-exclusive right to use vehicle parking spaces sufficient for its employees and invitees located on the south side of Hangar 333 see Exhibit "A-1".

9. **Triple Net Lease**: This is a triple net (NNN) lease, and all expenses related to possessory interest taxes, building insurance, and building maintenance are to be paid by Lessee, as outlined in this Agreement.

10. RESERVED

11. RESERVED

12. **Security Deposit**: Lessee deposited with Authority a security deposit in the amount of Eight Thousand Five Hundred and Fifty-Two Dollars and 00/100 Dollars ($8,552.00), which shall be held by Authority in accordance with the terms of Section 10.01 of the General Provisions.

13. **Use of Demised Premises**: Lessee shall use and occupy the Demised Premises for the following purpose, and for no other purpose without the prior written consent of Authority: Aircraft Charter Station certified by the FAA under Title 14, Part 145 of the Code of Federal Regulations, aircraft storage, and uses incidental thereto.

14. **Lease Improvements -** Authority shall have no obligation to construct any improvements to the Premises. Lessee will complete at its own cost and expense certain tenant and building improvements including restroom upgrades, roof repairs, hangar floor repair and painting, hangar door repairs, LED lighting upgrades, exterior apron repairs and seal coating, see Exhibit "D" Lessee Improvements.

15. **Authority*'s* Address**: 1601 East Third Street, Suite 100
San Bernardino, CA 92048
ATTN: Chief Executive Officer

GENERAL PROVISIONS

ARTICLE I
DEFINITIONS

1.01 [Reserved]

1.02 "Aircraft Operations" shall mean all aircraft movements and operations at the Airport that are conducted by Lessee, its sublessees, licensees, invitees, and guests or are for the benefit of Lessee, its sublessees, licensees, invitees, and guests and other parties conducting business with Lessee, its sublessees, licensees, invitees, and guests.

1.03 "Airfield Area" shall mean: (i) existing runways, (ii) existing taxiways, (iii) existing ramp and apron areas, (iv) any additions or extensions to existing runways, taxiways, ramp and apron areas following the date of this Lease, and (v) any facilities provided by the Authority at the Airport for public and common use by aircraft operators, servicers and others in connection with the landing and taking off of aircraft or in connection with operations authorized by the Authority to be performed upon the runways, taxiways and ramp and apron areas; but, only as and to the extent that the areas described in (i) through (v) are from time to time provided by the Authority at the Airport for public and common use by aircraft operators, servicers and others, pursuant to the Airport Rules and Regulations. The existing Airfield Area is depicted on Exhibit "C" attached to this Lease.

1.04 "Air Force" means and refers to the United States Air Force. The Air Force is the grantor under the Quitclaim Deed and reserves certain interests in the Airport, including the Demised Premises, pursuant to the Federal Property and Administration Services Act of 1949, as amended, and CERCLA.

1.05 "Airport" means the San Bernardino International Airport including, without limitation, the Airfield Area, aircraft maintenance facilities, terminal, hangar and cargo buildings, parking areas, Airport Roadway Area, and other infrastructure and related improvements whether owned or operated by the Authority or other parties.

1.06 "Airport Fee Schedule" means the rates, fees, and charges for the use of the Airport or Airfield Area, which are from time to time adopted or amended by the Authority.

1.07 "Airport Roadway Area" means those certain areas and facilities within the Airport (excluding the Demised Premises and the Airfield Area) over and upon which Lessee shall have a non-exclusive right (together with the Authority, and all other persons authorized by the Authority) of pedestrian and motor vehicle ingress to and egress from the Demised Premises to the system of public streets adjacent to the Airport.

1.08 "Airport Rules and Regulations" means the rules and regulations adopted by the Authority, including the standards, applicable to the use and operation of the Airport as an FAA Part 139 compliant airport, as amended and in effect from time to time. A copy of the current Airport Rules and Regulations is attached to this Lease as Exhibit "F". The Airport Rules and Regulations shall be applied equally to all occupants of the Airport and may be amended changed or modified, from time to time, in the sole discretion of the Authority, or if the Authority delegates the power to adopt or amend the Airport Rules and Regulations to a non-governmental entity in the reasonable discretion of any such entity.

1.09 "Authority" shall mean the San Bernardino International Airport Authority, a California joint powers authority existing and acting pursuant to Government Code Sections 6500, et seq., or any successor entity.

1.10 "Authority Financing" shall mean any loan, bond financing, sale and lease back or other arrangement whether in the form of traditional municipal financing or other conventional financing arrangement pursuant to which the Authority raises money accompanied by a grant of a lien or a transfer of interest, including title to the Airport or any portion thereof without regard to what use the Authority makes of the money raised.

1.11 "Base Rent" shall mean the rent, exclusive of other charges, as from time to time adjusted, as provided in Section 6 of the Basic Provisions.

1.12 "CERCLA" means and refers to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq).

1.13 "Commencement Date" shall be the date specified in Section 4 of the Basic Provisions.

1.14 RESERVED. 1.15 "Demised Premises" shall mean the premises generally described in Section 3 of the Basic Provisions.

1.16 "Environmental Laws" means and refers to all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Demised Premises), occupational or environmental conditions on, under, or about the Demised Premises, as may be amended or modified, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.]; the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC Section 25288 et seq.]; the California Hazardous Substances Account Act [H&SC Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC Section 24249.5 et seq.]; the Porter Cologne Water Quality Act [Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to the environment, occupational health or industrial hygiene, to the extent the environmental, occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Demised Premises, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.17 "Environmental Matters" means and refers to any or all of the following: (1) Any presence of Hazardous Substances on the Demised Premises or on, in, under or affecting all or any portion of any property adjacent or proximate to the Demised Premises, if the presence of such Hazardous Substances results from the activities of Lessee; (2) Any storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substances on the Demised Premises by Lessee; (3) Any violation of law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by Lessee, relating to or governing in any way Hazardous Substances, occurring on the Demised Premises; (4) The failure of Lessee to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with their activities on the Demised Premises; (5) The implementation and enforcement by Lessee of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge by any Lessee Parties of Hazardous Substances on the Demised Premises or in the air, any body of water, any other public domain or any property adjacent or proximate to the Demised Premises; (6) Any failure of Lessee in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Substances stored or generated on the Demised Premises by any Lessee Parties; and (7) Any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental authority in

connection with any Hazardous Substances or violation of any Environmental Law occurring or allegedly occurring as a result of the activities of Lessee.

1.18 "Chief Executive Officer" means the Chief Executive Officer of the Authority or any successor in function having jurisdiction over the management, operation and control of the Airport or any authorized representative of any of the foregoing.

1.19 "FAA" refers to the Federal Aviation Administration.

1.20 "FAA Rules and Regulations" refers to all statutes, codes, laws, rules, regulations, orders, acts and other regulatory actions of the United States, whether or not promulgated by the FAA, relating in any way to air transportation, airports, aircraft and businesses related thereto, that the FAA is authorized to enforce.

1.21 "Building" shall mean the building generally described as Building No. 333 with adjacent ramp area and described on Exhibits "A-1 & A-2".

1.22 "Hazardous Substance" means the items described in Section 8.03 of this Lease.

1.22 "Insurance" shall mean all of the Insurance required by the provisions of Sections 10.05-10.09 of this Lease.

1.23 "Parking Area" shall mean the shared use area for parking of motor vehicles located on the east and north sides of the Demised Premises, which is to be used on a first come, first serve basis.

1.25 "Quitclaim Deed" shall mean the Quitclaim Deed from the United States Air Force to the Authority executed on February 12, 1999, and recorded December 17, 1999, as Document Number 19990517892 in the Official Records of the Recorder of the County of San Bernardino. A copy of the Quitclaim Deed has been provided to Lessee and copies are available at Authority's office or upon request to Authority.

1.26 "Ramp Services" shall mean any work that can be performed on an aircraft, pursuant to FAA Rules and Regulations, outside of hangar facilities.

1.27 "Rent" shall refer to all monetary amounts payable by LESSEE to the Authority, of any kind or nature whatsoever, pursuant to this Lease.

1.28 "SCAQMD" shall mean the South Coast Air Quality Management District or successor entity having jurisdiction over air quality related to the Demised Premises.

1.29 "Security Deposit" shall be that certain sum of money deposited by LESSEE with Authority pursuant to Section 12 of the Basic Provisions.

1.30 "Tenant Improvements" shall mean as applicable (i) any modifications to the Demised Premises made by Authority as provided in Section 14 of the Basic Provisions, and (ii) any modification or alterations to the Demised Premises made by Lessee for the benefit or use of Lessee.

1.31 "Term" shall be the initial terms set forth in Section 4 of the Basic Provisions together with any extended term of this Lease as provided in Section 5 of the Basic Provisions.

1.32 "TSA" shall mean the federal agency known as the Transportation Security Administration which has jurisdiction over the Airport as to certain security procedures and arrangements as further set forth in this Lease.

ARTICLE II
LEASE AND USE OF DEMISED PREMISES

2.01 DEMISED PREMISES

A. The Authority leases to Lessee and Lessee leases from the Authority the Demised Premises, subject to certain exceptions, reservations, terms, conditions, covenants and restrictions provided in this Lease.

B. Lessee shall enter the Airfield Area through the Demised Premises and Airport Gate No. 10 for which Lessee shall have the non-exclusive use thereof, which gate shall at all times be maintained, secured and operated by the Authority.

C. Lessee shall have the non-exclusive right to have reasonable access to and use of the parking areas. The Authority reserves the right to relocate all or any portion of the parking area, in the Authority's reasonable discretion, so long as the Authority provides Lessee alternative parking of reasonably adequate size and comparable distance from the Demised Premises or otherwise reasonably acceptable to Lessee for Lessee's personal vehicle parking.

2.02 PERMITTED USES OF DEMISED PREMISES

A. Lessee shall use the Demised Premises only for the purposes set forth in Section 13 of the Basic Provisions, and any other use of the Demised Premises shall be subject to the prior written consent of the Authority which consent may be conditioned or withheld in Authority's sole discretion. In addition, Lessee shall not engage in the business of fuel service for a fee, aircraft parking for a fee, provision of ground support equipment or services for a fee, the sale of aviation fuel products, or any other service provided by Luxivair SBD, or any other Fixed Base Operator.

B. Engines may be run at idle speeds while on the Demised Premises to facilitate their repair or maintenance. All areas on the Demised Premises are to be maintained in a clean and orderly fashion at all times and shall comply with all applicable workplace regulations including, without limitation, those regulations promulgated by the United States Department of Labor, Occupational Safety and Health Administration. Lessee shall not be permitted to conduct engine run-ups (i.e., running the engine at any speed above its reasonable and intended idle speed) on the Demised Premises. Engine run-ups must be conducted at the run-up area designated by the Chief Executive Officer from time to time in the Chief Executive Officer's sole discretion. Lessee shall not be permitted to conduct engine run-ups for maintenance or testing purposes anywhere on the Airfield Area or the Airport between 2300 and 0600 hours daily except in the case of an emergency. This restriction on maintenance activities shall not restrict Lessee's normal flight operations.

ARTICLE II
TERM OF LEASE

3.01 TERM OF LEASE

The term of this Lease shall be for the period specified in Section 4 of the Basic Provisions.

3.02 OPTION TO EXTEND TERM

Lessee shall have an option to extend the Term of this Lease for One (1), Two (2)-Year period. As a condition precedent to the exercise by Lessee of such option, Lessee shall give written notice to the Authority of its exercise of the option at least six (6) months prior to the time such extended term is to commence. Provided Lessee has continued to comply with the Performance Covenants set forth in Article 4 of the General Provisions during the Term and is not otherwise in default under the terms of this Lease,

PART IV
RENT AND PERFORMANCE COVENANTS

4.01 DETERMINATION OF BASE RENT AND ANNUAL BASE RENT

A. Beginning on the Commencement Date and continuing throughout the Term, Base Rent shall be paid in advance on or before the first day of each month, without offset or deduction.

B. At the beginning of the second year of the Term and at the beginning of each anniversary thereof, the monthly base rent shall increase by three percent (3%)*. Upon Lessee's exercise of any applicable extension, the monthly payments of Base Rent and other charges shall be adjusted by three percent (3%) annually*. The Authority's failure or delay in timely calculating any Rent increase shall not be deemed a waiver of such Rent increase or any additional Rent payable by reason thereof. * See Part XIII, **Rent Schedule.**

4.02 TIME AND MANNER OF RENT PAYMENTS

A. If any Rent payment is not received by the Authority within ten (10) calendar days after the date that Rent is due, Lessee shall pay to the Authority a late charge of five percent (5%) of the Rent past due, as liquidated damages, in lieu of actual damages (other than interest under Section 4.02C. and attorneys' fees and costs pursuant to the terms of this Lease). Lessee shall pay a late charge for each calendar month in which all or any part of any Rent payment remains delinquent for more than ten (10) calendar days after its due date. The parties agree that this late charge represents a reasonable estimate of the expenses that the Authority will incur because of any late payment of Rent (other than interest and attorneys' fees and costs). The Authority's acceptance of any liquidated damages shall not constitute a waiver of Lessee's default with respect to the overdue amount or prevent the Authority from exercising any of the rights or remedies available to the Authority regarding this Lease.

B. If any Rent payment is not received by the Authority within thirty (30) calendar days after that Rent payment is due, Lessee shall pay to the Authority interest on the past-due amount from the date due until paid, at the rate of ten percent (10%) per year.

C. The Authority may accept Rent payments without waiving any rights, including rights under a previously served notice of default. If the Authority accepts payments after serving a notice of default, the Authority may nevertheless commence and pursue an action to enforce its rights and remedies under the previously served notice of default.

D. In the event that two (2) times or more during any consecutive twelve (12) month period, any payment of Base Rent to the Authority is returned or deemed void due to Non-Sufficient Funds, the Authority, in exercise of its sole and absolute discretion, may require that all future payments from Lessee to the Authority be made via cashier's check or via electronic funds transfer.

4.03 NET LEASE

This Lease is a "Net Lease." Other than as expressly set forth in this Lease, the Lessee shall be obligated for any additional water, sewer, gas, electricity and lighting connections to the Demised Premises that are in addition to the Tenant Improvements as initially constructed by the Authority, and the Lessee shall make any routine repairs and maintenance to the Demised Premises and the Tenant Improvements and to such other improvements to any part of the Demised Premises that are constructed by the Lessee. The Lessee shall be obligated to pay any applicable possessory interest and/or personal property taxes pursuant to the provisions of Article X of this Lease. In addition, the Lessee shall be responsible for compliance with the provisions of Sections 10.05 through 10.15 herein. All Rent payments to the Authority are absolute Rent payments and are not subject to any off-set or credit for any repair or maintenance work of the Lessee, other than as specifically set forth in this Lease, regardless of whether any such work is necessary or elective and regardless of whether any such work is expected or unexpected.

4.04 RAMP MAINTENANCE EXPENSE.

For purposes of this Paragraph the term "Ramp Maintenance Expense" shall mean all cost and expenses incurred by Authority to maintain and repair, as necessary, the ramp area as depicted on Exhibit "A-1." Ramp Maintenance Expenses shall be included and apportioned as a component of the Net Operating Costs to be paid by Lessee.

4.05 [RESERVED-NO TEXT]

4.06 [RESERVED –NO TEXT]

PART V
PROVISIONS RELATING TO DEMISED PREMISES

5.01 OPERATING COVENANTS

A. On or before September 1, 2024, and for each consecutive anniversary date thereafter, Lessee hereby represents and warrants that it shall have in place, in service, and shall conduct continuous business operations itself as a Part 145 repair station during the term of this agreement.

B. If Lessee fails to maintain, this certification, the Authority may give Lessee a notice of default and Lessee shall immediately cease all activities on the Demised Premises or the Airport for which Lessee is not properly certified and shall cure the default within ninety (90) calendar days after receipt of notice of default. If Lessee fails to cure the default within ninety (90) calendar days after receipt of notice of default, then the Authority shall have the right to terminate this Lease, upon notice delivered at any time after the end of the ninety (90) day cure period and the termination shall be deemed effective immediately upon delivery of such notice. Without limiting the foregoing, Authority may include an election in the ninety (90) day notice to terminate this Lease if the default is not cured and, in such event, no further notice shall be required to terminate this Lease upon the expiration of such ninety (90) day period if the default has not been cured.

5.02 CONDITION OF DEMISED PREMISES

Lessee acknowledges, agrees and represents to the Authority that the Demised Premises and any portion thereof are leased in an "AS IS", "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, without any representation or warranty by the Authority concerning the condition of the Demised Premises, except as expressly set forth in this Lease, and without any obligation on the part of the Authority to make any alterations, repairs or additions to the Demised Premises, except as expressly set forth in this Lease. Lessee acknowledges that neither the Authority, nor anyone acting on behalf of the Authority, has made any representation or warranty concerning the condition or state of repair of the Demised Premises, nor any agreement or promise to alter, improve, adapt or repair the Demised Premises that is not fully set forth in this Lease.

5.03 MAINTENANCE OF DEMISED PREMISES

A. During the Term, Lessee shall maintain, repair and replace all portions of the Demised Premises at its sole cost and expense, except as otherwise expressly provided in this Lease. Lessee shall provide, at its own expense, all equipment, trash, janitorial services, and fire extinguishers at the Demised Premises necessary for Lessee's occupancy thereof. Without limiting the foregoing, at its sole cost and expense, Lessee shall maintain, repair and replace interior doors, fans, windows, walls, lighting fixtures, electrical and plumbing, mechanical and Heating Ventilation and Air Conditioning (HVAC) systems, within the Demised Premises. Lessee shall obtain and keep in effect a maintenance service contract for the HVAC equipment with a qualified and reputable company approved by Authority. Lessee shall provide Authority with a copy of the service contract within ten (10) days after the execution of this Lease and provide Authority with copies of all extension thereof or replacements of such service contract.

B. The Authority shall maintain and keep in good condition and repair (1) the foundation, roof (subject to the limitation provided below), structural components of the Buildings, and exterior walls of the Buildings, (2) and the apron and ramp areas servicing the Buildings, (3). All such expenses shall be Ramp Area Expense as applicable. The Authority shall as soon as reasonably

practicable repair roof leaks that would materially interfere with Lessee's use of the Demised Premises after receipt of notice thereof from Lessee.

5.04 ALTERATIONS TO DEMISED PREMISES

A. Lessee shall not make or suffer to be made any material modifications or alterations to the Demised Premises without first obtaining Authority's prior written consent to such modifications or alterations, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Authority may condition or withhold its consent in Authority's sole discretion to any modifications to structural components of the Buildings or any penetrations or modifications to the roof. In requesting Authority's consent, Lessee shall submit to Authority plans and specifications for the modifications or alterations to be made sufficient for Authority to determine the nature and scope of such modifications or improvements. If the Authority disapproves Lessee's plans and specifications, Authority shall give the reasons for such disapproval and Lessee shall promptly revise the same to Authority's reasonable satisfaction. Lessee shall provide Authority with at least ten (10) days' notice prior to having any construction materials delivered to the Demised Premises or commencing construction of any improvements and shall reasonably cooperate with Authority in the posting of a notice of non-responsibility on the Demised Premises. Lessee covenants and agrees that all Tenant Improvements constructed on the Demised Premises or work performed or caused to be performed by Lessee shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Demised Premises.

B. Title to any Tenant Improvements constructed on the Demised Premises by Lessee shall remain vested in Lessee during the Term of this Lease. Upon the expiration or termination of this Lease all such Tenant Improvements shall be surrendered to Authority with the Demised Premises in good condition and repair and shall become the property of Authority, except for Personalty belonging to Lessee as provided in 5.04.C. below. At the request of Authority, Lessee shall provide a bill of sale transferring the Tenant Improvements to Authority. Notwithstanding the forgoing, Authority may notify Lessee of the requirement for Lessee to remove all or any portion of the Tenant Improvements within thirty (30) days after the expiration or termination of this Lease and Lessee shall promptly remove that portion of the Tenant Improvement at Lessee's cost and expense.

C. Lessee may, without the prior written consent of the Authority, at Lessee's sole cost and expense, install at the Demised Premises any trade fixtures, furnishings and equipment, all of which shall be deemed to be personal property of Lessee (the "Personalty"). Lessee shall have the right at any time during the Term to remove any or all of the Personalty, subject to Lessee's obligation to repair damage, if any, resulting from such removal, at its sole cost and expense.

D. Any trade fixtures of Lessee not removed from the Demised Premises prior to the expiration or earlier termination of the Term of this Lease, regardless of cause, shall automatically become the property of the Authority, as owner of the Demised Premises to which such fixtures are attached.

5.05 RESERVED

5.06 SUBLETTING AND ASSIGNMENT

A. **Sublease**. Lessee shall not, either voluntarily or by operation of law, assign, sublet,

sell, encumber, hypothecate, pledge, or otherwise transfer all or any part of this Lease or Lessee's leasehold estate hereunder.

B. **Change of Ownership.** Lessee represents that it is a corporation organized and existing under and by virtue of the laws of the State of California and that its majority stockholder is: _____. It is a condition of this Lease that the majority ownership of the shares of stocks with voting privileges shall not be transferred by said principal stockholders without the consent of the Authority in writing first had and obtained, which consent shall not be unreasonably withheld. In the event of any such transfer or change of ownership without such consent of the Authority, the Authority at its option may terminate this Lease. Notwithstanding any other provision of this Lease, said majority stockholders may transfer all or any portion of their shares in Lessee to any revocable trust created for the benefit of that stockholder that stockholder's spouse or that stockholder's issue.

5.07 RIGHT TO ENTER AND MAKE REPAIRS

A. The Authority and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right upon reasonable notice, except in cases of emergency or inability to provide notice, at such times as may be reasonable under the circumstances, with as little interruption to Lessee's operations as is reasonably practicable, without abatement of Rent, to enter upon the Demised Premises for the following purposes:

(1) To inspect the Demised Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee is in compliance with the terms and conditions of this Lease with respect to the Demised Premises.

(2) To perform maintenance and make repairs and replacements to the Demised Premises in any case where Lessee is given a written notice identifying the requirement and fails to undertake reasonable steps to initiate the performance of such maintenance or the making of such repairs within fifteen (15) calendar days.

(3) To perform maintenance and make repairs and replacements in any case where the Authority is obligated to do so.

B. The Authority's entry onto the Demised Premises pursuant to this Section 5.07 shall not constitute a termination of this Lease, or the occupancy of Lessee on the Demised Premises, or disruption of Lessee's quiet use and enjoyment of the Demised Premises and the Authority shall not be liable to Lessee as a result of such entry.

5.08 DAMAGE OR DESTRUCTION OF DEMISED PREMISES

A. If, at any time prior to the expiration or termination of this Lease, the Demised Premises are wholly or partially damaged or destroyed by a casualty, the loss to the Authority from such casualty is fully covered (except for the normal deductible) by insurance maintained by the Authority or for the Authority's benefit, and such casualty renders the Demised Premises totally or partially inaccessible or unusable by Lessee in the ordinary conduct of Lessee's business, then:

(1) Repairs Which Can Be Completed Within One (1) Year. Within forty-five (45) calendar days after notice by Lessee to the Authority of such damage or destruction, the Authority shall provide Lessee with notice of its reasonable determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premium. If all repairs to the Demised Premises can, in the Authority's reasonable judgment, be completed within one (1) year following the date of notice to the Authority of such damage or destruction without the payment of overtime or other premium, the Authority shall, at the Authority's expense, repair the same and this Lease shall remain in full force and effect.

(2) Repairs Which Cannot Be Completed Within One (1) Year. If all repairs to the Demised Premises cannot, in the Authority's reasonable judgment, be completed within one (1) year following the date after notice by Lessee to the Authority of such damage or destruction without the payment of overtime or other premiums, the Authority shall notify Lessee of such determination and the Authority or Lessee may, at their respective sole and absolute option, upon written notice to the other given within sixty (60) calendar days after notice to the Authority of the occurrence of such damage or destruction, elect to either repair such damage or destruction at the electing party's sole expense (and in such event, this Lease shall continue in full force and effect), or elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

B. If, at any time prior to the expiration or termination of this Lease, the Demised Premises are totally or partially damaged or destroyed from a casualty, and the cost of repair is in excess of $100,000, and the loss (except for the deductible) to the Authority from such casualty is not fully covered by insurance maintained by the Authority or for the Authority's benefit (except for the first $100,000 of cost to repair such damage or destruction which shall be the responsibility of the Authority), and such casualty damage renders the Demised Premises inaccessible or unusable to Lessee in the ordinary course of its business, the Authority may, at its option, upon written notice to Lessee, within sixty (60) calendar days after notice to the Authority of the occurrence of such damage or destruction, elect to either repair or restore such damage or destruction, in which case this Lease shall continue in full force and effect, or terminate this Lease. If the Authority does not expressly elect by written notice to LESSEE to repair such damage, or if the damage cannot, in the Authority's judgment, be completed within one (1) year following the date of notice to the Authority of such damage or destruction, without payment of overtime or any premium, this Lease shall terminate.

C. Notwithstanding anything to the contrary contained in the foregoing, if the Demised Premises are wholly or partially damaged or destroyed within the final twelve (12) months prior to the expiration date of the Term, and if as a result of such damage or destruction Lessee is denied access or use of the Demised Premises for the conduct of its business operations for a period of thirty (30) consecutive days, the Authority or Lessee may, at the option of either such party, by giving the other written notice within sixty (60) calendar days after receipt of notice of the occurrence of such damage or destruction, terminate this Lease.

D. In the event of any damage to or destruction of the Demised Premises, under no circumstances shall the Authority be required to repair any injury, or damage to, or make any repairs to or replacements of, Lessee's Personalty, Tenant Improvements or any personal property of Lessee's employees, invitees, guests or agents, or other persons whose property is located at the Demised Premises at the instance of Lessee, it being solely the obligation of Lessee to insure against any such loss. The Authority shall have no responsibility for any contents placed or kept in or on the Demised Premises by or at the instance of Lessee.

E. This Section shall be Lessee's sole and exclusive remedy in the event of damage or destruction to the Demised Premises, and Lessee, as a material inducement to the Authority to enter into this Lease, irrevocably waives and releases Lessee's rights under California Civil Code Sections 1932(2) and 1933(4) and successor sections. No damages, compensation or claim shall be payable by the Authority for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Demised Premises.

5.09 UTILITY SERVICE

A. Lessee shall be responsible for obtaining and paying for, at Lessee sole cost and expense, water, electric and gas utility services, telephone, data, cable television and any other service to the Demised Premises. C. The parties hereto acknowledge and agree that the Authority does not own or control any of the utility systems servicing the Airport and the Buildings, and Authority shall not be responsible or liable for any interruption in the utility service to the Demised Premises, and no interruption to such utility service shall constitute a default by the Authority hereunder or entitle Lessee to any abatement of Rent or claims damages or losses against the Authority.

PART VI
NON-EXCLUSIVE USE OF PORTIONS OF THE AIRFIELD AREA

6.01 LESSEE USE OF AIRPORT AND AIRFIELD AREA

A. Lessee, shall have the non-exclusive right to use the Airport, the Airfield Area, and the Airport Roadway Area in accordance with the provisions contained on Exhibit "C" attached hereto.

B. Lessee shall, by the tenth (l0th) calendar day of each calendar month, provide the Executive Director with a complete listing of all aircraft landing operations conducted by Lessee during the previous calendar month. Such list shall include the date, time, type of aircraft, and aircraft registration number (i.e., tail number) for each aircraft. The phrase "aircraft landing operations conducted by Lessee" shall include aircraft landing operations conducted by Lessee, its employees, customers, guests, invitees, agents or otherwise on behalf of Lessee or in furtherance of Lessee's business operations.

PART VII
GENERAL PROVISIONS

7.01 AGREEMENTS WITH THE UNITED STATES

Lessee's use and occupancy of the Demised Premises is subject to the disclosures, restrictions, covenants and conditions contained in the Quitclaim Deed and the provision attached hereto as Exhibit "H" attached hereto (collectively referred to as the "Deed Requirements"). Lessee covenants and agrees to comply with all of the Deed Requirements as they relate to Lessee's use and occupancy of the Demised Premises. Lessee further agrees to indemnify, hold harmless and defend the Authority and its elected officials, officers, directors, employees, attorneys and agents from any and all defaults or failures by Lessee, its sublessees, guests, invitees or agents to comply with the Deed Requirements affecting the Demised Premises.

7.02 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED

A. Lessee shall not use, or permit the use by parties authorized by Lessee, of the Demised Premises, or any portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those expressly and specifically authorized by this Lease, or hereafter authorized in writing by the Chief Executive Officer.

B. Lessee shall comply with and shall cause its officers, employees, contractors, sub-contractors, sublessees and licensees to comply with the Airport Rules and Regulations. Lessee shall use reasonable efforts to cause its guests, invitees and any other persons to enter the Airport or the Demised Premises for Lessee's business purposes, to comply with the Airport Rules and Regulations.

C. Any disputes regarding the Airport Rules and Regulations shall first be presented at an administrative hearing before the Chief Executive Officer following administrative hearing procedures as may be adopted by the Authority. No legal action shall be brought by Lessee against the Authority while contesting any such Airport Rules and Regulations until Lessee has fully complied with the Authority's administrative hearing procedures, if any. Nothing in this Section shall be construed to prevent Lessee from contesting in good faith any of the Airport Rules and Regulations without being considered in breach of this Section, during such time as is required to exhaust the administrative hearing procedure and so long as such contest is diligently commenced and prosecuted in good faith by Lessee.

D. Lessee acknowledges that the Demised Premises must, at all times, be in compliance with all applicable governmental laws, regulations and building codes governing nondiscrimination in public accommodations and commercial facilities, and that in the event Lessee makes alterations to the Demised Premises, the Demised Premises shall be and shall remain in compliance with such laws, regulations and building codes throughout the Term of this Lease in accordance with Exhibit B.

E. Lessee will at all times during the Term of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws, regulations and standards, and Environmental Laws in connection with its operation and activities at the Airport and on the Demised Premises.

PART VIII
ENVIRONMENTAL DISCLOSURES AND COVENANTS

8.01 HAZARDOUS SUBSTANCES

"Hazardous Substances" means and includes without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HIMTA, or under any other environmental law and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is:

(1) A petroleum or refined petroleum product;

(2) Asbestos;

(3) Polychlorinated biphenyl;

(4) Designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317;

(5) A flammable explosive; or

(6) A radioactive material.

8.02 COMPLIANCE WITH THE ENVIRONMENTAL CONDITIONS COVENANTS OF THE QUITCLAIM DEED

A. Any use, occupancy or activity of Lessee on the Demised Premises resulting in the receipt by the Authority of a notice of default from the Air Force under the Quitclaim Deed relating to the environmental condition of the Demised Premises shall be deemed to be a material default of Lessee under this Lease, subject to any applicable notice and cure period provided in this Lease. The response of the Authority, following receipt by the Authority of any such notice of default or breach from the Air Force, shall not waive, stay or otherwise mitigate or remedy the material default of Lessee under this Lease. Lessee shall have no right under this Lease to participate in any proceeding between the Air Force and the Authority for the resolution of an alleged default, breach or other dispute among the Air Force, the Authority, the EPA or the State Department of Toxic Substance Control arising under (or in any way related to) the Quitclaim Deed.

8.03 LESSEE COMPLIANCE WITH ENVIRONMENTAL LAWS; LESSEE COVENANT REGARDING HAZARDOUS SUBSTANCES

A. On and after the Commencement Date, Lessee shall not cause or permit any Hazardous Substance to be used, generated, manufactured, produced, stored, brought upon, or released on, in, under or about the Demised Premises, or transported to or from the Demised Premises, by Lessee, its agents, employees, contractors, invitees, guests or vendors in violation of any Environmental Laws.

B. Without limiting the foregoing, if the activities of Lessee, its officers, agents, employees, contractors, guests, vendors or invitees on the Demised Premises, the Common Areas, the Airfield Area or the Airport Roadway Area result in an unauthorized release of any Hazardous Substance, Lessee shall at its sole cost and expense promptly take all actions necessary to fully remediate and remedy the condition caused by such release of a Hazardous Substance in compliance with all Environmental Laws.

C. Lessee shall immediately notify the Authority of the occurrence of any of the following events and provide the Authority with a copy of all relevant documents in the custody or control of Lessee: (i) receipt by Lessee of any correspondence from any governmental entity regarding compliance by Lessee with any matter set forth in this Lease; (ii) discovery or actual knowledge of Lessee of any matter or condition of the Demised Premises, the Airfield Area or the

Airport Roadway Area that may give rise to a claim or accrual of action against the Air Force under Section 330(d) of the National Defense Authorization Act of 1993, as amended; (iii) receipt by LESSEE of any correspondence or communication from any governmental entity regarding the application of Environmental Laws from and after the Commencement Date to the Demised Premises or the investigation or enforcement of any such Environmental Laws in connection with the occupancy or use of the Demised Premises by Lessee; and (iv) discovery or actual knowledge of LESSEE of any unauthorized release of any Hazardous Substance on, in, under or around the Demised Premises, Common Areas, the Airfield Area or the Airport Roadway Area occurring at any time during the Term of this Lease.

D. If pretreatment is required for any industrial wastes placed by Lessee in the City of San Bernardino sewage treatment system under any applicable National Pollutant Discharge Elimination System ("NPDES") permits, Environmental Protection Agency ("EPA") regulations, or the Authority's contracts for wastewater treatment, Lessee shall pretreat such wastes as required.

E. The Authority and Lessee specifically acknowledge and agree that the system utilized by the Air Force for the discharge and removal of petroleum products and other contaminants from the storm drain system existing within the Demised Premises is unsuitable for the continued operations of Lessee within the Demised Premises. No discharges of Hazardous Substances will be permitted to be made by Lessee from the Demised Premises upon the former Golf Course property located south of the runways, which former Golf Course property is not owned or controlled by the Authority and for which neither the Authority nor Lessee have any right to allow storm water or drain flows to occur within the former Golf Course property for the purpose of containment and elimination of Hazardous Substances that may be discharged from the Demised Premises. A discharge resulting from the activation of the foam deluge system on the Demised Premises shall not be deemed to violate the provisions of this Section. Lessee shall be solely responsible for obtaining and maintaining, at its sole cost and expense, any environmental permits required for its operations under this Lease, independent of any existing Airport permits, including any permits required by the SCAQMD to comply with NPDES, or required by the EPA, the City of San Bernardino or County of San Bernardino or the State of California and all agencies thereof. Lessee shall provide copies of all such permits to the Authority together with all renewals or extensions thereof. Lessee shall immediately notify the Authority of any notice of violation, potential violation, modification, revocation, threatened revocation, suspension, threatened suspension, or other adverse action with respect to any of its permits and provide the Authority with copies of all requested documents related thereto.

F. Notwithstanding the foregoing or any other provisions in this Lease to the contrary, Lessee and any other occupants or users of the Demised Premises authorized by Lessee, shall be entitled to store on the Demised Premises, and use in connection with operations at the Demised Premises, such hazardous materials as may reasonably be required in connection with their permitted operations thereon as approved by the Fire Department and subject to SBIAA's prior written approval, including, without limitation, petroleum products (such as fuel, kerosene and oil), solvents used for cleaning of aircraft and vehicles and other chemicals normally located in air passenger and cargo facilities and other industrial or commercial places of business; provided, however, that in all cases such hazardous materials must be stored in the Hazardous Materials Storage Area - Cage 3 as depicted in Exhibit "I", and used in compliance with applicable Environmental Laws.

8.04 EMERGENCY RESPONSE

In conformity with the Quitclaim Deed and all applicable regulations, Lessee shall have a complete "Hazardous Materials and Spilled Fuel Containment Plan" subject to approval by the Authority and all applicable government agencies prior to commencement of operations on the Demised Premises. Such plan shall be independent of the Airport and, except for initial fire response and/or spill containment, shall not rely on the use of Airport personnel or equipment. Should the Authority provide any personnel or equipment at the request of Lessee, or in the event of an emergency threatening the safety of individuals, whether for initial fire response and/or spill containment, Lessee agrees to reimburse the Authority for its actual costs of such response.

8.05 [RESERVED - NO TEXT]

8.06 INSPECTION OF BOOKS AND PROPERTY

A. Lessee agrees to keep complete, accurate and up to date records of all business conducted by Lessee under this agreement. The Authority shall have the right to audit Lessee's books and accounts relevant to this agreement only. If the Authority elects to make such an audit, Lessee shall make all appropriate books, records and accounts available within 30 days of the Authority's written request. Lessee shall maintain and preserve all appropriate books, records and accounts generated during the term of this agreement for a period of four years from the date a specific entry is made. Lessee specifically requests that all records provided pursuant to this paragraph be held in confidence by the Authority, to the extent permitted by law. In addition, Lessee shall provide to the Authority any annual financial documents, such as profit and loss statements, tax returns, or audited/unaudited financial statements within 30 days of preparation of the same for Lessee's financial reporting purposes.

B. The Authority's rights under this Lease specifically include the right for the Authority and federal officials, pursuant to the Quitclaim Deed, or any other provision of law, to inspect the Demised Premises for compliance with Environmental Laws, occupational health and safety laws and regulations, whether or not the Authority is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to, make such inspections and are in addition to those authorized by any other provision of this Lease. Except when necessary for the immediate preservation of health, safety and welfare, or as otherwise provided in this Lease, such inspections will occur during normal business hours upon reasonable prior written notice to Lessee, and the Authority shall conduct such inspections so as to reasonably minimize disruption to Lessee operations on the Demised Premises.

B. The Authority and its agents shall have the right (but not the obligation) upon thirty (30) calendar days' prior notice to Lessee and without waiver of any right to seek contribution or exercise any other right or remedy against Lessee under this Lease, to enter the Demised Premises to conduct and perform such remedial activity on the Demised Premises as may be required under any applicable Environmental Law. Except when necessary for the immediate preservation of health, safety and welfare, such performance will occur during normal business hours, and the Authority shall conduct such remediation so as to reasonably minimize disruption to Lessee operations on the Demised Premises.

C. Lessee shall, within twenty (20) calendar days after written request from the Authority, execute, acknowledge and deliver to the Authority a statement in writing in a form similar to the then most current "Standard Estoppel Certificate - By Lessee" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Authority including without limitation a certification by Lessee that this Lease is unmodified and in full force and effect, and/or a certification by Lessee that to the best of its knowledge, its business operations at the Demised Premises are in compliance with the environmental conditions set forth in this Lease and all Environmental Laws and that no reportable release of a Hazardous Substance or hazardous waste has occurred on, in, under or around the Demised Premises at any time from and after the Commencement Date or, if applicable, since the date of any prior tenancy of Lessee or any predecessor entity related thereto whether through ownership, management or control, or if any release has occurred, the circumstances relating thereto.

PART IX
ACTS OF DEFAULT; TERMINATION OF LEASE

9.01 DEFAULT BY LESSEE

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee:

(1) Abandonment of the Demised Premises by Lessee. Abandonment is herein defined to include, but is not limited to, any absence by Lessee from the Demised Premises for ten (10) days or longer while in material default of any provision of this Lease.

(2) The failure by Lessee to make any payment of rent or additional rent or any other payment required to be made by Lessee hereunder within five (5) days of the date the same shall be due.

(3) (i) The making by Lessee of any general assignment for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease where such seizure is not discharged within thirty (30) days.

(4) The failure of Lessee to comply with all of the operating covenants contained in Section 5.01 and/or to cure any default in connection therewith within the time periods provided in such Section.

(5) The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in subsections A.(1),(2), (3) or (4) above, where such failure shall continue for a period of fifteen

(15) days after written notice thereof from Authority to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; provided, further, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within such fifteen-day period and thereafter diligently prosecute such cure to completion.

9.02 REMEDIES FOR DEFAULTS BY LESSEE

A. In the event of any default hereunder by Lessee, in addition to any other remedies available to Authority at law or in equity, Authority shall have the immediate option to terminate this Lease and all rights of Lessee hereunder. In the event that the Authority shall elect to so terminate this Lease then Authority may recover from Lessee:

(1) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Authority for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus

(5) in no event shall Lessee receive any payment, credit, recovery or offset related to the payment for the construction of the capital improvements listed in Exhibit I.

B. As used in Section A. (1) and (2) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section A(3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. In the event of a default hereunder by Lessee, Authority has the remedy described in California Civil Code Section 1951.4 (Authority may continue this Lease in effect after Lessee's default and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations). Lessee hereby agrees that the restrictions provided in Section 15.06 above on assignment and subletting of this Lease are reasonable.

D. All rights, options and remedies of the Authority contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Authority shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Lessee

hereunder shall be implied from any acceptance by the Authority of any rent or other payments due hereunder or any omission by Authority to take any such action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in such waiver. The consent or approval of the Authority to or of any act by Lessee requiring the Authority's consent or approval shall not be deemed to waive or render unnecessary the Authority's consent or approval to or of any subsequent similar acts by Lessee.

9.03 TERMINATION BY LESSEE

A. Lessee, at its option, may, terminate this Lease, upon the occurrence of any one or more of the following events:

(1) If the Authority's operation of the Airport is substantially restricted by action of any governmental entity or agency having jurisdiction over the Airport, or the occurrence of any fire or other casualty that substantially and adversely affects, for a period of at least sixty (60) calendar days, Lessee's use of the Airport in the conduct of its business on the Demised Premises; provided, however, that such governmental restriction, fire or other casualty is not due primarily to any act or omission of any Lessee Party; or

(2) If any act or failure to act on the part of the Authority or any other governmental or quasi-governmental entity shall substantially prevent or restrict the use by Lessee of the Demised Premises or the Airport for, sixty (60) or more calendar days; or

(3) If any civil commotion, acts of the military power or other similar events or circumstances shall operate to prevent or substantially restrain use of the Airport or the Demised Premises by Lessee for a period of at least sixty (60) calendar days; or

(4) If the Authority's Commission is disbanded and the Authority ceases to exist, resulting in the Airport being permanently closed; or

(5) If the Authority shall be in breach of any of its material obligations under this Lease which materially interferes with Lessee's use of the Demised Premises, and such breach continues for thirty (30) days or more after written notice from Lessee to Authority; provided, if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then Authority shall not be deemed to be in breach and this termination right will not apply if Authority commences such cure within such thirty day period and thereafter diligently prosecute such cure to completion; or

(6) If Lessee is not able, after making all commercially reasonable efforts, to obtain the consents, approvals and permits required by Lessee to operate its business operations on the Demised Premises, including if Lessee is not granted by the FAA certification for a Flight School approved by the FAA under Title 14 of the Code of Federal Regulations (14 CFR) Part 141 within six (6) months of the Commencement Date, by giving the Authority thirty (30) calendar days prior written notice; or

(7) If the presence of any Hazardous Substances or other environmental conditions for which an Lessee Party is not responsible, prevents Lessee from using the Airport for airport purposes in its entirety, or the use of any part of the Airport that is reasonably required for fifty percent (50%) or more of Lessee's business operations (determined by historical net revenues),

and if such condition cannot be remedied within ninety (90) calendar days of notice of such condition to the Authority from Lessee;

B. If Lessee terminates this Lease pursuant to any provision of this Section 9.03, payment shall be made by Lessee to the Authority for any Rent due from the date of Commencement Date of this Lease through the effective date of any termination of this Lease and for any fees or other charges incurred by Lessee in connection with this Lease prior to such effective date of termination.

C. If the Authority materially breaches its obligation under this Lease, or upon the happening of any event specified in Section 9.03.A, Lessee's sole remedy shall be the termination of this Lease and Lessee shall not be entitled to receive any compensation from the Authority. Lessee waives any claim for consequential or punitive damages as a result of any act of the Authority, the Chief Executive Officer or their officers, employees, attorneys or agents.

9.04 SURRENDER AND HOLDING OVER

A. Lessee covenants that at the expiration of the Term, as applicable, or at the earlier termination of this Lease, Lessee will quit and surrender the Demised Premises to the Authority in as good a condition as when Lessee first entered into possession of the Demised Premises, subject to reasonable wear and tear, casualty (except to the extent required by this Lease to be insured against and repaired by Lessee), unless the damage is caused by the active negligence or willful misconduct of the Authority, condemnation and except as otherwise provided in this Lease.

B. Should Lessee hold over in use or occupancy of any portion of the "Demised Premises" after the expiration or termination of this Lease, with the consent of the Authority, such holding over shall be deemed a tenancy from month to month. Rent, fees and charges for each month of such hold over tenancy shall be paid at the rate of one hundred twenty five percent (125%) of the Base Rent for the last month of the Term, as applicable, immediately prior to the holdover period, regardless of whether Lessee is holding over on all or only a portion of the Demised Premises.

PART X

SECURITY DEPOSIT, EXCULPATION, INDEMNIFICATION, INSURANCE, AND TAXES

10.01 SECURITY DEPOSIT

A. Amount of Security Deposit; Application. The Authority shall hold the Security Deposit identified in Section 11 of the Basic Provisions as security for the performance of Lessee's obligations under this Lease without interest and the Authority shall not be required to segregate or hold the security deposit in a separate account. If Lessee defaults on any provision of this Lease, the Authority may, without prejudice to any other remedy it has, apply all or part of the Security Deposit to:

(l) Any Rent or other sum in default;

(2) Any amount that the Authority may spend or become obligated to spend in exercising the Authority's rights under this Lease; or

(3) Any expense, loss, or damage that the Authority may suffer because of Lessee's default.

B. The Authority's Transfer of Security Deposit on Transfer of Demised Premises. If the Authority disposes of its interest in the Demised Premises, the Authority may deliver or credit the Security Deposit to the Authority's successor in interest in the Demised Premises and thereupon be relieved of further responsibility with respect to the Security Deposit.

C. Assignment or Encumbrance of Security Deposit. Lessee may not assign or encumber the Security Deposit without the prior written consent of the Authority. Any attempt by Lessee to assign or encumber the Security Deposit without the prior written consent of the Authority shall be void and shall not be binding on the Authority.

D. Restoration of Security Deposit. If the Authority applies any portion of the Security Deposit, Lessee shall, within ten (10) calendar days after written demand by the Authority, deposit with the Authority an amount sufficient to restore the Security Deposit to its original amount.

E. Return of Security Deposit. If Lessee performs every provision of this Lease to be performed by Lessee, the unused portion of the Security Deposit shall be returned to Lessee or the last assignee of Lessee's interest under this Lease within forty-five (45) calendar days following the expiration or termination of this Lease.

10.02 [RESERVED - NO TEXT]

10.03 EXCULPATION

A. Definition of "Lessee Parties" and "Authority Parties". For purposes of this Section 10.03, the term "Lessee Parties" refers singularly and collectively to Lessee and Lessee's officers, members, partners, agents, employees, invitees, guests and independent contractors, as well as to all persons and entities claiming through any of these persons or entities. The term "Authority Parties" refers singularly and collectively to the Authority and its elected officials, officers, agents, attorneys, consultants and, employees and each of them.

B. Exculpation.

(1) Exculpation. To the fullest extent permitted by law, Lessee, on its behalf and on behalf of all Lessee Parties, waives all claims (at law, in equity, or otherwise) against any Authority Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that the Authority Parties shall not be liable to the Lessee Parties for any of the following:

(a) Injury to or death of any person; or

(b) Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause, in each case, except to the extent due to the active negligence or willful misconduct of any Authority Parties.

C. Survival of Exculpation. The clauses of this Section 10.03 shall survive the expiration or earlier termination of this Lease, until all claims within the scope of this Section 10.03 are fully, finally, and absolutely barred by the applicable statutes of limitations.

D. Lessee's Acknowledgment of Fairness. Lessee acknowledges that this Section 10.03 was negotiated with the Authority, that the consideration for it is fair and adequate, and that Lessee had a fair opportunity to negotiate, accept, reject, modify, or alter it.

E. No Exculpation for Non-delegable Duties. This exculpation clause may not be interpreted or construed as an attempt by the Authority to be relieved of liability arising out of a non-delegable duty on the part of the Authority.

10.04 INDEMNIFICATION

A. Lessee's Indemnification of the Authority Parties. To the fullest extent permitted by law, Lessee shall, at Lessee's sole expense and with counsel reasonably acceptable to the Authority, indemnify, defend, and hold harmless the Authority Parties from and against all Claims, as defined in Section 10.04B, to the extent arising out of or relating (directly or indirectly), to Lessee's use or occupancy of the Demised Premises or Lessee's activities on the Airport, including without limitation:

(1) The use or occupancy, or manner of use or occupancy, of the Airport or the Demised Premises by Lessee Parties;

(2) Any act, error, omission, or negligence of Lessee Parties or of any invitee, guest, or licensee of Lessee\ Parties in, on, or about the Airport or the Demised Premises;

(3) Lessee Parties conducting of their business;

(4) Any Tenant Improvements, activities, work, or things done, omitted, permitted, allowed, or suffered by Lessee Parties in, at, or about the Demised Premises or the Airport, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, order, decrees, or judgments in existence on the Commencement Date or enacted, promulgated, or issued after the Commencement Date; and

(5) Any breach or default in performance of any obligation on Lessee's part to be performed under this Lease, including obligations that survive expiration or earlier termination of this Lease under the terms of this Lease.

B. Definition of Claims. For purposes of this Lease, "Claims" means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, at law or in equity, or otherwise), charges, assessments, fines, and penalties of any kind and Environmental Matters, as defined in this Lease (including consultant and expert expenses, court costs, and attorneys' fees actually incurred).

C. Type of Injury or Loss. This indemnification extends to and includes Claims for:

(1) Injury to any persons (including death at any time resulting from that injury); and

(2) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction), and all economic losses and consequential or resulting damage of any kind.

D. Survival of Indemnification. The indemnification clauses of this Section 10.04 shall survive the expiration or earlier termination of this Lease until all claims against the Authority Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

G. Duty to Defend. Lessee's duty to defend the Authority Parties is separate and independent of Lessee's duty to indemnify the Authority Parties.

10.05 COMPLIANCE WITH INSURER REQUIREMENTS

Lessee shall, at Lessee's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to Lessee's operations in the Demised Premises and at the Airport, whether imposed by Lessee's insurers, the Authority's insurers, or both. Lessee shall, at Lessee's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body applicable to Lessee's operations in the Demised Premises and at the Airport.

10.06 LESSEE'S LIABILITY COVERAGE

Lessee shall, at Lessee's sole expense, maintain the liability insurance coverage set forth in this Section 10.06.

A. Commercial General Liability Insurance. Lessee shall obtain commercial aviation liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Lessee's business operations, conduct, assumed liabilities, or use or occupancy of the Demised Premises or the Airport, providing single limit coverage of, at least, Two Million Dollars ($2,000,000.00) per occurrence with an "Additional Insured-Managers or Lessor's Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The commercial aviation liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an 'insured contract' for the performance of Lessee's indemnity obligations under this Lease.

B. Broad Form Coverage. Lessee's commercial aviation liability coverage shall include all the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement, including broad form property damage coverage. At such time as Lessee's operations require it, Lessee shall provide to the Authority evidence of such coverage for broad form property damage coverage, including coverage for products liability and completed operations. Such evidence shall be provided to the Authority prior to commencement of such operations. Lessee's commercial aviation liability coverage shall further include premises-operations coverage, contemplated operations coverage, owners and contractors' protective coverage (when reasonably required by the Authority), and the broadest available form of contractual liability coverage. It is the intent of the

parties to this Lease that Lessee's contractual liability coverage provides coverage to the maximum extent possible of Lessee's indemnification obligations under this Lease.

C. Hangar Keepers Insurance. Prior to storing any aircraft on or in the Demised Premises, Lessee shall obtain "Hangar Keepers and Operators" insurance in the amount of Two Million Dollars ($2,000,000.00) combined single limit.

D. Cross-Liability; Severability of Interests. Lessee's commercial aviation liability policies shall be endorsed as needed to provide cross-liability coverage for Lessee and the Authority and to provide severability of interests.

E. Primary Insurance Endorsements for Additional Insureds. Lessee's commercial aviation liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insureds is primary and that all insurance carried by the Authority Parties is strictly excess and secondary and shall not contribute with Lessee's commercial aviation liability insurance.

F. Delivery of Certificate, Policy, and Endorsements. Before the Commencement Date, Lessee shall deliver to the Authority a certified copy of Lessee's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability insurance requirements of this Lease. The certificate shall provide for no less than ten (10) calendar days' advance written notice to the Authority from the insurer or insurers of any cancellation due to non-payment of premium and no less than thirty (30) calendar days' advance written notice to the Authority from the insurer or insurers of any non-renewal or change in coverage or available limits of liability and shall confirm compliance with the liability insurance requirements in this Lease.

G. Concurrency of Primary, Excess, and Umbrella Policies. Lessee's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.

H. Survival of Insurance Requirements. Lessee shall, at Lessee's sole expense maintain in full force and effect the liability insurance coverage required under this Lease and shall maintain the Authority Parties as additional insureds for a period of no less than one (1) year after expiration or earlier termination of this Lease.

I. Lessee's Workers' Compensation and Employer Liability Coverage. At such time as Lessee hires an employee(s), Lessee shall procure and maintain workers' compensation insurance as required by law and employer's liability insurance with limits of no less than One Million Dollars ($1,000,000.00).

10.07 LESSEE'S FIRST PARTY INSURANCE

Lessee shall, at Lessee's sole expense, procure and maintain the first party insurance coverage described in this Section 10.07.

A. Lessee's Property Insurance. Lessee shall procure and maintain property insurance coverage for:

(1) All office furniture, trade fixtures, office equipment, merchandise, and all other items of Lessee's property in, on, at, or about the Demised Premises and the Airport, including property installed by, for, or at the expense of Lessee.

(2) "Tenant Improvements," as defined in this Lease, if any; and

(3) All other improvements, betterments, alterations, and additions to the Demised Premises made by Lessee.

B. Lessee's property insurance must fulfill the following requirements:

(1) It must be written on the broadest available "all-risk" (special-causes-of-loss) policy form or an equivalent form acceptable to the Authority:

(2) It must include an agreed-amount endorsement for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation) of the covered items and property, with a deductible not to exceed Five Thousand Dollars ($5,000.00) per occurrence. The proceeds from any such property insurance shall be used by Lessee for the replacement of personal property, trade fixtures or Tenant Improvements.

C. Lessee shall maintain or cause the aircraft owner to maintain hull coverage on each aircraft to be operated or ground coverage on each aircraft stored at the Airport, including the Demised Premises, in the stated amount of the value of each individual aircraft, as certified by the owner of each individual aircraft to the insurance carrier for such insurance coverage, which shall be the value of the individual aircraft for all purposes, as between Lessee, the owner of the aircraft and the Authority.

10.08 [RESERVED – NO TEXT]

10.09 FORM OF POLICIES AND ADDITIONAL REQUIREMENTS

A. Insurance Independent of Exculpation and Indemnification. The insurance requirements set forth in Sections 10.04 through and including 10.07, inclusive, are independent of Lessee's exculpation, indemnification, and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit, or modify Lessee's exculpation, indemnification, or other obligations or to limit Lessee's liability under this Lease.

B. Form of Policies. In addition to the requirements set forth in Sections 10.05 through 10.07, inclusive, the insurance required of Lessee under this Lease must:

(1) Name the Authority and any other party the Authority specifies, by endorsement, as an additional insured;

(2) Be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide, or that is otherwise acceptable to the Authority, and admitted to engage in the business of insurance in the State of California;

(3) Be primary for all claims under it and provide that any insurance carried by the Authority Parties is strictly excess, secondary, and noncontributing with any insurance carried by Lessee; and

(4) Provide that the insurance may not be canceled, none renewed, or the subject of material change in coverage or available limits of coverage, except on at least thirty (30) days' prior written notice to the Authority.

C. Lessee's Delivery of Policy, Endorsements, and Certificates. Lessee shall deliver the policy or policies, along with any endorsements to them and certificates required by this Lease, to the Authority:

(1) On or before the Commencement Date; and

(2) At least thirty (30) calendar days before the expiration date of any policy; and

(3) On renewal of any policy

D. Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions under Lessee's policies are subject to the Authority's prior written approval. Such approval shall be at the reasonable discretion of the Authority.

E. The Chief Executive Officer may increase the limits of any insurance required under this Lease when the amount stated in this Lease is less than the level of liability insurance customarily required at a other similar airports in the United States of America for operators of facilities like the Demised Premises; provided that the Chief Executive Officer provides Lessee with at least ninety (90) calendar days' prior written notice of the change in insurance requirements, accompanied by a recent survey of insurance requirements for a majority of other similar airports in the United States of America.

F. If Lessee fails to procure and maintain the insurance required of it under this Lease and does not cure such failure within thirty (30) calendar days of the date of notice of such failure to Lessee from the Authority, the Authority may, but shall not be required to, procure and maintain such insurance and be reimbursed for the cost of such insurance by Lessee or, alternatively, the Authority may terminate this Lease upon written notice to Lessee, without any cure period.

G. The Authority makes no representation that the limits or forms of coverage of insurance specified in this Lease are adequate to cover Lessee's property, business operations or obligations under this Lease.

10.10 WAIVER OF SUBROGATION

The Authority and Lessee agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Lessee or the Authority, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, the Authority and Lessee waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

10.11 THE AUTHORITY'S PROPERTY DAMAGE INSURANCE COVERAGE

A. The Authority shall carry first party property damage insurance on the structure of the Buildings in the form of Property All-Risk Special Form, Excluding Quake and Flood, in the total insurable value of the Buildings and all associated or related improvements. The Authority shall have no obligation to insure any of Lessee's personal property or improvements located on the Demised Premises.

B. The Authority shall maintain comprehensive general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to providing single limit coverage with limits of at least, Two Million Dollars ($2,000,000.00) per occurrence or such other amount as the Authority shall determine in its discretion.

C. During the Term, such coverage may be in such amounts, from such companies and on such other terms and conditions as the Authority may from time to time reasonably determine. The cost of the Authority's insurance under this Section 10.11 shall be a common area expense. On reasonable inquiry by Lessee from time to time, the Authority shall inform Lessee of all such insurance carried by the Authority applicable to the Demised Premises.

10.12 TAXES AND LIENS

A. In connection with the Demised Premises and Lessee's personal property and operations thereon, Lessee covenants and agrees:

(1) To pay, prior to delinquency, all applicable general and special real property taxes, personal property taxes, assessments, taxes on any of Lessee's personal property or Tenant Improvements, possessory interest taxes upon the leasehold interests under this Lease for the Demised Premises, business license taxes, utility taxes and any other taxes applicable to its use, occupancy or business operations at the Demised Premises.

(2) If Lessee in good faith proceeds to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such tax, assessment or other public charge, Lessee shall not be required to pay, discharge or remove any such tax, assessment or other public charge, so long as such proceeding is pending and indisposed of; provided, however, that Lessee, not less than five (5) calendar days before any such tax, assessment or charge shall become delinquent, shall give notice to the Authority of Lessee's intention

to contest its validity. If such notice is so given by Lessee to the Authority and such contest is conducted in good faith by Lessee, the Authority shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

B. If the possessory interest of Lessee in the Demised Premises, or the personal property, trade fixtures, appliances and equipment of Lessee on the Demised Premises or the real property taxes and assessments on the Demised Premises are not separately assessed under one or more county tax assessor tax parcel designations for any period of time during the Term of this Lease (e.g., a "joint assessment") and the tax liability of Lessee for any amounts due under this Section 10.12 are included in a joint assessment, there shall be an equitable allocation of the total tax liability assessed against the Demised Premises under such a joint assessment. The allocation of the tax liability of Lessee under a joint assessment shall be determined by the Authority based upon its review of the tax valuations assigned to the Demised Premises in the work sheets and assessment records of the San Bernardino County Assessor relating to any property tax assessment (or supplemental assessment) during the Term of this Lease. The Authority's reasonable good faith determination of the amount of tax liability allocated to Lessee from any such joint assessment shall be conclusive and Lessee shall pay such amount to the Authority within thirty (30) calendar days of receipt of the Authority's determination. The Authority shall promptly remit such amount upon its receipt from Lessee to the San Bernardino County Tax Collector for the account of Lessee. In no event shall the Authority be responsible for any property taxes or assessments relating to the Demised Premises during the Term of this Lease.

C. Upon the request of the Authority, Lessee shall execute an appropriate form of a notice of responsibility of Lessee for the payment of the taxes due under this Section 10.14 for filing by the Authority with the Office of the San Bernardino County Assessor and the San Bernardino County Tax Collector.

10.13 COVENANT AGAINST LIENS; PAYMENT BOND REQUIREMENT; NOTICE OF NO LIEN RIGHTS

A. Lessee shall not be the cause or object of any liens or allow such liens to exist, attach to, be placed on, or encumber the Authority's or Lessee's interest in the Demised Premises or any, associated real property by operation of law or otherwise. Lessee shall not suffer or permit any lien of mechanics, material, suppliers, or others to be placed against the Demised Premises or any associated real property with respect to work or services performed or claimed to have been performed for Lessee or materials furnished or claimed to have been furnished to Lessee or the Demised Premises on behalf of Lessee. The Authority has the right at all times to post and keep posted on the Demised Premises any notice that it considers necessary for protection from such liens. At least seven (7) calendar days before beginning any form of construction at the Demised Premises, Lessee shall give the Authority written notice of the expected commencement date of that construction to permit the Authority to post and record a notice of non-responsibility.

B. If any such lien attaches or Lessee receives notice of any such lien, Lessee shall cause the lien to be immediately released and removed of record. Despite any other provision of this Lease, if the lien is not released, and removed within twenty (20) calendar days after the Authority delivers notice of the lien to Lessee, the Authority may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of it. All expenses (including reasonable

attorneys' fees) incurred by the Authority in connection with the lien shall be considered Rent under this Lease and be immediately due and payable by Lessee.

C. Lessee shall, prior to allowing any labor to be performed on or materials supplied to the Demised Premises in connection with the construction of any improvements or alterations with a cost in excess of five thousand dollars ($5,000), secure with a responsible corporate surety or sureties admitted to do business in the State of California by the Department of Insurance, a payment bond in an amount of not less than the sum of the total dollar amounts of each contract with providers of labor, materials and services on or to the Demised Premises, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to any work to be performed at the Premises. All such payment bonds are subject to the approval of the Authority. Notwithstanding the foregoing, if Lessee demonstrates that it has the available funds necessary for payment of such labor and materials, or if any such work will mutually benefit both Lessee and the Authority, no payment bond shall be required.

D. Lessee acknowledges and agrees that the Demised Premises are owned by the Authority, which is a public entity, that the Demised Premises were transferred to the Authority by the United States of America with specific use restrictions and that the Demised Premises are not subject to the imposition of mechanic's liens in favor of providers of labor, material or services. Lessee further agrees to inform each of the providers of labor, material or services on or to the Demised Premises of such fact and that the Authority is not responsible for payment of any claims by any such providers of labor, material or services.

PART XI
QUIET ENJOYMENT

11.01 COVENANT OF QUIET ENJOYMENT

Provided that Lessee is not in default under this Lease, Lessee shall peacefully have and enjoy the Demised Premises, appurtenances, facilities, licenses and privileges granted in this Lease; provided, however, that certain temporary inconveniences may occur during construction of common use areas and facilities incidental to the improvement of the Airport.

11.02 INCONVENIENCES DURING CONSTRUCTION

Lessee recognizes that from time to time during the Term of this Lease it will be necessary for the Authority to initiate and pursue extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair at the Airport that will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience Lessee in its operations at the Airport. Lessee agrees that no liability shall attach to the Authority, its elected officials, officers, agents, employees, attorneys, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such activity and, for and in further consideration of this Lease of the Demised Premises, Lessee waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort; provided, however, that the Authority agrees that it shall schedule and undertake such activities in such a manner as shall reasonably minimize the disruption of the operations of Lessee on the Demised

Premises and before undertaking any such action, the Authority shall, except in case of emergency, provide reasonable advance notice to Lessee of such activity.

PART XII
MISCELLANEOUS PROVISIONS

12.01 [RESERVED – NO TEXT]

12.02 APPLICABLE LAW

This Lease, shall be interpreted and enforced in accordance with the laws of the State of California.

12.03 JURISDICTION AND VENUE

Any court action filed to enforce legal rights or remedies or to seek equitable relief regarding this Lease shall be filed in the Superior Court of the State of California in the County of San Bernardino, or in the United States District Court, Central District of California. The parties agree that no legal actions filed by the parties shall be removed or transferred to any other court except as provided herein without the express written consent of the other party.

12.04 ATTORNEYS' FEES AND COURT COSTS

In any action filed by either party to this Lease to enforce any right under this Lease or injunctive or equitable relief regarding this Lease, the prevailing party shall, in addition to any monetary awards or other relief granted by the court, recover all reasonable costs, expenses and fees of attorneys, accountants and other expert witnesses from the non-prevailing party.

12.05 LEASE BINDING

This Lease shall be binding on and inure to the benefit of Lessee and the Authority and their successors and assigns.

12.06 PARAGRAPH HEADINGS AND INDEX

Any paragraph or Section headings and index or table of contents contained in this Lease are for convenience of reference only and are not intended to define, expand or limit the scope of any provision of this Lease.

12.07 SIGNS

Lessee agrees that no signs identifying any Lessee Parties or advertising displays shall be painted on or erected in any manner upon the Demised Premises, without the prior written approval of the Chief Executive Officer, which shall not be unreasonably withheld, conditioned or delayed, and all necessary approvals, are obtained from the City of San Bernardino and other governmental entities, in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, and that signs identifying Lessee will conform to reasonable standards established by the Executive Director, with respect to type, size, design and location.

12.08 [RESERVED – NO TEXT]

12.09 [RESERVED – NO TEXT]

12.10 NOTICES

A. All notices required to be given to the either party under this Lease shall be in writing and shall be personally delivered, sent by nationally recognized overnight carrier (for next day or next business day delivery) or sent by United States Postal Service certified mail, return receipt requested, addressed to the Authority or Lessee at the addresses provided in the Basic Provisions.

B. Either party may designate in writing, delivered pursuant to Section 12.10A., a different address or persons for delivery of notices under this Lease. The effective date of service of any notice shall be the date such notice is mailed to Lessee or the Chief Executive Officer, if by certified mail or overnight courier, or the date received if by personal delivery.

C. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

12.11 WAIVER OF RELOCATION BENEFITS BY LESSEE

As a material part of the consideration for the Authority entering into this Lease Lessee hereby waives any rights that it might have to relocation assistance due to expiration of this Lease or termination of this Lease by the Authority, under California Government Code Sections 7260, et seq., or the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §§4601, et seq.) or any similar Federal or State statute, regulation, circular or order.

12.12 SEVERABILITY

If any covenant, condition or provision of this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, if the invalidity of any such covenant, condition or provision does not materially prejudice either party to this Lease in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Lease.

12.13 SECURITY

A. Lessee shall be solely responsible for taking all necessary measures to carry out security requirements imposed by the FAA or TSA on the Authority 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. Lessee shall be fully liable to the Authority for any and all fines or penalties of any nature whatsoever which may be imposed upon the Authority by the United States Government as a result of any unauthorized entry by Lessee, Lessee'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 Lessee shall be similarly liable to Authority 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 Lessee's part to control access to such areas.

B. At any time during the Term of this Lease, when requested in writing by the Chief Executive Officer, Lessee shall submit to the Chief Executive Officer the security plans that are to be used or are being used by Lessee regarding the Demised Premises.

12.14 FORCE MAJEURE

Neither the Authority nor Lessee shall be deemed to be in breach of this Lease by reason of failure to perform any obligations under this Lease, if and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which the nonperforming party is not responsible and which is not within such party's reasonable control. This provision shall not apply to (i) failures by Lessee to pay Rent, fees or other charges, or to make any other monetary payment, whatsoever, required by this Lease, except in those cases where provision is made in this Lease for the abatement of such Rent, fees, charges or payments under such circumstances; or (ii) the ability of Lessee to declare the Authority in default under this Lease. As a condition precedent to the non-performing party having the benefits of this Section 12.14 apply to any non-performance of an obligation under this Lease, the party claiming that a force majeure event has occurred shall give written notice to the other party within thirty (30) calendar days after the force majeure event has occurred setting forth the date and other specifics of the force majeure event and the effects to the non-performing party making such claim to the extent that such effects are known to the non-performing party at that time.

12.15 NO IMPLIED WAIVERS

A. No waiver of any provision of this Lease shall be implied by any failure of the Authority or Lessee, to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by the Authority or Lessee of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

B. No receipt by the Authority of a lesser payment than the Rent required under this Lease shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The Authority may accept checks or payments without prejudice to the Authority's right to recover all amounts due and pursue all other remedies provided for in this Lease.

C. The Authority's receipt of monies from Lessee after giving notice to Lessee terminating this Lease shall in no way reinstate, continue, or extend the Term or affect the termination notice given by the Authority before the receipt of those monies. After serving notice terminating this Lease, filing an action, or obtaining final judgment for possession of the Demised Premises, the Authority may receive and collect any Rent due, and the payment of that Rent shall not waive or affect such prior notice, action, or judgment.

12.16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

Lessee, its officers, agents and employees, shall cooperate and comply with the provisions of any reasonable resolution or order of the Authority concerning the use, possession or sale of alcohol or drugs at the Airport. Lessee shall maintain a drug-free workplace in conformity with all federal rules and regulations.

12.17 THIRD PARTIES

This Lease does not, and shall not be deemed or construed to confer upon or grant to any third party or parties (excepting parties to whom Lessee may assign this Lease in accordance with the terms hereof) any right to claim damages or to bring any suit, action or other proceeding against either the Authority or Lessee because of any breach hereof or to enforce any of the terms, covenants, agreements or conditions in this Lease.

12.18 CONFORMANCE WITH LAW

A. Lessee shall abide by the Airport Rules and Regulations and all applicable laws, rules and regulations of the City of San Bernardino, County of San Bernardino, State of California, and any other duly constituted public authority having jurisdiction over the Airport. Lessee shall deliver a copy of any notice of violation by any Lessee Parties or investigation of potential violation by any Lessee Parties of laws, rules, regulations, orders, opinion, guidance letters or other regulatory acts of the United States, the State of California, or any other duly constituted public authority having jurisdiction over the Airport or Lessee, within five (5) calendar days of Lessee's receipt of any such notice. Lessee agrees and understands that the commission of any illegal or unlawful act by Lessee on the Airport that is not cured within ten (10) calendar days following written notice from the

Authority shall constitute a material default by Lessee under this Lease, without further right to cure, and shall be cause for the Authority to terminate this Lease upon ten (10) calendar days' written notice to Lessee.

B. Lessee covenants and agrees that in order to confirm the assurance required by the Authority by Title VI of the Civil Rights Act of 1964 and by 49 CFR Part 21 of the regulations governing the U.S. Department of Transportation, as amended, it will not, in its occupancy, operation or use of the Demised Premises or the Airport, discriminate nor permit discrimination against any person or group of persons on the grounds of race, color or national origin, in any manner prohibited by 49 CFR Part 21 in accordance with the required provisions included in Exhibit B herein. Noncompliance with this clause will constitute a material breach of this Lease; therefore, in the event of such noncompliance, Lessee hereby authorizes the Authority to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance with this covenant, including the right to seek judicial enforcement. Lessee will reasonably cooperate with the Authority in satisfying any reporting requirements imposed on the Authority under such programs or regulations or similar programs or regulations.

C. Lessee covenants and agrees that it will undertake an affirmative action program, if required by applicable state or federal laws. Lessee will reasonably cooperate with the Authority in satisfying any reporting requirements imposed on the Authority under such programs or regulations or similar programs or regulations.

D. Nothing in this Lease shall be construed as granting or authorizing the granting of an exclusive right to perform any services at the Airport within the meaning of Section 308 of the Federal Aviation Act or any other statute, ordinance, regulation or policy of any governmental agency having jurisdiction over the Airport and/or the activities that take place at the Airport.

E. This Lease shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act of 1958, as amended, or any future act affecting the operation or maintenance of the Airport.

F. If the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease, Lessee shall have ten (10) calendar days following its receipt of written notice from the Authority of any requested Lease modification from the FAA to either deliver its written consent to the requested Lease modification to the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, or to deliver written notice to the Authority of its refusal to consent to the requested Lease modification. Any failure by Lessee to timely deliver written notice of its consent or refusal to consent to any Lease modification requested by the FAA, in accordance with this Section, shall be deemed Lessee's consent to the requested Lease modification. If Lessee refuses to consent to any Lease modification requested by the FAA, as a condition precedent to the granting of funds for the improvement of the Airport, the Authority shall have the right to terminate this Lease, in accordance with the FAA requirements but not to exceed twelve (12) months' written notice to Lessee.

G. Lessee shall obtain all necessary approvals and furnish, at its own expense, all licenses, permits and authorizations necessary for any permitted improvements and the undertaking of all activities authorized under this Lease.

12.19 ENTIRE AGREEMENT

The parties acknowledge and agree that this Lease and the attached exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and that all representations made by any official, officer, agent, attorney, or employee of the respective parties, unless expressly set forth in this Lease, are null and void and of no effect. This Lease supersedes all prior and contemporaneous written or oral agreements and understandings between the Authority and Lessee and all prior arrangements for all or any portions of the Demised Premises hereunder. This Lease cannot be changed, amended or terminated orally. No alterations, amendments, changes or modifications shall be valid unless made by an instrument in writing executed by both of the parties to this Lease.

12.20 CONDITION; FINAL APPROVAL

This Lease is expressly conditioned upon and subject to the approval of the Commission of the Authority and shall not be or become effective or binding on the Authority or Lessee until formally approved by the Commission of the Authority and fully executed by the Chief Executive Officer of the Authority, as provided for in the execution block for the Authority below and the authorized representatives of Lessee.

12.21 WAIVER OF RIGHTS OF REDEMPTION AND TO SEEK RELIEF FROM FORFEITURE

Lessee, as a part of the consideration given to the Authority for this Lease expressly waives any and all rights of redemption, right to seek relief from forfeiture, or similar right granted by or under any present or future laws including, but not limited to, California Civil Code Section 3275 and California Code of Civil Procedure Section 1179 and successor or replacement sections, if Lessee is evicted from or dispossessed of the Demised Premised for any cause not the fault of the Authority, or if the Authority obtains a judgment of possession of the Demised Premises by reason of the violation by Lessee of any of the terms, covenants, and conditions of this Lease or otherwise.

12.22 NO PRESUMPTIONS

The Authority and Lessee agree that no presumption, construction or implication favoring the position of either the Authority or Lessee shall be used or applied in the interpretation of this Lease and that the provisions of California Civil Code Section 1654 shall not apply to the interpretation of this Lease. The parties agree that any deletion of language from this Lease prior to its execution by the Authority and Lessee shall not be construed to have any particular meaning or to raise any presumption, construction, or implication, including, without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

12.23 BROKER RELATIONSHIPS

The Authority and Lessee each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder in connection with this Lease, and that no one is entitled to any commission or finder's fee in connection with this Lease. The Authority and Lessee agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges that may be claimed by any broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, and/or attorney's fees incurred with respect thereto.

12.24 ATTORNMENT

Lessee shall attorn to the purchaser or other transferee of the Demised Premises and recognize such purchaser or other transferee as the Authority under this Lease, provided such purchaser or other transferee expressly assumes all of the Authority's obligations under this Lease in writing. The Authority may transfer the Authority's interest in the Demised Premises without the consent of Lessee and such transfer or subsequent transfer shall not be deemed a violation on the Authority's part of any of the terms and conditions of this Lease.

12.25 SUBORDINATION

The rights of Lessee under this Lease are and shall be subject and subordinate at all times to the lien or other transfer of interest by the Authority of any interest in the Airport or the Demised Premises, now or in the future, to secure Authority Financing and to all advances made or hereafter to be made upon the security thereof. Within fifteen (15) calendar days after receipt of request therefore by the Authority, Lessee shall deliver to the Authority a subordination agreement in a form acceptable to the Authority as may be required as part of any Authority Financing to evidence such subordination. Notwithstanding the foregoing, the Authority shall provide Lessee with a non-disturbance and attornment agreement from the holder of any existing or future Authority Financing in a commercially reasonable form agreed to by the Authority and the holder of such Authority Financing. Lessee agrees to make any reasonable modifications to this Lease that may be required by any potential holder of Authority Financing in the future, provided such modification does not materially and adversely affect Lessee's rights or increase Lessee's obligations under this Lease.

12.26 THE AUTHORITY'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS

Except as otherwise expressly provided in this Lease, all obligations to be performed by Lessee under this Lease shall be performed by Lessee at Lessee's expense and without any reduction of Rent. If Lessee's failure to perform an obligation continues for thirty (30) calendar days after notice to Lessee, the Authority may perform the obligation on Lessee's behalf, without waiving the Authority's rights for Lessee's failure to perform any obligations under this Lease and without releasing Lessee from such obligations. Within fifteen (15) calendar days after receiving a statement from the Authority, Lessee shall pay to the Authority the amount of expense reasonably incurred by the Authority, under this Section.

12.27 INCORPORATION

All of the Exhibits, Riders, Attachments and Schedules referred to in this Lease and attached to this Lease are incorporated by this reference as though fully set forth herein.

12.28 CONSENTS AND APPROVALS

In all instances in this Lease where the consent or approval of either party is required or requested, such consent shall not be unreasonably withheld, delayed, or conditioned, unless otherwise expressly set forth in this Lease.

12.29 JOINT AND SEVERAL OBLIGATIONS OF LESSEE

If more than one individual or entity comprises Lessee, the obligations imposed on each individual or entity that comprises Lessee under this Lease shall be joint and several**.**

12.30 SUBMISSION OF LEASE

Submission of this document for examination or signature by the parties does not constitute an option or offer to lease the Demised Premises on the terms in this document or a reservation of the Demised Premises in favor of Lessee. This document is not effective as a lease or otherwise until approved by the Commission of the Authority and executed and delivered by both the Authority and Lessee.

12.31 LESSEE AUTHORITY

Lessee and each individual executing this Lease on behalf of an entity represents and warrants that:

A. The individual(s) executing this Lease on behalf of Lessee has/have full power and authority under Lessee's governing documents to execute and deliver this Lease in the name of an on behalf of Lessee and to cause Lessee to perform its obligations under this Lease;

B. Lessee is authorized to transact business in the State of California and has the power and authority under applicable law and its governing documents to execute and deliver this Lease and to perform its obligations under this Lease.

12.32 U.S. DEPARTMENT OF COMMERCE PROVISIONS

Lessee acknowledges that the Authority is and has been the recipient of certain U.S. Department of Commerce, Economic Development Administration (EDA) grant funding which has been expended for improvements to the Demised Premises and that it must comply with (EDA) policies. Lessee acknowledges that its use of the Demised Premises relating to EDA is subject to review by the EDA.

Lessee agrees to comply with the Authority's responsibilities pursuant to compliance with the provisions of Section 112 of Public Law 92-65 (42 U.S.C. 3123) and 42 U.S.C. 6709, and the

U.S. Department of Commerce's implementing regulations found at 15 C.F.R. §§ 8.7-8.15, and any amendments thereto.

Lessee agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the U.S. Department of Commerce's implementing regulations found at 15 C.F.R. part 8b; Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the U.S. Department of Commerce's implementing regulations found at 15 C.F.R. part 20, and the nondiscrimination on the basis of age regulations found at 45 C.F.R. part 90.

Such requirements hold that no person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which federal financial assistance has been extended.

In accordance with these assurances and without limiting the above, Lessee agrees that these assurances shall be binding upon it and any grantees, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through any modification or amendment to the financial assistance award or to the project. The Authority agrees to provide advance written notice to Lessee of any such modifications or amendments.

Lessee acknowledges that it is aware that if there appears to be a failure or threatened failure to comply with these assurances and the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be affected by the suspension or termination of, or refusal to grant or to continue, federal financial assistance or by any other means authorized by law.

PART XIII
RENT SCHEDULE

13.01 The following rent schedule shall apply (rounded to the nearest dollar):

- Rent Schedule:
  Year 1---------- = $8,552.00 per month *
  " 2---------- = $8,809.00 "
  " 3---------- = $9,073.00 "
  " 4---------- = $9,345.00 "
  " 5---------- = $9,625.00 "
  * Upon final approval by Authority of Lessee's building and site improvements, the monthly rental rate shall be reduced by an amount not to exceed $3,333.00 per month throughout the initial term of the lease. This amount is based on the Lessee's estimate of a potential expenditure of up to $200,000.00 to the Leased Premises with the amount amortized over the term of the lease. In the event this expenditure is less, the monthly amount shall be reduced accordingly.
- Option Term:
  Year 6---------- = $9,914.00 per month
  Year 7---------- = $10,211.00 "

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have executed this Lease be effective as of the day and year first set forth above.

AUTHORITY:

San Bernardino International Airport Authority, a California Joint Powers Authority

By: _____
Michael Burrows
Title: Chief Executive Officer

Date: _____

LESSEE:

Aloft Aviation Services, LLC, a South Carolina limited liability company

By:_____

Title: _____

Date: _____

Exhibit “A-1”
Building

Exhibit “A-2”
Demised Premises

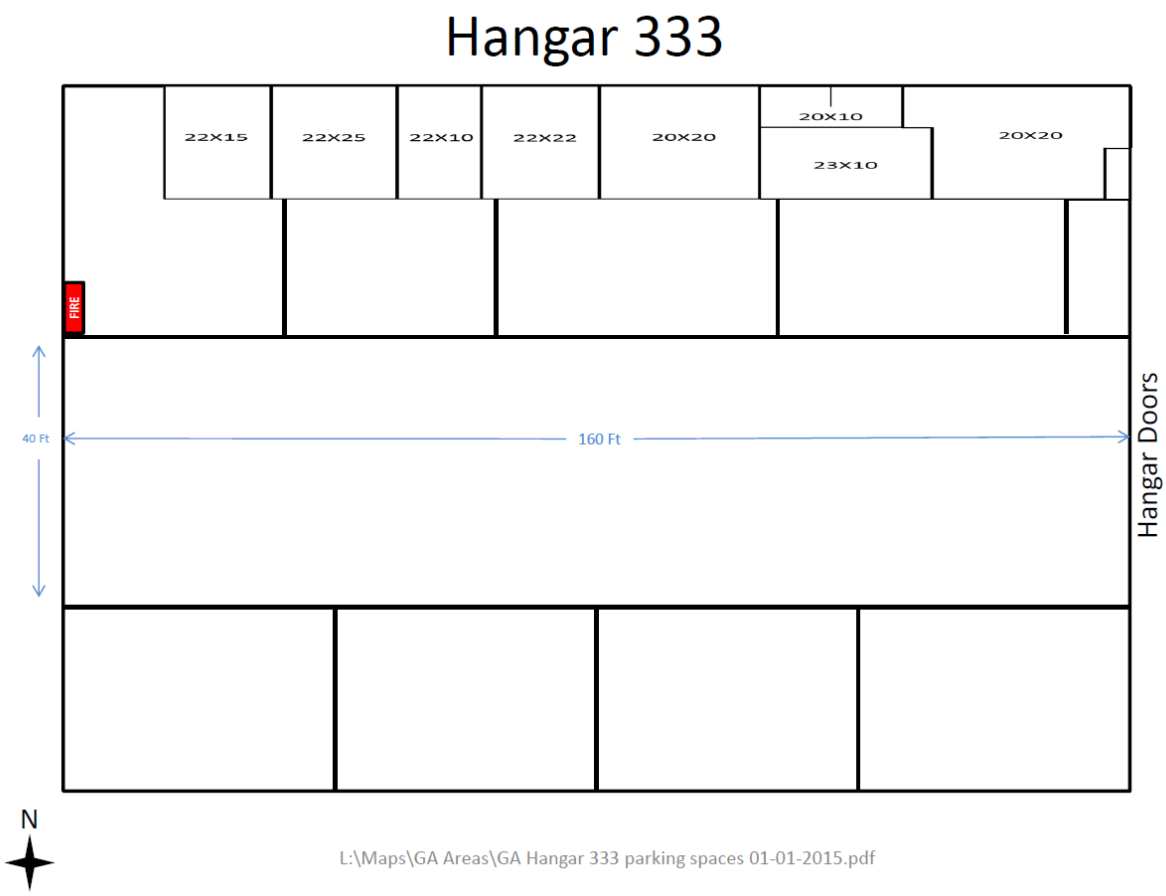


Exhibit "B"

FAA Contract Provisions for Leases, License Agreements and Permits

1. GENERAL CIVIL RIGHTS PROVISIONS

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

B. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

C. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes 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 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 Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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

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

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

3. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVEDUNDER THE AIRPORT IMPROVEMENT PROGRAM

A. The (grantee, lessee, LESSEE, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, LESSEE, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the SBIAA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

4. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the SBIAA pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, LESSEE, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land" 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, (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, LESSEE, 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.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the SBIAA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

5. 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 (hereinafter referred to as the "Contractor") 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 "program 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 § 168, et seq).

Exhibit “C”

Airfield Area

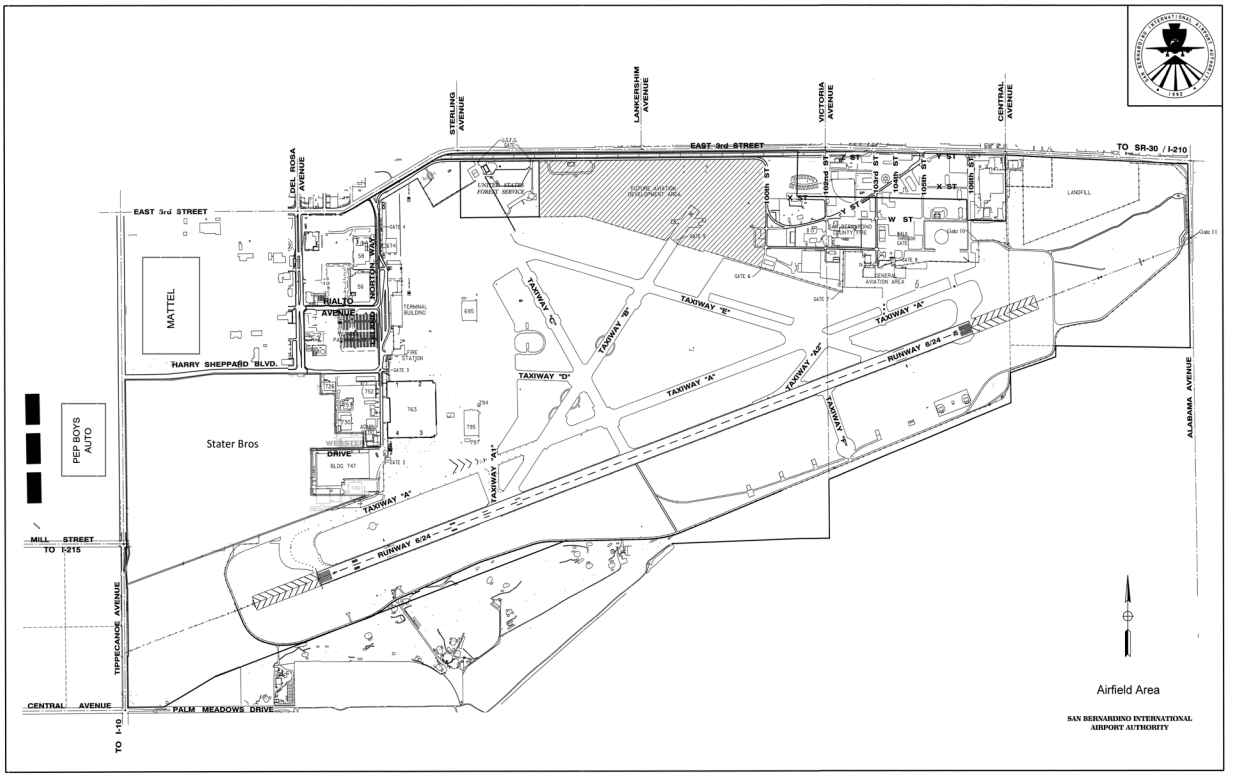


Exhibit "D"
Lessee Improvements

BOLT CONSTRUCTION

1753 S. Lang Ave.
West Covina Ca.
91790
LIC # 481375
TEL # 626-945-7563

Estimate

Estimate No: 7695
Date: 8/15/2024

Bill To:

Aloft Aviation
San Bernardino Ca.

Sl No	DESCRIPTION OF WORK	QUANTITY	Total
1	Return exterior Bathrooms to serviceable condition, repair door, clear main restroom doors by leveling out dirt due to Restrooms door unusable, replace toilets with new, replace sink and faucets with new, replace bathroom stall doors with new. Paint Bathroom repair minor wall damage and repaint bathrroms.	1	$43,750
2	Repair asphalt on apron, Qty: 8 2'X2' holes need repair, asphalt resealing after repairs. 6,000 Sq Ft.	1	47,321
3	Repair Roof Vent system, Man Lift Rental, 2 guys repair all Center Hangar Vents to prevent birds and rain from coming inside the hangar	1	$12,500
4	Removing old scales, blisters etc. of interior surface of office walls,ceiling by scraping etc. and preparing smooth and even surface with rendering or cement mortar (1:2) (as necessary), to make the surface suitable for receiving distemper.	237	$9,300
5	Removing loose scales, blisters dust from Hangar walls, clean all hangar walls from Dust and Debris, Patch Old Swamp Cooler holes. Touch up paint and repaint where necessary	1	$14,195
6	Replace 120 Hangar Flourescent Lights with LED lighting.	1	$34,620
7	Clean and Service Hangar doors, tracks, and rollers. Price does not include parts or rollers if required replacement.	1	$2,750
8	Clean, Acid Wash, Prep, and Pant entire Hangar Floor Approximately 16,000 Sq Ft. of Hangar Floor	1	$49,830

- The contract shall be for the full quantity as described.
- The quotation shall be signed by the customer.
- **Please contact with the office of the undersigned for any further clarifications.**
- The rates to be quoted should be inclusive of all taxes. There will be no change of rates with market variation.
- The contractor must stick to their work program including quality control of works firmly and monitor the works accordingly.
- The contractor shall start the work from the next day after the receipt of the work order.

Exhibit “E”

Airport Roadway Area

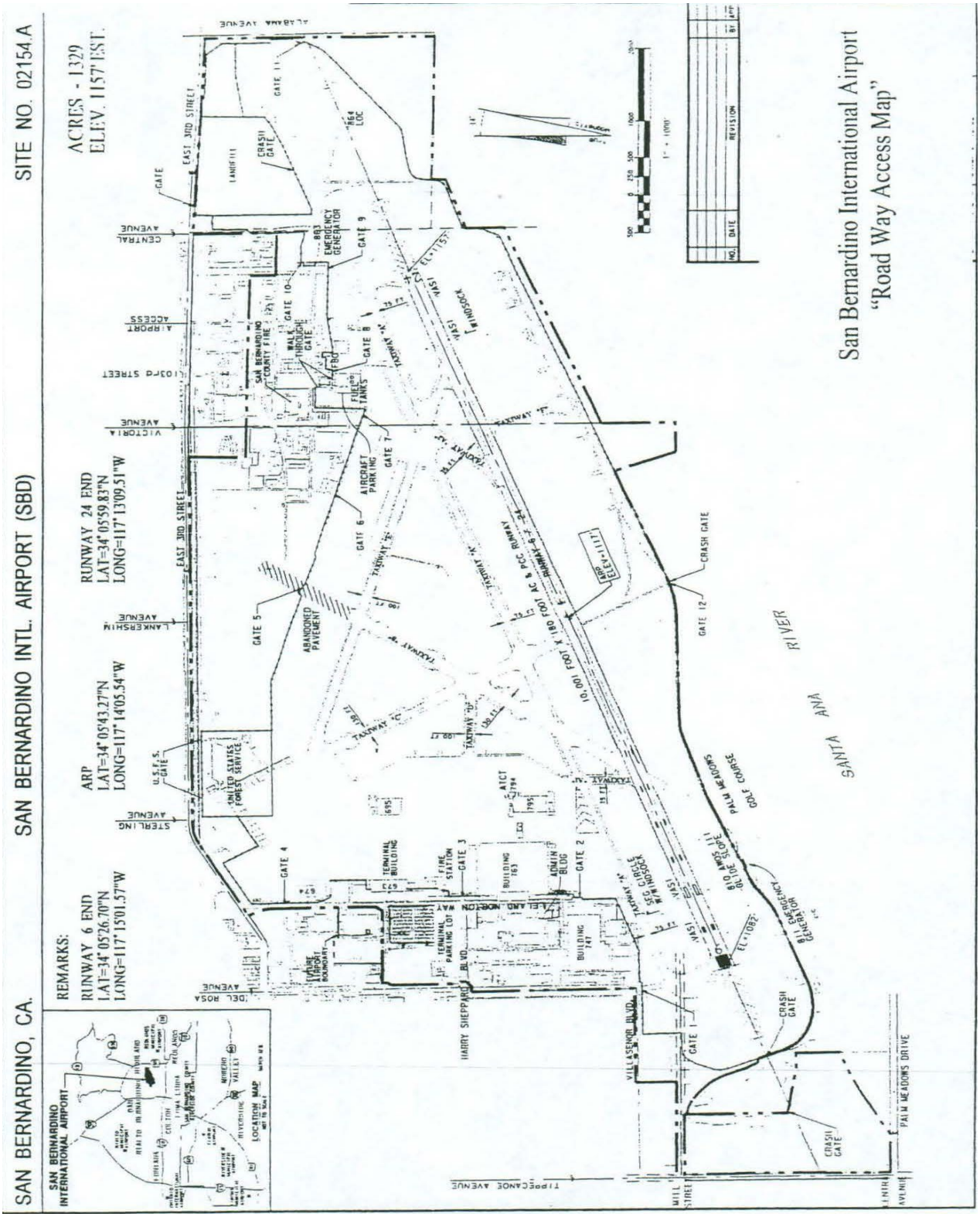


Exhibit “F”

Airport Rules and Regulations

Exhibit "G"

Airport Related Provisions

1. AUTHORITY OPERATION OF AIRPORT AND AIRFIELD AREA

In accordance with FAA Rules and Regulations, the Authority agrees to provide, operate and maintain the Airport and to make the Airfield Area, on a non-exclusive basis, available for use by LESSEE, its invitees, guests and licensees. LESSEE's use of the Airfield Area is subject to compliance with FAA Rules and Regulations, the Airport Rules and Regulations, the Airport Fee Schedule and the Authority's right to change or modify the Airfield Area or take portions of the Airfield Area and lease the same to third parties. LESSEE, its invitees, guests and licensees, shall, at all times during the Term of this Lease, have non-exclusive use of the Airport Roadway Area for ingress to and egress from the Demised Premises. The Authority may designate the portions of the Airport Roadway Area that LESSEE shall be allowed to use and may change such designation from time to time, as long as LESSEE has reasonable access, consistent with the use of the Demised Premises by LESSEE for the purposes authorized by this Lease.

2. NON-EXCLUSIVE USE OF AIRFIELD AREA AND OTHER COMMON USE FACILITIES AT THE AIRPORT

A. LESSEE shall have access to and the non-exclusive use of the Airfield Area and other common use facilities and services at the Airport, as follows:

(1) Runways for the purposes of landing and take off of aircraft;

(2) Taxiways for the purpose of the ground movement of aircraft;

(3) Run-up ramps, as defined in Exhibit "C" to this Lease for the purposes of engine run-ups and engine tests;

(4) Any other use normally incident to the foregoing, with the prior written consent of the Authority.

B. LESSEE's use of the Airfield Area and any designated portions of the Airport Roadway Area shall be nonexclusive and in common with others authorized by the Authority to use the Airfield Area or the Airport Roadway Area and is conditioned upon LESSEE's compliance with FAA Rules and Regulations, Airport Rules and Regulations the Airport Fee Schedule, and Airport Minimum Standards.

C. Positions on any public air passenger or cargo ramp that are for the purpose of loading and unloading aircraft and not located on the Demised Premises, shall be at all times under the control of the Executive Director. Ramp services or other aircraft maintenance activities on, over or outside of the Demised Premises must be provided in accordance with the Airport Rules and Regulations.

D. Authority shall have the right, without resulting in an actual or constructive eviction of LESSEE or otherwise disturbing the right of LESSEE to quietly use or enjoy the Demised Premises, and without abatement of Rent under this Lease, to do, cause or authorize any of the following:

(1) Temporarily close any part of the Airfield Area, to repair, maintain or improve the Airfield Area, or for any other reasonable purpose;

(2) Change the nature of the Airfield Area, including without limitation, change the location, size, shape and number of runways and taxiways, entry points, or the location, size or shape of any other part of the Airfield Area;

(3) Adopt and enforce storm water and surface water discharge standards for discharges from the Demised Premises to the Airfield Area or any other areas, as may be necessary or appropriate to comply with all applicable laws and permits issued to the Authority;

(4) Perform any other acts and make all necessary changes and alterations in the Airfield Area that the Authority may deem necessary or appropriate, including, from time to time, shutting down all or a portion of the Airfield Area for repair, maintenance or safety reasons.

E. Except in case of emergency, the Authority shall provide reasonable advance notice to LESSEE of any action by the Authority that may interfere with LESSEE's operations at the Airport and shall reasonably coordinate with LESSEE the timing and manner of such action, so as to minimize the interference with LESSEE's business operations at the Airport so far as reasonably possible.

3. RATES, FEES AND CHARGES FOR THE USE OF THE AIRPORT; LANDING FEES

A. The Airport Fee Schedule is established from time to time by the Authority, in accordance with published nondiscriminatory accounting and rate-making procedures established and adopted by the Authority and includes the right to impose charges previously or currently imposed. LESSEE shall be required to pay all rates, fees and charges for use of the Airport by itself, its invitees, guests or licensees, within thirty (30) calendar days of the date of the first statement for such charges from the Authority, excluding aircraft storage on the Demised Premises.

B. The Authority reserves the right during the Term to add to or modify the Airport Fee Schedule, or other rates, fees or charges for use of the Airport, including the right to impose charges not previously or currently imposed. Specifically, the Airport Fee Schedule pertains to landing fees, fuel flow fees (based on cost of cents per gallon on all types of fuels), tie-down, storage or parking fees, Airport business permits, and other fees related to use of services, goods or Airport facilities.

C. During the Term, LESSEE shall pay fuel flow fees consistent with the Airport Fee Schedule. If LESSEE utilizes the services of an approved party as then permitted by the Authority to provide fueling services on the Airport, fuel flowage fees will be collected by the approved party and remitted to the Authority.

4. AIRPORT ROADWAY AREA

A. The Authority exclusively controls the Airport Roadway Area. LESSEE and LESSEE's employees, agents, suppliers, shippers, customers, invitees and guests shall have a nonexclusive right to use the Airport Roadway Area at all times during the Term of the Lease, for pedestrian and motor vehicle ingress to and egress from the Demised Premises, subject to the rights reserved by the Authority under the Lease, FAA Rules and Regulations and the Airport Rules and Regulations governing use of the Airport Roadway Area.

B. The Authority may do, cause or authorize any of the following activities, which shall not be an actual or constructive eviction of LESSEE, disturbance of the quiet use or enjoyment of the Demised Premises by LESSEE, terminate this Lease or justify any abatement of Rent under this Lease, as long as LESSEE has reasonable access to the Demised Premises at all times during the Term of this Lease:

(1) Temporarily close any part of the Airport Roadway Area to repair, maintain or improve the Airport Roadway Area or for any other reasonable purpose;

(2) Change the nature of the Airport Roadway Area, including, without limitation, changing the location, size, or shape, changing the number of driveways or entry points to the Airport Roadway Area, or the location, size, or shape of any parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas or walkways situated within the Airport Roadway Area;

(3) Exclude from or add land and/or improvements to the Airport that enjoy a non-exclusive right of use of the Airport Roadway Area;

(4) Remove unidentified or unauthorized persons, vehicles, personal property or improvements from the Airport Roadway Area;

(5) Cause the street address of the Demised Premises to be changed for all purposes;

(6) Use or allow the use of the Airport Roadway Area by third persons for pedestrian and motor vehicle ingress and egress to any part of the Airport or for the provision of underground or overhead utility services to any part of the Airport or other property or while engaged in maintenance, repairs, construction or other alteration to any part of the Airport or other property;

(7) Offer the Airport Roadway Area, or any portion thereof, or any utility service facility located therein, for dedication to the City of San Bernardino, pursuant to Government Code Section 7050 or other applicable law or to authorize enforcement by the City of San Bernardino of the Vehicle Code of the State of California for all or any portion of the Airport Roadway Area;

(8) Adopt and enforce storm water and surface water discharge standards for discharges from the Demised Premises to the Airport Roadway Area, as may be necessary or appropriate to comply with all applicable laws and permits issued to the Authority; and

(9) Perform any other acts and make other changes or alterations in the Airport Roadway Area and the Airport, as the Authority may deem necessary or appropriate.

C. Except in case of emergency, the Authority shall provide reasonable advance notice to LESSEE of activities to be conducted by or on behalf of the Authority affecting the Airport Roadway Area that could reasonably be anticipated to impact LESSEE and shall reasonably coordinate with LESSEE the timing and manner of such activities so as to minimize disruption of LESSEE's operations at the Airport.

D. LESSEE shall comply with all Airport Rules and Regulations relating to the use of the Airport Roadway Area and the application of the State of California Vehicle Code to the Airport Roadway Area. LESSEE shall not conduct business in the Airport Roadway Area, store any personal property in the Airport Roadway Area or otherwise place any obstacle or obstruction in the Airport Roadway Area. LESSEE shall comply with all vehicle traffic regulations and vehicle parking regulations imposed by the Authority, any municipal jurisdiction or the State of California on the Airport Roadway Area, including the provisions to be enforced by the City of San Bernardino pursuant to the State of California Vehicle Code. LESSEE shall not cause or authorize the construction or encroachment of any utility installation for the benefit of the Demised Premises on, in or under the Airport Roadway Area, except upon the prior written approval of the Authority which may be withheld or conditioned at Authority's sole discretion.

5. AIRCRAFT OPERATIONS

A. The Authority agrees to operate the Airport in accordance with its FAA-approved Airport Certification Manual, as may be amended from time to time, as required by FAA Federal Aviation Regulation Part 139. LESSEE shall ensure that all of its Aircraft Operations are conducted in a manner consistent with the requirements described for the Airport in the FAA Airport/Facility Directory, as amended from time to time.

B. In the event that the Authority should, during the Term of this Lease, incur any costs or expenses providing ARFF services to LESSEE, or receive a bill from any local fire department, police, rescue or ambulance service for services provided by such entities to LESSEE, LESSEE shall remit to the Authority payment in full for such sums, upon demand.

6. OPERATION OF THE CONTROL TOWER

The Authority is not obligated to furnish or provide any staffing for or equipment or facilities in connection with control tower operations at the Airport for the benefit of LESSEE, pursuant to this Lease or otherwise. The Authority may provide some general level of control tower services at the Airport, as may be deemed necessary or desirable by the Authority, in its sole discretion. To the extent that any such Authority provided levels of control tower services are insufficient to meet the business needs of LESSEE, the Authority and LESSEE may make a separate agreement for the Authority to provide such additional operations as may be required to obtain the level of control tower services desired by LESSEE, with LESSEE paying the costs for such additional services. It is expressly understood by LESSEE that the Authority may decrease the services offered by the control tower and the Airport, including its Instrument Landing System

("ILS") and Automated Weather Observation System ("AWOS") capabilities, at any time and without any default under this Lease. The Authority's only obligation is to provide the minimum level of ILS and/or AWOS capabilities required by the FAA pursuant to Federal Aviation Regulations Part 171, if any.

Exhibit "H"

Deed Requirements

The following disclosures, notices and provisions are made by Authority to LESSEE and are hereby incorporated into the Lease with the same effect as if fully stated therein:

1. **NOTICE OF HAZARDOUS SUBSTANCES GIVEN UNDER CERCLA SECTION 120 (h)(3)**

Pursuant to CERCLA Section 120 (h)(3), the applicable provisions of the Quitclaim Deed and all of the various studies and reports prepared by the Air Force, as referenced therein, the Air Force has given notice informing all interested persons of certain information relating to the presence of certain hazardous substances or toxic or contaminating materials that may affect or concern the Airport and the Demised Premises. The CERCLA notice of the Air Force, as set forth in the Quitclaim Deed, also includes a description of remedial action taken by the Air Force that affects or concerns the Airport and the Demised Premises prior to the date of this Lease, and the existence and effect of the remedial environmental action covenant of the Air Force concerning the Airport and the Demised Premises.

2. NOTICE OF LEAD-BASED PAINT (LBP) AND ASBESTOS-CONTAINING MATERIAL (ACM) IN THE DEMISED PREMISES AND DISCLAIMER

A. The Demised Premises includes improvements constructed before 1978 that are presumed to contain LBP and ACM. LESSEE acknowledges that it received information from the Authority regarding the potential of LBP and/or LBP hazards and ACM hazards on the Demised Premises prior to entering into this Lease.

B. No warranties, either express or implied, are given by the Authority regarding the condition of the Demised Premises, including, without limitation, whether the Demised Premises does or does not contain LBP and/or ACM. The information provided to LESSEE, including its predecessor in interest pursuant to the Original Lease, by the Authority relating to LBP and ACM was obtained by the Authority from the Air Force and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the Authority or the Air Force, shall not constitute grounds for any claim by LESSEE against the Authority with respect to the presence of LBP and/or ACM on the Demised Premises. The failure of LESSEE to inspect the Demised Premises for LBP and/or ACM, or to be fully informed as to the condition of all or any portion of the Demised Premises, will not constitute grounds for any claim or demand by LESSEE against the Authority or the Air Force with respect to LBP and/or ACM.

C. LESSEE covenants and agrees that in its use and occupancy of the Demised Premises, it will comply with all applicable Environmental Laws relating to LBP and ACM. The Authority assumes no liability for damages for personal injury, illness, disability, or death to LESSEE, or to LESSEE's employees, agents, invitees, guests, vendors or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind

whatsoever with LBP and/or ACM on the Demised Premises, whether LESSEE properly warned, or failed to properly warn, the persons injured. Notwithstanding anything to the contrary in this Lease, neither the Authority nor LESSEE shall have any obligation to remove or remediate any LBP or ACM on the Demised Premises; provided, however, that LESSEE shall be obligated to remediate any LBP or ACM condition resulting from any disturbance, release or discharge of any LBP or ACM existing on the Demised Premises caused by any LESSEE Parties. Further, LESSEE shall have no liability of any kind for the existence of hazardous substances, including any LBP or ACM located in, on or about the Airport and Demised Premises that existed or originated prior to the Term of this Lease and which were not disturbed, released or discharged by LESSEE.

3. RELEASE OF THE AUTHORITY BY LESSEE RELATING TO LBP, ACM AND ALL OTHER HAZARDOUS SUBSTANCES

A. Without limiting the above, LESSEE on behalf of itself and its successors and assigns, waives and releases the Authority its elected officials, officers, employees, attorneys, consultants and agents and their successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liability, damages, penalties, fines, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the presence, alleged presence or remediation of LBP, ACM and all other harmful or Hazardous Substances in, under, or about the Demised Premises including, without limitation, any claims under or on account of any Environmental Laws.

B. LESSEE expressly waives any rights or benefits available to it with respect to the release set forth in the preceding Section under any provision of applicable law that generally provides that the general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Lease, LESSEE acknowledges that it fully understands the foregoing and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in Section 3.A above and without limiting the generality of the foregoing:

> The undersigned acknowledges that it has been advised by legal counsel of its own choosing of the substance of the foregoing and the following and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:
>
> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
>
> The undersigned, being aware of this California Civil Code Section 1542, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of the authorized and/or managing member of LESSEE: _____

The provisions of Sections 3.A. and 3.B. shall survive any expiration or termination of this Lease.

4. AIR FORCE INDEMNITY – INSPECTION RIGHTS

A. The Air Force may be obligated, pursuant to Section 330 of the National Defense Authorization Act of 1993, as amended, to indemnify the Authority, or LESSEE from and against certain suits, claims, demands or actions, liability, judgment, cost or fees arising out of any claim for personal injury or property damage resulting from the unauthorized release or threatened release of any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative on, in, under or around the Demised Premises. In addition, except to the extent set forth in the Quitclaim Deed with respect to LBP and ACM, the Air Force may be liable pursuant to Section 120(h) of CERCLA, for certain remedial actions found to be necessary on the Demised Premises on or after the Commencement Date.

B. In the event that any governmental agency having jurisdiction over the Demised Premises requires LESSEE, as a successor in possessory interest of the Air Force or the Authority in the Demised Premises, to take any removal or remedial action with regard to any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative on, in, under or around the Demised Premises for which the Air Force may be responsible under Section 120 (h) of CERCLA, or in the event of any dispute over the nature or scope of the obligations of the Air Force to indemnify LESSEE under Section 330 of the National Defense Authorization Act, or to remediate any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative under Section 120(h) of CERCLA, the Authority agrees to cooperate fully with LESSEE in tendering such a claim of indemnity to the Air Force. The Authority shall do so without assuming any liability, or obligation for such action, and shall sign any documents reasonably requested by any governmental agency or by LESSEE, provide any information or reasonable access to information in its possession or control and reasonably required in connection with such action. Notwithstanding anything in this Section 4.B. to the contrary, no provision of this Section 4.B. shall relieve LESSEE from its responsibility to comply with all Environmental Laws applicable to the activities of LESSEE on the Demised Premises, nor excuse any performance otherwise required of LESSEE under this Lease, nor result in any abatement of Rent, during any period that the Demised Premises are rendered unusable.

C. The Authority and the Air Force and/or their consultants, contractors and subcontractors shall have the right to enter upon the Demised Premises and conduct investigations and surveys, to include drillings, compiling, etc., as required under the Lessee Air Force Base Installation Restoration Program, the FFA (as defined in Section 8.11A) or the Quitclaim Deed. These inspections or surveys will be coordinated with a representative designated by LESSEE and will occur on reasonable prior notice. Inspections will be conducted with a representative of LESSEE, and in such manner so as to reasonably minimize any disruption to the operations of LESSEE on the Demised Premises.

5. **DEMISED PREMISES, A NATIONAL PRIORITY LIST SITE**

LESSEE acknowledges that the Airport is identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. LESSEE acknowledges that the Authority provided it with access to the Lessee Air Force Base Federal Facility Agreement Under CERCLA Section 120 (the "FFA") entered into by EPA Region 9, the State of California, and the United States Air Force on June 29, 1989, and agrees that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA will prevail. LESSEE further agrees that the Authority assumes no liability to LESSEE should implementation of either the FFA or any provisions of the Quitclaim Deed interfere with LESSEE's use of the Demised Premises. LESSEE shall not have any claim on account of any such interference against the Authority or any elected official, officer, agent, employee, attorney, consultant or contractor of the Authority. However, if the business operations of LESSEE on the Demised Premises are substantially disrupted for a period of thirty (30) calendar days or more by activities in implementation of the provisions of the FFA or the Quitclaim Deed, then LESSEE may terminate this Lease, upon thirty (30) calendar days prior written notice to the Authority.

6. **HAZARDOUS WASTE LINE**

LESSEE acknowledges that it is aware of the Hazardous Waste Line that is located and extends under or near the Demised Premises. LESSEE and the Authority further acknowledge and agree that the Hazardous Waste Line is the sole responsibility of the Air Force and that neither the Authority nor LESSEE shall be responsible for remediation thereof, nor for any damages of any kind whatsoever suffered by LESSEE or the Authority as a result of any leakage or contamination of the Demised Premises from the Hazardous Waste Line, including, but not limited to, personal injuries, contractual damages, or loss of business or business goodwill. In the event of any significant leakage or contamination of the Demised Premises from the Hazardous Waste Line, LESSEE shall have the option, upon thirty (30) calendar days' prior written notice to the Authority, to terminate this Lease.

C. The Authority and LESSEE further acknowledge that the United States government may be obligated, pursuant to Section 330 of the National Defense Authorization Act of 1993 (as amended), to indemnify the Authority and LESSEE from and against any suits, claims, demands or actions, liabilities, judgments, costs or other fees arising out of any claim for personal injury or property damage resulting from the release or threatened release of any hazardous substance, pollutant or contaminant, or petroleum or petroleum derivative affecting the Demised Premises. In addition, the Authority and LESSEE acknowledge that the United States government may be liable, pursuant to Section 120(h) of CERCLA, for any remedial action found to be necessary on the Demised Premises associated with any release or threatened release of hazardous substances affecting the Demised Premises that may have occurred prior to the date of the Quitclaim Deed.

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 2024** **ITEM NO: 13** **PRESENTER: Darrell Hale, Property Manager**

SUBJECT: APPROVE A LEASE AGREEMENT WITH WORLD WIDE WINGS, LLC FOR BUILDING NO. 339

SUMMARY

The proposed lease with World Wide Wings, LLC (WWW) would include approximately 8,397 square feet of Building No. 339 located at 2885 "U" Street, San Bernardino California in the general aviation area on the northeast portion of the San Bernardino International Airport. WWW is an FAA Part-141 flight school. This agreement would facilitate WWW's continued operations and expand the company's presence at SBD.

RECOMMENDED ACTION(S)

Approve a lease agreement with World Wide Wings, LLC (WWW) for Building No. 339; and authorize the Chief Executive Officer to execute all related documents, subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

Approval of this item will result in a $77,870 increase in estimated revenues. The then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-25 budget in the Property Management Fund, Account 41700 - Lease Revenue in the amount of $12,823,903.70 will increase by $77,870 to $12,979,643.70.

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

BACKGROUND INFORMATION

World Wide Wings, LLC, a California limited liability company (WWW), has been operating a flight school and pilot training facility at the San Bernardino International Airport since 2016. The company has been leasing former Norton Air Force Base Building No. 339 located at 2885 East "U" Street, San Bernardino, CA 92408 on the northeast portion of the San Bernardino International Airport. As an FAA Part-141 and Part-145 certificated company, WWW specializes in pilot training and certification and repair station services. The company is seeking to extend the term of its lease and continue its occupancy of Building No. 339 to support its continued growth and operations.

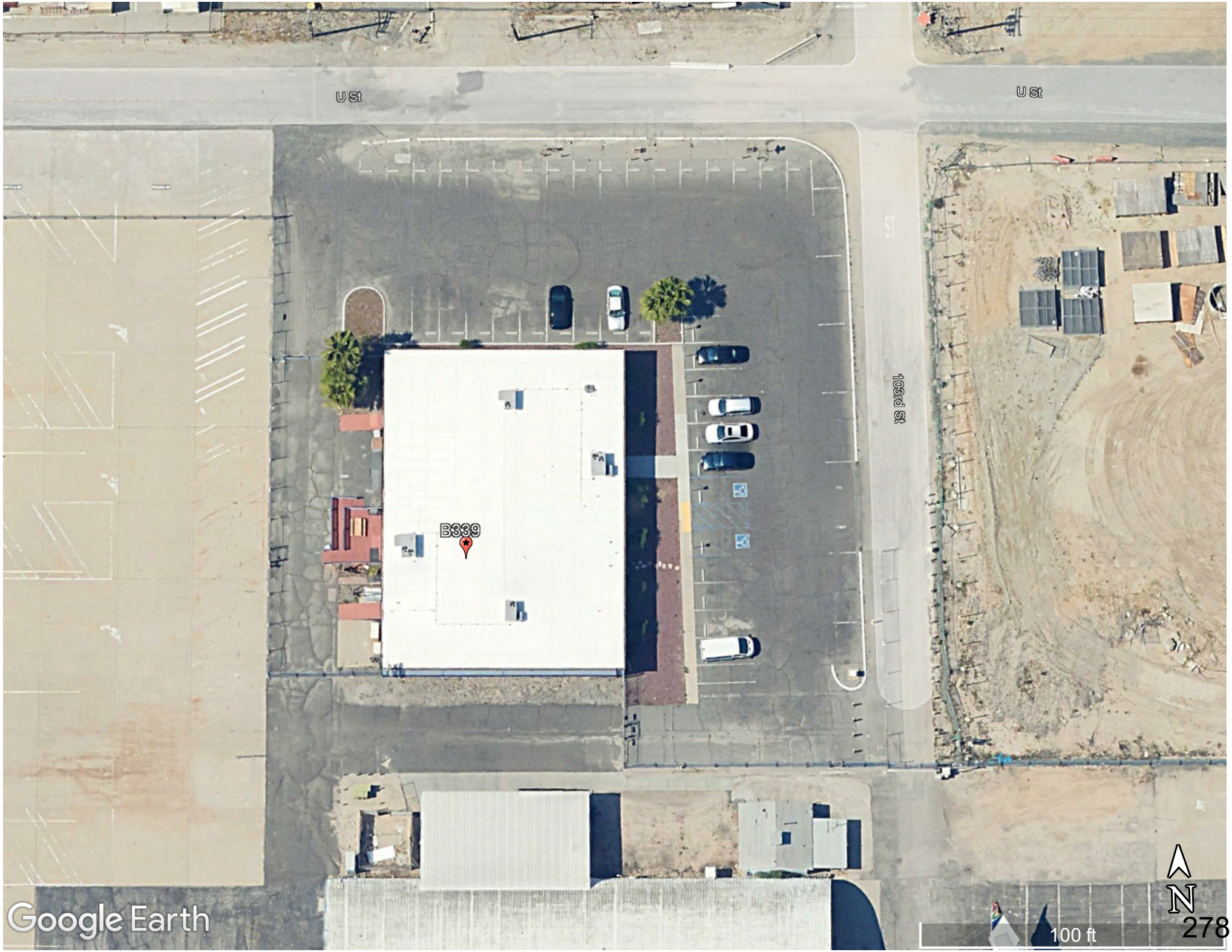
Principal lease terms and conditions by and between SBIAA and WWW are as follows:

- Commencement Date: September 1, 2024
- Premises: approximately 8,397 square feet of building space
- Aircraft Ramp consisting of tie down areas adjacent to the building
- Lease Term: Five (5)-years, with a two (2) year option to extend
- Three percent (3%) annual rent escalations
- Security Deposit: $10,727.00 currently on file
- Monthly lease revenue of $7,787.00 per month ($93,444.00 annually)
- WWW to maintain all portions of the premises and pay all applicable utility usage charges
- WWW to pay all applicable possessory interest taxes and maintain commercial general liability and hangar keepers insurance coverage naming SBIAA as an additional insured
- WWW will maintain an active flight school certificate durng the term prusuant to Title 14 of the Code of Federal Regulations (14 CFR Part 141)
- WWW to comply with all applicable laws, Airport, FAA, and TSA rules and regulations

Staff recommends the Commission approve the recommended action as set forth above.

Attachments:

1. Site Map
2. Form of Lease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AIRPORT LEASE NO. _

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

BUILDING NO. 339 LEASE AGREEMENT

Between

San Bernardino International Airport Authority

a California Joint Powers Authority, as Lessor

and

WORLD WIDE WINGS, LLC. as Lessee

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of **July 29, 2024,** by and between the San Bernardino International Airport Authority, a California joint powers authority existing and acting pursuant to Government Code Sections 6500, et seq. (the "Authority"), and the Lessee identified below

Authority is the owner of that certain building and improvements identified as Building No. 339 and adjacent ramp area (the "Building") located at the San Bernardino International Airport and identified on Exhibits "A-1 & A-2" attached hereto.

Authority hereby agrees to lease Building 339 office space described below as the "Demised Premises" to Lessee and Lessee hereby agrees to leases the Premises from Authority on the terms and conditions contained in the Basic Provisions and the General Provisions set forth below.

BASIC PROVISIONS

1. **Lessee**: World Wide Wings LLC, a California limited liability company

2. **Lessee's Address**: 2885 "U" Street, San Bernardino, CA 92408

3. **Demised Premises**: The approximately 8,397 square feet of office space located in Building 339 as depicted on Exhibit "A-1 & A-2 " attached hereto.

4. **Term**: The initial term of this Lease shall commence on **September 1, 2024** and expires on **August 31, 2029** ("Expiration Date").

5. **Extended Term**: Lessee shall have one (1), two (2)-year option to extend the Term of this Lease ("Extended Term") subject to the terms and conditions contained in **Section 3.02** of the General Provisions.

6. **Base Rent**: The base monthly rent payable under this Lease shall be $7,787.00 per month* ("Base Rent") for the first year of this Lease, payable in advance on the first day of each month . The Base Rent payable hereunder shall be subject to adjustment as provided in Section 4.01 of the General Provisions. * See Rent Schedule

7. **Additional Rent**: None

8. **Parking Spaces**: Lessee shall have the non-exclusive right to use parking spaces sufficient for its employees and invitees.

9. **Triple Net Lease**: This is a triple net (NNN) lease and all expenses related to possessory interest taxes, building insurance, and building maintenance are to be paid by Lessee, as outlined in this Agreement.

10. RESERVED

11. RESERVED

12. **Security Deposit**: Lessee deposited with Authority a security deposit in the amount of Ten Thousand Seven Hundred Twenty-Seven Dollars and 00/100 Dollars ($10,727.00), which shall be held by Authority in accordance with the terms of Section 10.01 of the General Provisions.

13. **Use of Demised Premises**: Lessee shall use and occupy the Demised Premises for the following purpose, and for no other purpose without the prior written consent of Authority: Flight School & Pilot Training Facility.

14. **Lease Improvements -** Authority shall have no obligation to construct any improvements to the Premises and Authority offers no financial incentives to Lessee hereunder.

15. **Authority's Address**: 1601 East Third Street, Suite 100
San Bernardino, CA 92048
ATTN: Chief Executive Officer

GENERAL PROVISIONS

ARTICLE I
DEFINITIONS

1.01 [Reserved]

1.02 "Aircraft Operations" shall mean all aircraft movements and operations at the Airport that are conducted by Lessee, its sublessees, licensees, invitees, and guests or are for the benefit of Lessee, its sublessees, licensees, invitees, and guests and other parties conducting business with Lessee, its sublessees, licensees, invitees, and guests.

1.03 "Airfield Area" shall mean: (i) existing runways, (ii) existing taxiways, (iii) existing ramp and apron areas, (iv) any additions or extensions to existing runways, taxiways, ramp and apron areas following the date of this Lease, and (v) any facilities provided by the Authority at the Airport for public and common use by aircraft operators, servicers and others in connection with the landing and taking off of aircraft or in connection with operations authorized by the Authority to be performed upon the runways, taxiways and ramp and apron areas; but, only as and to the extent that the areas described in (i) through (v) are from time to time provided by the Authority at the Airport for public and common use by aircraft operators, servicers and others, pursuant to the Airport Rules and Regulations. The existing Airfield Area is depicted on Exhibit "C" attached to this Lease.

1.04 "Air Force" means and refers to the United States Air Force. The Air Force is the grantor under the Quitclaim Deed and reserves certain interests in the Airport, including the Demised

Premises, pursuant to the Federal Property and Administration Services Act of 1949, as amended, and CERCLA.

1.05 "Airport" means the San Bernardino International Airport including, without limitation, the Airfield Area, aircraft maintenance facilities, terminal, hangar and cargo buildings, parking areas, Airport Roadway Area, and other infrastructure and related improvements whether owned or operated by the Authority or other parties.

1.06 "Airport Fee Schedule" means the rates, fees, and charges for the use of the Airport or Airfield Area, which are from time to time adopted or amended by the Authority.

1.07 "Airport Roadway Area" means those certain areas and facilities within the Airport (excluding the Demised Premises and the Airfield Area) over and upon which Lessee shall have a non-exclusive right (together with the Authority, and all other persons authorized by the Authority) of pedestrian and motor vehicle ingress to and egress from the Demised Premises to the system of public streets adjacent to the Airport.

1.08 "Airport Rules and Regulations" means the rules and regulations adopted by the Authority, including the standards, applicable to the use and operation of the Airport as an FAA Part 139 compliant airport, as amended and in effect from time to time. A copy of the current Airport Rules and Regulations is attached to this Lease as Exhibit "F". The Airport Rules and Regulations shall be applied equally to all occupants of the Airport and may be amended changed or modified, from time to time, in the sole discretion of the Authority, or if the Authority delegates the power to adopt or amend the Airport Rules and Regulations to a non-governmental entity in the reasonable discretion of any such entity.

1.09 "Authority" shall mean the San Bernardino International Airport Authority, a California joint powers authority existing and acting pursuant to Government Code Sections 6500, et seq., or any successor entity.

1.10 "Authority Financing" shall mean any loan, bond financing, sale and lease back or other arrangement whether in the form of traditional municipal financing or other conventional financing arrangement pursuant to which the Authority raises money accompanied by a grant of a lien or a transfer of interest, including title to the Airport or any portion thereof without regard to what use the Authority makes of the money raised.

1.11 "Base Rent" shall mean the rent, exclusive of other charges, as from time to time adjusted, as provided in Section 6 of the Basic Provisions.

1.12 "CERCLA" means and refers to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq).

1.13 "Commencement Date" shall be the date specified in Section 4 of the Basic Provisions.

1.14 RESERVED. 1.15 "Demised Premises" shall mean the premises generally described in Section 3 of the Basic Provisions.

1.16 "Environmental Laws" means and refers to all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Demised Premises), occupational or environmental conditions on, under, or about the Demised Premises, as may be amended or modified, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.]; the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [H&SC Section 25288 et seq.]; the California Hazardous Substances Account Act [H&SC Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H&SC Section 24249.5 et seq.]; the Porter Cologne Water Quality Act [Water Code Section 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to the environment, occupational health or industrial hygiene, to the extent the environmental, occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Demised Premises, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.17 "Environmental Matters" means and refers to any or all of the following: (1) Any presence of Hazardous Substances on the Demised Premises or on, in, under or affecting all or any portion of any property adjacent or proximate to the Demised Premises, if the presence of such Hazardous Substances results from the activities of Lessee; (2) Any storage, holding, handling, release, threatened release, discharge, generation, leak, abatement, removal or transportation of any Hazardous Substances on the Demised Premises by Lessee; (3) Any violation of law, rule, regulation, judgment, order, permit, license, agreement, covenant, restriction, requirement or the like by Lessee, relating to or governing in any way Hazardous Substances, occurring on the Demised Premises; (4) The failure of Lessee to properly complete, obtain, submit and/or file any and all notices, permits, licenses, authorizations, covenants and the like in connection with their activities on the Demised Premises; (5) The implementation and enforcement by Lessee of any monitoring, notification or other precautionary measures that may, at any time, become necessary to protect against the release, potential release or discharge by any Lessee Parties of Hazardous Substances on the Demised Premises or in the air, any body of water, any other public domain or any property adjacent or proximate to the Demised Premises; (6) Any failure of Lessee in compliance with all applicable Environmental Laws, to lawfully remove, contain, transport or dispose of any Hazardous Substances stored or generated on the Demised Premises by any Lessee Parties; and (7) Any investigation, inquiry, order, hearing, action or other proceeding by or before

any governmental authority in connection with any Hazardous Substances or violation of any Environmental Law occurring or allegedly occurring as a result of the activities of Lessee.

1.18 "Chief Executive Officer" means the Chief Executive Officer of the Authority or any successor in function having jurisdiction over the management, operation and control of the Airport or any authorized representative of any of the foregoing.

1.19 "FAA" refers to the Federal Aviation Administration.

1.20 "FAA Rules and Regulations" refers to all statutes, codes, laws, rules, regulations, orders, acts and other regulatory actions of the United States, whether or not promulgated by the FAA, relating in any way to air transportation, airports, aircraft and businesses related thereto, that the FAA is authorized to enforce.

1.21 "Building" shall mean the building generally described as Building No. 339 with adjacent ramp area and described on Exhibits "A-1 & A-2".

1.22 "Hazardous Substance" means the items described in Section 8.03 of this Lease.

1.22 "Insurance" shall mean all of the Insurance required by the provisions of Sections 10.05-10.09 of this Lease.

1.23 "Parking Area" shall mean the shared use area for parking of motor vehicles located on the west side of the Demised Premises, which is to be used on a first come, first serve basis.

1.25 "Quitclaim Deed" shall mean the Quitclaim Deed from the United States Air Force to the Authority executed on February 12, 1999, and recorded December 17, 1999, as Document Number 19990517892 in the Official Records of the Recorder of the County of San Bernardino. A copy of the Quitclaim Deed has been provided to Lessee and copies are available at Authority's office or upon request to Authority.

1.26 "Ramp Services" shall mean any work that can be performed on an aircraft, pursuant to FAA Rules and Regulations, outside of hangar facilities.

1.27 "Rent" shall refer to all monetary amounts payable by LESSEE to the Authority, of any kind or nature whatsoever, pursuant to this Lease.

1.28 "SCAQMD" shall mean the South Coast Air Quality Management District or successor entity having jurisdiction over air quality related to the Demised Premises.

1.29 "Security Deposit" shall be that certain sum of money deposited by LESSEE with Authority pursuant to Section 12 of the Basic Provisions.

1.30 "Tenant Improvements" shall mean as applicable (i) any modifications to the Demised Premises made by Authority as provided in Section 14 of the Basic Provisions, and (ii) any modification or alterations to the Demised Premises made by Lessee for the benefit or use of Lessee.

1.31 "Term" shall be the initial terms set forth in Section 4 of the Basic Provisions together with any extended term of this Lease as provided in Section 5 of the Basic Provisions.

1.32 "TSA" shall mean the federal agency known as the Transportation Security Administration which has jurisdiction over the Airport as to certain security procedures and arrangements as further set forth in this Lease.

ARTICLE II
LEASE AND USE OF DEMISED PREMISES

2.01 DEMISED PREMISES

A. The Authority leases to Lessee and Lessee leases from the Authority the Demised Premises, subject to certain exceptions, reservations, terms, conditions, covenants and restrictions provided in this Lease.

B. Lessee shall enter the Airfield Area through the Demised Premises and Airport Gate No. 10 for which Lessee shall have the non-exclusive use thereof, which gate shall at all times be maintained, secured and operated by the Authority.

C. Lessee shall have the non-exclusive right to have reasonable access to and use of the parking areas. The Authority reserves the right to relocate all or any portion of the parking area, in the Authority's reasonable discretion, so long as the Authority provides Lessee alternative parking of reasonably adequate size and comparable distance from the Demised Premises or otherwise reasonably acceptable to Lessee for Lessee's personal vehicle parking.

2.02 PERMITTED USES OF DEMISED PREMISES

A. Lessee and its sublessees shall use the Demised Premises only for the purposes set forth in Section 13 of the Basic Provisions, and any other use of the Demised Premises shall be subject to the prior written consent of the Authority which consent may be conditioned or withheld in Authority's sole discretion. In addition, Lessee shall not engage in the business of fuel service for a fee, aircraft parking for a fee, provision of ground support equipment or services for a fee, the sale of aviation fuel products, or any other service provided by LuxivairSBD, or any other Fixed Base Operator.

B. Engines may be run at idle speeds while on the Demised Premises to facilitate their repair or maintenance. All areas on the Demised Premises are to be maintained in a clean and orderly fashion at all times and shall comply with all applicable workplace regulations including, without limitation, those regulations promulgated by the United States Department of Labor, Occupational Safety and Health Administration. Lessee shall not be permitted to conduct engine run-ups (i.e., running the engine at any speed above its reasonable and intended idle speed) on the Demised Premises. Engine run-ups must be conducted at the run-up area designated by the Chief Executive Officer from time to time in the Executive Director's sole discretion. Lessee shall not be permitted to conduct engine run-ups for maintenance or testing purposes anywhere on the Airfield Area or the Airport between 2300 and 0600 hours daily except in the case of an

emergency. This restriction on maintenance activities shall not restrict Lessee's normal flight operations.

ARTICLE II
TERM OF LEASE

3.01 TERM OF LEASE

The term of this Lease shall be for the period specified in Section 4 of the Basic Provisions.

3.02 OPTION TO EXTEND TERM

Lessee shall have an option to extend the Term of this Lease for One (1), Two (2)-Year period. As a condition precedent to the exercise by Lessee of such option, Lessee shall give written notice to Authority of its exercise of the option at least six (6) months prior to the time such extended term is to commence. Provided Lessee has continued to comply with the Performance Covenants set forth in Article 4 of the General Provisions during the Term and is not otherwise in default under the terms of this Lease,

PART IV
RENT AND PERFORMANCE COVENANTS

4.01 DETERMINATION OF BASE RENT AND ANNUAL BASE RENT

A. Beginning on the Commencement Date and continuing throughout the Term, Base Rent shall be paid in advance on or before the first day of each month, without offset or deduction.

B. At the beginning of the second year of the Term and at the beginning of each anniversary thereof, the monthly base rent shall increase by three percent (3%)*. Upon Lessee's exercise of any applicable extension, the monthly payments of Base Rent and other charges shall be adjusted by three percent (3%) annually*. The Authority's failure or delay in timely calculating any Rent increase shall not be deemed a waiver of such Rent increase or any additional Rent payable by reason thereof. * See Part XIII, **Rent Schedule.**

4.02 TIME AND MANNER OF RENT PAYMENTS

A. If any Rent payment is not received by the Authority within ten (10) calendar days after the date that Rent is due, Lessee shall pay to the Authority a late charge of five percent (5%) of the Rent past due, as liquidated damages, in lieu of actual damages (other than interest under Section 4.02C. and attorneys' fees and costs pursuant to the terms of this Lease). Lessee shall pay a late charge for each calendar month in which all or any part of any Rent payment remains delinquent for more than ten (10) calendar days after its due date. The parties agree that this late charge represents a reasonable estimate of the expenses that the Authority will incur because of any late payment of Rent (other than interest and attorneys' fees and costs). The Authority's acceptance of any liquidated damages shall not constitute a waiver of Lessee's default with respect

to the overdue amount or prevent the Authority from exercising any of the rights or remedies available to the Authority regarding this Lease.

B. If any Rent payment is not received by the Authority within thirty (30) calendar days after that Rent payment is due, Lessee shall pay to the Authority interest on the past-due amount from the date due until paid, at the rate of ten percent (10%) per year.

C. The Authority may accept Rent payments without waiving any rights, including rights under a previously served notice of default. If the Authority accepts payments after serving a notice of default, the Authority may nevertheless commence and pursue an action to enforce its rights and remedies under the previously served notice of default.

D. In the event that two (2) times or more during any consecutive twelve (12) month period, any payment of Base Rent to the Authority is returned or deemed void due to Non-Sufficient Funds, the Authority, in exercise of its sole and absolute discretion, may require that all future payments from Lessee to the Authority be made via cashier's check or via electronic funds transfer.

4.03 NET LEASE

This Lease is a "Net Lease." Other than as expressly set forth in this Lease, the Lessee shall be obligated for any additional water, sewer, gas, electricity and lighting connections to the Demised Premises that are in addition to the Tenant Improvements as initially constructed by the Authority, and the Lessee shall make any routine repairs and maintenance to the Demised Premises and the Tenant Improvements and to such other improvements to any part of the Demised Premises that are constructed by the Lessee. The Lessee shall be obligated to pay any applicable possessory interest and/or personal property taxes pursuant to the provisions of Article X of this Lease. In addition, the Lessee shall be responsible for compliance with the provisions of Sections 10.05 through 10.15 herein. All Rent payments to the Authority are absolute Rent payments and are not subject to any off-set or credit for any repair or maintenance work of the Lessee, other than as specifically set forth in this Lease, regardless of whether any such work is necessary or elective and regardless of whether any such work is expected or unexpected.

4.04 RAMP MAINTENANCE EXPENSE.

For purposes of this Paragraph the term "Ramp Maintenance Expense" shall mean all cost and expenses incurred by Authority to maintain and repair, as necessary, the ramp area as depicted on Exhibit "A-1." Ramp Maintenance Expenses shall be included and apportioned as a component of the the Net Operating Costs to be paid by Lessee.

4.05 [RESERVED-NO TEXT]

4.06 [RESERVED –NO TEXT]

PART V

PROVISIONS RELATING TO DEMISED PREMISES

5.01 OPERATING COVENANTS

A. On or before September 1, 2024, and for each consecutive anniversary date thereafter, Lessee hereby represents and warrants that it shall have in place, in service, and shall conduct continuous business operations itself as a FAR Part 141 Pilot School during the term of this agreement.

B. If Lessee fails to maintain, this certification, the Authority may give Lessee a notice of default and Lessee shall immediately cease all activities on the Demised Premises or the Airport for which Lessee is not properly certified and shall cure the default within ninety (90) calendar days after receipt of notice of default. If Lessee fails to cure the default within ninety (90) calendar days after receipt of notice of default, then the Authority shall have the right to terminate this Lease, upon notice delivered at any time after the end of the ninety (90) day cure period and the termination shall be deemed effective immediately upon delivery of such notice. Without limiting the foregoing, Authority may include an election in the ninety (90) day notice to terminate this Lease if the default is not cured and in such event no further notice shall be required to terminate this Lease upon the expiration of such ninety (90) day period if the default has not been cured.

5.02 CONDITION OF DEMISED PREMISES

Lessee acknowledges, agrees and represents to the Authority that the Demised Premises and any portion thereof are leased in an "AS IS", "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, without any representation or warranty by the Authority concerning the condition of the Demised Premises, except as expressly set forth in this Lease, and without any obligation on the part of the Authority to make any alterations, repairs or additions to the Demised Premises, except as expressly set forth in this Lease. Lessee acknowledges that neither the Authority, nor anyone acting on behalf of the Authority, has made any representation or warranty concerning the condition or state of repair of the Demised Premises, nor any agreement or promise to alter, improve, adapt or repair the Demised Premises that is not fully set forth in this Lease.

5.03 MAINTENANCE OF DEMISED PREMISES

A. During the Term, Lessee shall maintain, repair and replace all portions of the Demised Premises at its sole cost and expense, except as otherwise expressly provided in this Lease. Lessee shall provide, at its own expense, all equipment, trash, janitorial services, and fire extinguishers at the Demised Premises necessary for Lessee's occupancy thereof. Without limiting the foregoing, at its sole cost and expense, Lessee shall maintain, repair and replace interior doors, fans, windows, walls, lighting fixtures, electrical and plumbing, mechanical and Heating Ventilation and Air Conditioning (HVAC) systems, within the Demised Premises. Lessee shall obtain and keep in effect a maintenance service contract for the HVAC equipment with a qualified and reputable company approved by Authority. Lessee shall provide Authority with a copy of the service contract within ten (10) days after the execution of this Lease and provide Authority with copies of all extension thereof or replacements of such service contract.

B. The Authority shall maintain and keep in good condition and repair (1) the foundation, roof (subject to the limitation provided below), structural components of the Buildings, and exterior walls of the Buildings, (2) and the apron and ramp areas servicing the Buildings, (3). All such expenses shall be Ramp Area Expense as applicable. The Authority shall as soon as reasonably practicable repair roof leaks that would materially interfere with Lessee's use of the Demised Premises after receipt of notice thereof from Lessee.

5.04 ALTERATIONS TO DEMISED PREMISES

A. Lessee shall not make or suffer to be made any material modifications or alterations to the Demised Premises without first obtaining Authority's prior written consent to such modifications or alterations, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Authority may condition or withhold its consent in Authority's sole discretion to any modifications to structural components of the Buildings or any penetrations or modifications to the roof. In requesting Authority's consent, Lessee shall submit to Authority plans and specifications for the modifications or alterations to be made sufficient for Authority to determine the nature and scope of such modifications or improvements. If the Authority disapproves Lessee's plans and specifications, Authority shall give the reasons for such disapproval and Lessee shall promptly revise the same to Authority's reasonable satisfaction. Lessee shall provide Authority with at least ten (10) days' notice prior to having any construction materials delivered to the Demised Premises or commencing construction of any improvements and shall reasonably cooperate with Authority in the posting of a notice of non-responsibility on the Demised Premises. Lessee covenants and agrees that all Tenant Improvements constructed on the Demised Premises or work performed or caused to be performed by Lessee shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Demised Premises.

B. Title to any Tenant Improvements constructed on the Demised Premises by Lessee shall remain vested in Lessee during the Term of this Lease. Upon the expiration or termination of this Lease all such Tenant Improvements shall be surrendered to Authority with the Demised Premises in good condition and repair and shall become the property of Authority, except for Personalty belonging to Lessee as provided in 5.04.C. below. At the request of Authority, Lessee shall provide a bill of sale transferring the Tenant Improvements to Authority. Notwithstanding the forgoing, Authority may notify Lessee of the requirement for Lessee to remove all or any portion of the Tenant Improvements within thirty (30) days after the expiration or termination of this Lease and Lessee shall promptly remove that portion of the Tenant Improvement at Lessee's cost and expense.

C. Lessee may, without the prior written consent of the Authority, at Lessee's sole cost and expense, install at the Demised Premises any trade fixtures, furnishings and equipment, all of which shall be deemed to be personal property of Lessee (the "Personalty"). Lessee shall have the right at any time during the Term to remove any or all of the Personalty, subject to Lessee's obligation to repair damage, if any, resulting from such removal, at its sole cost and expense.

D. Any trade fixtures of Lessee not removed from the Demised Premises prior to the expiration or earlier termination of the Term of this Lease, regardless of cause, shall automatically

become the property of the Authority, as owner of the Demised Premises to which such fixtures are attached.

5.05 RESERVED

5.06 SUBLETTING AND ASSIGNMENT

A. **Sublease**. Lessee shall not, either voluntarily or by operation of law, assign, sublet, sell, encumber, hypothecate, pledge, or otherwise transfer all or any part of this Lease or Lessee's leasehold estate hereunder.

B. **Change of Ownership.** Lessee represents that it is a corporation organized and existing under and by virtue of the laws of the State of California and that its majority stockholder is: Naushad Imam Mohammed. It is a condition of this Lease that the majority ownership of the shares of stocks with voting privileges shall not be transferred by said principal stockholders without the consent of the Authority in writing first had and obtained, which consent shall not be unreasonably withheld. In the event of any such transfer or change of ownership without such consent of the Authority, the Authority at its option may terminate this Lease. Notwithstanding any other provision of this Lease, said majority stockholders may transfer all or any portion of their shares in Lessee to any revocable trust created for the benefit of that stockholder that stockholder's spouse or that stockholder's issue.

5.07 RIGHT TO ENTER AND MAKE REPAIRS

A. The Authority and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right upon reasonable notice, except in cases of emergency or inability to provide notice, at such times as may be reasonable under the circumstances, with as little interruption to Lessee's operations as is reasonably practicable, without abatement of Rent, to enter upon the Demised Premises for the following purposes:

(1) To inspect the Demised Premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee is in compliance with the terms and conditions of this Lease with respect to the Demised Premises.

(2) To perform maintenance and make repairs and replacements to the Demised Premises in any case where Lessee is given a written notice identifying the requirement and fails to undertake reasonable steps to initiate the performance of such maintenance or the making of such repairs within fifteen (15) calendar days.

(3) To perform maintenance and make repairs and replacements in any case where the Authority is obligated to do so.

B. The Authority's entry onto the Demised Premises pursuant to this Section 5.07 shall not constitute a termination of this Lease, or the occupancy of Lessee on the Demised Premises, or disruption of Lessee's quiet use and enjoyment of the Demised Premises and the Authority shall not be liable to Lessee as a result of such entry.

5.08 DAMAGE OR DESTRUCTION OF DEMISED PREMISES

A. If, at any time prior to the expiration or termination of this Lease, the Demised Premises are wholly or partially damaged or destroyed by a casualty, the loss to the Authority from such casualty is fully covered (except for the normal deductible) by insurance maintained by the Authority or for the Authority's benefit, and such casualty renders the Demised Premises totally or partially inaccessible or unusable by Lessee in the ordinary conduct of Lessee's business, then:

(1) Repairs Which Can Be Completed Within One (1) Year. Within forty-five (45) calendar days after notice by Lessee to the Authority of such damage or destruction, the Authority shall provide Lessee with notice of its reasonable determination of whether the damage or destruction can be repaired within one (1) year of such damage or destruction without the payment of overtime or other premium. If all repairs to the Demised Premises can, in the Authority's reasonable judgment, be completed within one (1) year following the date of notice to the Authority of such damage or destruction without the payment of overtime or other premium, the Authority shall, at the Authority's expense, repair the same and this Lease shall remain in full force and effect.

(2) Repairs Which Cannot Be Completed Within One (1) Year. If all repairs to the Demised Premises cannot, in the Authority's reasonable judgment, be completed within one (1) year following the date after notice by Lessee to the Authority of such damage or destruction without the payment of overtime or other premiums, the Authority shall notify LESSEE of such determination and the Authority or Lessee may, at their respective sole and absolute option, upon written notice to the other given within sixty (60) calendar days after notice to the Authority of the occurrence of such damage or destruction, elect to either repair such damage or destruction at the electing party's sole expense (and in such event, this Lease shall continue in full force and effect), or elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

B. If, at any time prior to the expiration or termination of this Lease, the Demised Premises are totally or partially damaged or destroyed from a casualty, and the cost of repair is in excess of $100,000, and the loss (except for the deductible) to the Authority from such casualty is not fully covered by insurance maintained by the Authority or for the Authority's benefit (except for the first $100,000 of cost to repair such damage or destruction which shall be the responsibility of the Authority), and such casualty damage renders the Demised Premises inaccessible or unusable to Lessee in the ordinary course of its business, the Authority may, at its option, upon written notice to Lessee, within sixty (60) calendar days after notice to the Authority of the occurrence of such damage or destruction, elect to either repair or restore such damage or destruction, in which case this Lease shall continue in full force and effect, or terminate this Lease. If the Authority does not expressly elect by written notice to LESSEE to repair such damage, or if the damage cannot, in the Authority's judgment, be completed within one (1) year following the date of notice to the Authority of such damage or destruction, without payment of overtime or any premium, this Lease shall terminate.

C. Notwithstanding anything to the contrary contained in the foregoing, if the Demised Premises are wholly or partially damaged or destroyed within the final twelve (12) months prior to the expiration date of the Term, and if as a result of such damage or destruction Lessee is denied access or use of the Demised Premises for the conduct of its business operations for a period of

thirty (30) consecutive days, the Authority or Lessee may, at the option of either such party, by giving the other written notice within sixty (60) calendar days after receipt of notice of the occurrence of such damage or destruction, terminate this Lease.

D. In the event of any damage to or destruction of the Demised Premises, under no circumstances shall the Authority be required to repair any injury, or damage to, or make any repairs to or replacements of, Lessee's Personalty, Tenant Improvements or any personal property of Lessee's employees, invitees, guests or agents, or other persons whose property is located at the Demised Premises at the instance of Lessee, it being solely the obligation of Lessee to insure against any such loss. The Authority shall have no responsibility for any contents placed or kept in or on the Demised Premises by or at the instance of Lessee.

E. This Section shall be Lessee's sole and exclusive remedy in the event of damage or destruction to the Demised Premises, and Lessee, as a material inducement to the Authority to enter into this Lease, irrevocably waives and releases Lessee's rights under California Civil Code Sections 1932(2) and 1933(4) and successor sections. No damages, compensation or claim shall be payable by the Authority for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Demised Premises.

5.09 UTILITY SERVICE

A. Lessee shall be responsible for obtaining and paying for, at Lessee sole cost and expense, water, electric and gas utility services, telephone, data, cable television and any other service to the Demised Premises. C. The parties hereto acknowledge and agree that the Authority does not own or control any of the utility systems servicing the Airport and the Buildings, and Authority shall not be responsible or liable for any interruption in the utility service to the Demised Premises, and no interruption to such utility service shall constitute a default by the Authority hereunder or entitle Lessee to any abatement of Rent or claims damages or losses against the Authority.

PART VI
NON-EXCLUSIVE USE OF PORTIONS OF THE AIRFIELD AREA

6.01 LESSEE USE OF AIRPORT AND AIRFIELD AREA

A. Lessee, shall have the non-exclusive right to use the Airport, the Airfield Area, and the Airport Roadway Area in accordance with the provisions contained on Exhibit "C" attached hereto.

B. Lessee shall by the tenth (l0th) calendar day of each calendar month, provide the Executive Director with a complete listing of all aircraft landing operations conducted by Lessee during the previous calendar month. Such list shall include the date, time, type of aircraft, and aircraft registration number (i.e., tail number) for each aircraft. The phrase "aircraft landing operations conducted by Lessee" shall include aircraft landing operations conducted by Lessee, its employees, customers, guests, invitees, agents or otherwise on behalf of Lessee or in furtherance of Lessee's business operations.

PART VII
GENERAL PROVISIONS

7.01 AGREEMENTS WITH THE UNITED STATES

Lessee's use and occupancy of the Demised Premises is subject to the disclosures, restrictions, covenants and conditions contained in the Quitclaim Deed and the provision attached hereto as Exhibit "H" attached hereto (collectively referred to as the "Deed Requirements"). Lessee covenants and agrees to comply with all of the Deed Requirements as they relate to Lessee's use and occupancy of the Demised Premises. Lessee further agrees to indemnify, hold harmless and defend the Authority and its elected officials, officers, directors, employees, attorneys and agents from any and all defaults or failures by Lessee, its sublessees, guests, invitees or agents to comply with the Deed Requirements affecting the Demised Premises.

7.02 LAWS, REGULATIONS AND AGREEMENTS TO BE OBSERVED

A. Lessee shall not use, or permit the use by parties authorized by Lessee, of the Demised Premises, or any portion thereof, or any part of the Airport to which it is granted a right of use or occupancy by this Lease, for any purpose or use other than those expressly and specifically authorized by this Lease, or hereafter authorized in writing by the Chief Executive Officer.

B. Lessee shall comply with and shall cause its officers, employees, contractors, sub-contractors, sublessees and licensees to comply with the Airport Rules and Regulations. Lessee shall use reasonable efforts to cause its guests, invitees and any other persons to enter the Airport or the Demised Premises for Lessee's business purposes, to comply with the Airport Rules and Regulations.

C. Any disputes regarding the Airport Rules and Regulations shall first be presented at an administrative hearing before the Chief Executive Officer following administrative hearing procedures as may be adopted by the Authority. No legal action shall be brought by Lessee against the Authority while contesting any such Airport Rules and Regulations until Lessee has fully complied with the Authority's administrative hearing procedures, if any. Nothing in this Section shall be construed to prevent Lessee from contesting in good faith any of the Airport Rules and Regulations without being considered in breach of this Section, during such time as is required to exhaust the administrative hearing procedure and so long as such contest is diligently commenced and prosecuted in good faith by Lessee.

D. Lessee acknowledges that the Demised Premises must, at all times, be in compliance with all applicable governmental laws, regulations and building codes governing nondiscrimination in public accommodations and commercial facilities, and that in the event Lessee makes alterations to the Demised Premises, the Demised Premises shall be and shall remain in compliance with such laws, regulations and building codes throughout the Term of this Lease.

E. Lessee will at all times during the Term of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state and local laws,

regulations and standards, and Environmental Laws in connection with its operation and activities at the Airport and on the Demised Premises.

PART VIII
ENVIRONMENTAL DISCLOSURES AND COVENANTS

8.01 HAZARDOUS SUBSTANCES

"Hazardous Substances" means and includes without limitation those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminate" in CERCLA, RCRA, TSCA, HIMTA, or under any other environmental law and those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the EPA, or any successor agency, as hazardous substances [40 CFR Part 302]; other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and any material, waste, or substance that is:

(1) A petroleum or refined petroleum product;

(2) Asbestos;

(3) Polychlorinated biphenyl;

(4) Designated as a hazardous substance pursuant to 33 USC Section 1321 or listed pursuant to 33 USC Section 1317;

(5) A flammable explosive; or

(6) A radioactive material.

8.02 COMPLIANCE WITH THE ENVIRONMENTAL CONDITIONS COVENANTS OF THE QUITCLAIM DEED

A. Any use, occupancy or activity of Lessee on the Demised Premises resulting in the receipt by the Authority of a notice of default from the Air Force under the Quitclaim Deed relating to the environmental condition of the Demised Premises shall be deemed to be a material default of Lessee under this Lease, subject to any applicable notice and cure period provided in this Lease. The response of the Authority, following receipt by the Authority of any such notice of default or breach from the Air Force, shall not waive, stay or otherwise mitigate or remedy the material default of Lessee under this Lease. Lessee shall have no right under this Lease to participate in any proceeding between the Air Force and the Authority for the resolution of an alleged default, breach or other dispute among the Air Force, the Authority, the EPA or the State Department of Toxic Substance Control arising under (or in any way related to) the Quitclaim Deed.

8.03 LESSEE COMPLIANCE WITH ENVIRONMENTAL LAWS; LESSEE COVENANT REGARDING HAZARDOUS SUBSTANCES

A. On and after the Commencement Date, Lessee shall not cause or permit any Hazardous Substance to be used, generated, manufactured, produced, stored, brought upon, or released on, in, under or about the Demised Premises, or transported to or from the Demised Premises, by Lessee, its agents, employees, contractors, invitees, guests or vendors in violation of any Environmental Laws.

B. Without limiting the foregoing, if the activities of Lessee, its officers, agents, employees, contractors, guests, vendors or invitees on the Demised Premises, the Common Areas, the Airfield Area or the Airport Roadway Area result in an unauthorized release of any Hazardous Substance, Lessee shall at its sole cost and expense promptly take all actions necessary to fully remediate and remedy the condition caused by such release of a Hazardous Substance in compliance with all Environmental Laws.

C. Lessee shall immediately notify the Authority of the occurrence of any of the following events and provide the Authority with a copy of all relevant documents in the custody or control of Lessee: (i) receipt by Lessee of any correspondence from any governmental entity regarding compliance by Lessee with any matter set forth in this Lease; (ii) discovery or actual knowledge of Lessee of any matter or condition of the Demised Premises, the Airfield Area or the Airport Roadway Area that may give rise to a claim or accrual of action against the Air Force under Section 330(d) of the National Defense Authorization Act of 1993, as amended; (iii) receipt by LESSEE of any correspondence or communication from any governmental entity regarding the application of Environmental Laws from and after the Commencement Date to the Demised Premises or the investigation or enforcement of any such Environmental Laws in connection with the occupancy or use of the Demised Premises by Lessee; and (iv) discovery or actual knowledge of LESSEE of any unauthorized release of any Hazardous Substance on, in, under or around the Demised Premises, Common Areas, the Airfield Area or the Airport Roadway Area occurring at any time during the Term of this Lease.

D. If pretreatment is required for any industrial wastes placed by Lessee in the City of San Bernardino sewage treatment system under any applicable National Pollutant Discharge Elimination System ("NPDES") permits, Environmental Protection Agency ("EPA") regulations, or the Authority's contracts for waste water treatment, Lessee shall pretreat such wastes as required.

E. The Authority and Lessee specifically acknowledge and agree that the system utilized by the Air Force for the discharge and removal of petroleum products and other contaminants from the storm drain system existing within the Demised Premises is unsuitable for the continued operations of Lessee within the Demised Premises. No discharges of Hazardous Substances will be permitted to be made by Lessee from the Demised Premises upon the former Golf Course property located south of the runways, which former Golf Course property is not owned or controlled by the Authority and for which neither the Authority nor LESSEE have any right to allow storm water or drain flows to occur within the former Golf Course property for the purpose of containment and elimination of Hazardous Substances that may be discharged from the Demised Premises. A discharge resulting from the activation of the foam deluge system on the Demised Premises shall not be deemed to violate the provisions of this Section. LESSEE shall be solely responsible for obtaining and maintaining, at its sole cost and expense, any environmental permits required for its operations under this Lease, independent of any existing Airport permits,

including any permits required by the SCAQMD to comply with NPDES, or required by the EPA, the City of San Bernardino or County of San Bernardino or the State of California and all agencies thereof. Lessee shall provide copies of all such permits to the Authority together with all renewals or extensions thereof. Lessee shall immediately notify the Authority of any notice of violation, potential violation, modification, revocation, threatened revocation, suspension, threatened suspension, or other adverse action with respect to any of its permits and provide the Authority with copies of all requested documents related thereto.

F. Notwithstanding the foregoing or any other provisions in this Lease to the contrary, Lessee and any other occupants or users of the Demised Premises authorized by Lessee, shall be entitled to store on the Demised Premises, and use in connection with operations at the Demised Premises, such hazardous materials as may reasonably be required in connection with their permitted operations thereon as approved by the Fire Department and subject to SBIAA's prior written approval, including, without limitation, petroleum products (such as fuel, kerosene and oil), solvents used for cleaning of aircraft and vehicles and other chemicals normally located in air passenger and cargo facilities and other industrial or commercial places of business; provided, however, that in all cases such hazardous materials must be stored in the Hazardous Materials Storage Area - Cage 3 as depicted in Exhibit "I", and used in compliance with applicable Environmental Laws.

8.04 EMERGENCY RESPONSE

In conformity with the Quitclaim Deed and all applicable regulations, Lessee shall have a complete "Hazardous Materials and Spilled Fuel Containment Plan" subject to approval by the Authority and all applicable government agencies prior to commencement of operations on the Demised Premises. Such plan shall be independent of the Airport and, except for initial fire response and/or spill containment, shall not rely on the use of Airport personnel or equipment. Should the Authority provide any personnel or equipment at the request of Lessee, or in the event of an emergency threatening the safety of individuals, whether for initial fire response and/or spill containment, Lessee agrees to reimburse the Authority for its actual costs of such response.

8.05 [RESERVED - NO TEXT]

8.06 INSPECTION OF BOOKS AND PROPERTY

A. Lessee agrees to keep complete, accurate and up to date records of all business conducted by Lessee under this agreement. The Authority shall have the right to audit Lessee's books and accounts relevant to this agreement only. If the Authority elects to make such an audit, Lessee shall make all appropriate books, records and accounts available within 30 days of the Authority's written request. Lessee shall maintain and preserve all appropriate books, records and accounts generated during the term of this agreement for a period of four years from the date a specific entry is made. Lessee specifically requests that all records provided pursuant to this paragraph be held in confidence by the Authority, to the extent permitted by law. In addition, Lessee shall provide to the Authority any annual financial documents, such as profit and loss statements, tax returns, or audited/unaudited financial statements within 30 days of preparation of the same for Lessee's financial reporting purposes.

B. The Authority's rights under this Lease specifically include the right for the Authority and federal officials, pursuant to the Quitclaim Deed, or any other provision of law, to inspect the Demised Premises for compliance with Environmental Laws, occupational health and safety laws and regulations, whether or not the Authority is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to, make such inspections and are in addition to those authorized by any other provision of this Lease. Except when necessary for the immediate preservation of health, safety and welfare, or as otherwise provided in this Lease, such inspections will occur during normal business hours upon reasonable prior written notice to Lessee, and the Authority shall conduct such inspections so as to reasonably minimize disruption to Lessee operations on the Demised Premises.

B. The Authority and its agents shall have the right (but not the obligation) upon thirty (30) calendar days' prior notice to Lessee and without waiver of any right to seek contribution or exercise any other right or remedy against Lessee under this Lease, to enter the Demised Premises to conduct and perform such remedial activity on the Demised Premises as may be required under any applicable Environmental Law. Except when necessary for the immediate preservation of health, safety and welfare, such performance will occur during normal business hours, and the Authority shall conduct such remediation so as to reasonably minimize disruption to Lessee operations on the Demised Premises.

C. Lessee shall, within twenty (20) calendar days after written request from the Authority, execute, acknowledge and deliver to the Authority a statement in writing in a form similar to the then most current "Standard Estoppel Certificate - By Lessee" form published by the American Industrial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Authority including without limitation a certification by Lessee that this Lease is unmodified and in full force and effect, and/or a certification by Lessee that to the best of its knowledge, its business operations at the Demised Premises are in compliance with the environmental conditions set forth in this Lease and all Environmental Laws and that no reportable release of a Hazardous Substance or hazardous waste has occurred on, in, under or around the Demised Premises at any time from and after the Commencement Date or, if applicable, since the date of any prior tenancy of Lessee or any predecessor entity related thereto whether through ownership, management or control, or if any release has occurred, the circumstances relating thereto.

PART IX
ACTS OF DEFAULT; TERMINATION OF LEASE

9.01 DEFAULT BY LESSEE

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee:

(1) Abandonment of the Demised Premises by Lessee. Abandonment is herein defined to include, but is not limited to, any absence by Lessee from the Demised Premises for ten (10) days or longer while in material default of any provision of this Lease.

(2) The failure by Lessee to make any payment of rent or additional rent or any other payment required to be made by Lessee hereunder within five (5) days of the date the same shall be due.

(3) (i) The making by Lessee of any general assignment for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease where such seizure is not discharged within thirty (30) days.

(4) The failure of Lessee to comply with all of the operating covenants contained in Section 5.01 and/or to cure any default in connection therewith within the time periods provided in such Section.

(5) The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in subsections A.(1),(2), (3) or (4) above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Authority to Lessee; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; provided, further, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within such fifteen-day period and thereafter diligently prosecute such cure to completion.

(6) The occurrence of a default under any of the following agreements: (i) that certain Lease Agreement between Authority and Lessee dated September 1, 2024 for 21,140 square feet of hangar space in Hangar 341 or (ii) any other agreement(s) between Authority an Lessee hat may exist as some time in the future.

9.02 REMEDIES FOR DEFAULTS BY LESSEE

A. In the event of any default hereunder by Lessee, in addition to any other remedies available to Authority at law or in equity, Authority shall have the immediate option to terminate this Lease and all rights of Lessee hereunder. In the event that Authority shall elect to so terminate this Lease then Authority may recover from Lessee:

(1) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Authority for all the detriment proximately caused by Lessee's failure to perform Lessee's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus

(5) in no event shall Lessee receive any payment, credit, recovery or offset related to the payment for the construction of the capital improvements listed in Exhibit I.

B. As used in Section A. (1) and (2) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section A(3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. In the event of a default hereunder by Lessee, Authority has the remedy described in California Civil Code Section 1951.4 (Authority may continue this Lease in effect after Lessee's default and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations). Lessee hereby agrees that the restrictions provided in Section 15.06 above on assignment and subletting of this Lease are reasonable.

D. All rights, options and remedies of the Authority contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Authority shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Lessee hereunder shall be implied from any acceptance by the Authority of any rent or other payments due hereunder or any omission by Authority to take any such action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in such waiver. The consent or approval of the Authority to or of any act by Lessee requiring the Authority's consent or approval shall not be deemed to waive or render unnecessary the Authority’s consent or approval to or of any subsequent similar acts by Lessee.

9.03 TERMINATION BY LESSEE

A. Lessee, at its option, may, terminate this Lease, upon the occurrence of any one or more of the following events:

(1) If the Authority’s operation of the Airport is substantially restricted by action of any governmental entity or agency having jurisdiction over the Airport, or the occurrence of any fire or other casualty that substantially and adversely affects, for a period of at least sixty (60) calendar days, Lessee’s use of the Airport in the conduct of its business on the Demised Premises; provided, however, that such governmental restriction, fire or other casualty is not due primarily to any act or omission of any Lessee Party; or

(2) If any act or failure to act on the part of the Authority or any other governmental or quasi-governmental entity shall substantially prevent or restrict the use by Lessee of the Demised Premises or the Airport for, sixty (60) or more calendar days; or

(3) If any civil commotion, acts of the military power or other similar events or circumstances shall operate to prevent or substantially restrain use of the Airport or the Demised Premises by Lessee for a period of at least sixty (60) calendar days; or

(4) If the Authority's Commission is disbanded and the Authority ceases to exist, resulting in the Airport being permanently closed; or

(5) If the Authority shall be in breach of any of its material obligations under this Lease which materially interferes with Lessee's use of the Demised Premises, and such breach continues for thirty (30) days or more after written notice from Lessee to Authority; provided, if the nature of the breach is such that more than thirty (30) days are reasonably required for its cure, then Authority shall not be deemed to be in breach and this termination right will not apply if Authority commences such cure within such thirty day period and thereafter diligently prosecute such cure to completion; or

(6) If Lessee is not able, after making all commercially reasonable efforts, to obtain the consents, approvals and permits required by Lessee to operate its business operations on the Demised Premises, including if Lessee is not granted by the FAA certification for a Flight School approved by the FAA under Title 14 of the Code of Federal Regulations (14 CFR) Part 141 within six (6) months of the Commencement Date, by giving the Authority thirty (30) calendar days prior written notice; or

(7) If the presence of any Hazardous Substances or other environmental conditions for which an Lessee Party is not responsible, prevents Lessee from using the Airport for airport purposes in its entirety, or the use of any part of the Airport that is reasonably required for fifty percent (50%) or more of Lessee's business operations (determined by historical net revenues), and if such condition cannot be remedied within ninety (90) calendar days of notice of such condition to the Authority from Lessee;

B. If Lessee terminates this Lease pursuant to any provision of this Section 9.03, payment shall be made by Lessee to the Authority for any Rent due from the date of Commencement Date of this Lease through the effective date of any termination of this Lease and for any fees or other charges incurred by Lessee in connection with this Lease prior to such effective date of termination.

C. If the Authority materially breaches its obligation under this Lease, or upon the happening of any event specified in Section 9.03.A, Lessee's sole remedy shall be the termination of this Lease and Lessee shall not be entitled to receive any compensation from the Authority. Lessee waives any claim for consequential or punitive damages as a result of any act of the Authority, the Executive Director or their officers, employees, attorneys or agents.

9.04 SURRENDER AND HOLDING OVER

A. Lessee covenants that at the expiration of the Term, as applicable, or at the earlier termination of this Lease, Lessee will quit and surrender the Demised Premises to the Authority in as good a condition as when Lessee first entered into possession of the Demised Premises, subject to reasonable wear and tear, casualty (except to the extent required by this Lease to be insured against and repaired by Lessee), unless the damage is caused by the active negligence or willful misconduct of the Authority, condemnation and except as otherwise provided in this Lease.

B. Should Lessee hold over in use or occupancy of any portion of the "Demised Premises" after the expiration or termination of this Lease, with the consent of the Authority, such holding over shall be deemed a tenancy from month to month. Rent, fees and charges for each month of such hold over tenancy shall be paid at the rate of one hundred twenty five percent (125%) of the Base Rent for the last month of the Term, as applicable, immediately prior to the holdover period, regardless of whether Lessee is holding over on all or only a portion of the Demised Premises.

PART X

SECURITY DEPOSIT, EXCULPATION, INDEMNIFICATION, INSURANCE, AND TAXES

10.01 SECURITY DEPOSIT

A. Amount of Security Deposit; Application. The Authority shall hold the Security Deposit identified in Section 11 of the Basic Provisions as security for the performance of Lessee's obligations under this Lease without interest and the Authority shall not be required to segregate or hold the security deposit in a separate account. If Lessee defaults on any provision of this Lease, the Authority may, without prejudice to any other remedy it has, apply all or part of the Security Deposit to:

(l) Any Rent or other sum in default;

(2) Any amount that the Authority may spend or become obligated to spend in exercising the Authority's rights under this Lease; or

(3) Any expense, loss, or damage that the Authority may suffer because of Lessee's default.

B. The Authority's Transfer of Security Deposit on Transfer of Demised Premises. If the Authority disposes of its interest in the Demised Premises, the Authority may deliver or credit the Security Deposit to the Authority's successor in interest in the Demised Premises and thereupon be relieved of further responsibility with respect to the Security Deposit.

C. Assignment or Encumbrance of Security Deposit. Lessee may not assign or encumber the Security Deposit without the prior written consent of the Authority. Any attempt by Lessee to assign or encumber the Security Deposit without the prior written consent of the Authority shall be void and shall not be binding on the Authority.

D. Restoration of Security Deposit. If the Authority applies any portion of the Security Deposit, Lessee shall, within ten (10) calendar days after written demand by the Authority, deposit with the Authority an amount sufficient to restore the Security Deposit to its original amount.

E. Return of Security Deposit. If Lessee performs every provision of this Lease to be performed by Lessee, the unused portion of the Security Deposit shall be returned to Lessee or the last assignee of Lessee's interest under this Lease within forty-five (45) calendar days following the expiration or termination of this Lease.

10.02 [RESERVED - NO TEXT]

10.03 EXCULPATION

A. Definition of "Lessee Parties" and "Authority Parties". For purposes of this Section 10.03, the term "Lessee Parties" refers singularly and collectively to Lessee and Lessee's officers, members, partners, agents, employees, invitees, guests and independent contractors, as well as to all persons and entities claiming through any of these persons or entities. The term "Authority Parties" refers singularly and collectively to the Authority and its elected officials, officers, agents, attorneys, consultants and, employees and each of them.

B. Exculpation.

(1) Exculpation. To the fullest extent permitted by law, Lessee, on its behalf and on behalf of all Lessee Parties, waives all claims (at law, in equity, or otherwise) against any Authority Parties arising out of, knowingly and voluntarily assumes the risk of, and agrees that the Authority Parties shall not be liable to the Lessee Parties for any of the following:

(a) Injury to or death of any person; or

(b) Loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause, in each case, except to the extent due to the active negligence or willful misconduct of any Authority Parties.

C. Survival of Exculpation. The clauses of this Section 10.03 shall survive the expiration or earlier termination of this Lease, until all claims within the scope of this Section 10.03 are fully, finally, and absolutely barred by the applicable statutes of limitations.

D. Lessee's Acknowledgment of Fairness. Lessee acknowledges that this Section 10.03 was negotiated with the Authority, that the consideration for it is fair and adequate, and that Lessee had a fair opportunity to negotiate, accept, reject, modify, or alter it.

E. No Exculpation for Non-delegable Duties. This exculpation clause may not be interpreted or construed as an attempt by the Authority to be relieved of liability arising out of a non-delegable duty on the part of the Authority.

10.04 INDEMNIFICATION

A. Lessee's Indemnification of the Authority Parties. To the fullest extent permitted by law, Lessee shall, at Lessee's sole expense and with counsel reasonably acceptable to the Authority, indemnify, defend, and hold harmless the Authority Parties from and against all Claims, as defined in Section 10.04B, to the extent arising out of or relating (directly or indirectly), to Lessee's use or occupancy of the Demised Premises or Lessee's activities on the Airport, including without limitation:

(1) The use or occupancy, or manner of use or occupancy, of the Airport or the Demised Premises by Lessee Parties;

(2) Any act, error, omission, or negligence of Lessee Parties or of any invitee, guest, or licensee of Lessee\ Parties in, on, or about the Airport or the Demised Premises;

(3) Lessee Parties conducting of their business;

(4) Any Tenant Improvements, activities, work, or things done, omitted, permitted, allowed, or suffered by Lessee Parties in, at, or about the Demised Premises or the Airport, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, order, decrees, or judgments in existence on the Commencement Date or enacted, promulgated, or issued after the Commencement Date; and

(5) Any breach or default in performance of any obligation on Lessee's part to be performed under this Lease, including obligations that survive expiration or earlier termination of this Lease under the terms of this Lease.

B. Definition of Claims. For purposes of this Lease, "Claims" means any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, at law or in equity, or otherwise), charges, assessments, fines, and penalties of any kind and Environmental Matters, as defined in this Lease (including consultant and expert expenses, court costs, and attorneys' fees actually incurred).

C. Type of Injury or Loss. This indemnification extends to and includes Claims for:

(1) Injury to any persons (including death at any time resulting from that injury); and

(2) Loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction), and all economic losses and consequential or resulting damage of any kind.

D. Survival of Indemnification. The indemnification clauses of this Section 10.04 shall survive the expiration or earlier termination of this Lease until all claims against the Authority Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

G. Duty to Defend. Lessee's duty to defend the Authority Parties is separate and independent of Lessee's duty to indemnify the Authority Parties.

10.05 COMPLIANCE WITH INSURER REQUIREMENTS

Lessee shall, at Lessee's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to Lessee's operations in the Demised Premises and at the Airport, whether imposed by Lessee's insurers, the Authority's insurers, or both. Lessee shall, at Lessee's sole expense, comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body applicable to Lessee's operations in the Demised Premises and at the Airport.

10.06 LESSEE'S LIABILITY COVERAGE

Lessee shall, at Lessee's sole expense, maintain the liability insurance coverage set forth in this Section 10.06.

A. Commercial General Liability Insurance. Lessee shall obtain commercial aviation liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to Lessee's business operations, conduct, assumed liabilities, or use or occupancy of the Demised Premises or the Airport, providing single limit coverage of, at least, Two Million Dollars ($2,000,000.00) per occurrence with an "Additional Insured-Managers or Lessor's Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The commercial aviation liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an 'insured contract' for the performance of Lessee's indemnity obligations under this Lease.

B. Broad Form Coverage. Lessee's commercial aviation liability coverage shall include all the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement, including broad form property damage coverage. At such time as Lessee's operations require it, Lessee shall provide to the Authority evidence of such coverage for broad form property damage coverage, including coverage for products liability and completed operations. Such evidence shall be provided to the Authority prior to commencement of such operations. Lessee's commercial aviation liability coverage shall further include premises-operations coverage, contemplated operations coverage, owners and contractors' protective coverage (when reasonably required by the Authority), and the broadest available form of contractual liability coverage. It is the intent of the parties to this Lease that Lessee's contractual liability coverage provides coverage to the maximum extent possible of Lessee's indemnification obligations under this Lease.

C. Hangar Keepers Insurance. Prior to storing any aircraft on or in the Demised Premises, Lessee shall obtain "Hangar Keepers and Operators" insurance in the amount of Two Million Dollars ($2,000,000.00) combined single limit.

D. Cross-Liability; Severability of Interests. Lessee's commercial aviation liability policies shall be endorsed as needed to provide cross-liability coverage for Lessee and the Authority and to provide severability of interests.

E. Primary Insurance Endorsements for Additional Insureds. Lessee's commercial aviation liability policies shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insureds is primary and that all insurance carried by the Authority Parties is strictly excess and secondary and shall not contribute with Lessee's commercial aviation liability insurance.

F. Delivery of Certificate, Policy, and Endorsements. Before the Commencement Date, Lessee shall deliver to the Authority a certified copy of Lessee's liability policy or policies and an original certificate of insurance, executed by an authorized agent of the insurer or insurers, evidencing compliance with the liability insurance requirements of this Lease. The certificate shall provide for no less than ten (10) calendar days' advance written notice to the Authority from the insurer or insurers of any cancellation due to non-payment of premium and no less than thirty (30) calendar days' advance written notice to the Authority from the insurer or insurers of any non-renewal or change in coverage or available limits of liability and shall confirm compliance with the liability insurance requirements in this Lease.

G. Concurrency of Primary, Excess, and Umbrella Policies. Lessee's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.

H. Survival of Insurance Requirements. Lessee shall, at Lessee's sole expense maintain in full force and effect the liability insurance coverage required under this Lease and shall maintain the Authority Parties as additional insureds for a period of no less than one (1) year after expiration or earlier termination of this Lease.

I. Lessee's Workers' Compensation and Employer Liability Coverage. At such time as Lessee hires an employee(s), Lessee shall procure and maintain workers' compensation insurance as required by law and employer's liability insurance with limits of no less than One Million Dollars ($1,000,000.00).

10.07 LESSEE'S FIRST PARTY INSURANCE

Lessee shall, at Lessee's sole expense, procure and maintain the first party insurance coverage described in this Section 10.07.

A. Lessee's Property Insurance. Lessee shall procure and maintain property insurance coverage for:

(1) All office furniture, trade fixtures, office equipment, merchandise, and all other items of Lessee's property in, on, at, or about the Demised Premises and the Airport, including property installed by, for, or at the expense of Lessee.

(2) "Tenant Improvements," as defined in this Lease, if any; and

(3) All other improvements, betterments, alterations, and additions to the Demised Premises made by Lessee.

B. Lessee's property insurance must fulfill the following requirements:

(1) It must be written on the broadest available "all-risk" (special-causes-of-loss) policy form or an equivalent form acceptable to the Authority:

(2) It must include an agreed-amount endorsement for no less than one hundred percent (100%) of the full replacement cost (new without deduction for depreciation) of the covered items and property, with a deductible not to exceed Five Thousand Dollars ($5,000.00) per occurrence. The proceeds from any such property insurance shall be used by Lessee for the replacement of personal property, trade fixtures or Tenant Improvements.

C. Lessee shall maintain or cause the aircraft owner to maintain hull coverage on each aircraft to be operated or ground coverage on each aircraft stored at the Airport, including the Demised Premises, in the stated amount of the value of each individual aircraft, as certified by the owner of each individual aircraft to the insurance carrier for such insurance coverage, which shall be the value of the individual aircraft for all purposes, as between Lessee, the owner of the aircraft and the Authority.

10.08 [RESERVED – NO TEXT]

10.09 FORM OF POLICIES AND ADDITIONAL REQUIREMENTS

A. Insurance Independent of Exculpation and Indemnification. The insurance requirements set forth in Sections 10.04 through and including 10.07, inclusive, are independent of Lessee's exculpation, indemnification, and other obligations under this Lease and shall not be construed or interpreted in any way to restrict, limit, or modify Lessee's exculpation, indemnification, or other obligations or to limit Lessee's liability under this Lease.

B. Form of Policies. In addition to the requirements set forth in Sections 10.05 through 10.07, inclusive, the insurance required of Lessee under this Lease must:

(1) Name the Authority and any other party the Authority specifies, by endorsement, as an additional insured;

(2) Be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide, or that is otherwise acceptable to the Authority, and admitted to engage in the business of insurance in the State of California;

(3) Be primary for all claims under it and provide that any insurance carried by the Authority Parties is strictly excess, secondary, and noncontributing with any insurance carried by Lessee; and

(4) Provide that the insurance may not be canceled, none renewed, or the subject of material change in coverage or available limits of coverage, except on at least thirty (30) days' prior written notice to the Authority.

C. Lessee's Delivery of Policy, Endorsements, and Certificates. Lessee shall deliver the policy or policies, along with any endorsements to them and certificates required by this Lease, to the Authority:

(1) On or before the Commencement Date; and

(2) At least thirty (30) calendar days before the expiration date of any policy; and

(3) On renewal of any policy

D. Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions under Lessee's policies are subject to the Authority's prior written approval. Such approval shall be at the reasonable discretion of the Authority.

E. The Chief Executive Officer may increase the limits of any insurance required under this Lease when the amount stated in this Lease is less than the level of liability insurance customarily required at a other similar airports in the United States of America for operators of facilities like the Demised Premises; provided that the Chief Executive Officer provides Lessee with at least ninety (90) calendar days' prior written notice of the change in insurance requirements, accompanied by a recent survey of insurance requirements for a majority of other similar airports in the United States of America.

F. If Lessee fails to procure and maintain the insurance required of it under this Lease and does not cure such failure within thirty (30) calendar days of the date of notice of such failure to Lessee from the Authority, the Authority may, but shall not be required to, procure and maintain such insurance and be reimbursed for the cost of such insurance by Lessee or, alternatively, the Authority may terminate this Lease upon written notice to Lessee, without any cure period.

G. The Authority makes no representation that the limits or forms of coverage of insurance specified in this Lease are adequate to cover Lessee's property, business operations or obligations under this Lease.

10.10 WAIVER OF SUBROGATION

The Authority and Lessee agree to cause the insurance companies issuing their respective property (first party) insurance to waive any subrogation rights that those companies may have against Lessee or the Authority, respectively, as long as the insurance is not invalidated by the waiver. If the waivers of subrogation are contained in their respective insurance policies, the Authority and Lessee waive any right that either may have against the other on account of any loss or damage to their respective property to the extent that the loss or damage is insured under their respective insurance policies.

10.11 THE AUTHORITY'S PROPERTY DAMAGE INSURANCE COVERAGE

A. The Authority shall carry first party property damage insurance on the structure of the Buildings in the form of Property All-Risk Special Form, Excluding Quake and Flood, in the total insurable value of the Buildings and all associated or related improvements. Authority shall

have no obligation to insure any of Lessee's personal property or improvements located on the Demised Premises.

B. The Authority shall maintain comprehensive general liability insurance written on an "occurrence" policy form, covering bodily injury, property damage, personal injury, and advertising injury arising out of or relating (directly or indirectly) to providing single limit coverage with limits of at least, Two Million Dollars ($2,000,000.00) per occurrence or such other amount as Authority shall determine in its discretion.

C. During the Term, such coverage may be in such amounts, from such companies and on such other terms and conditions as the Authority may from time to time reasonably determine. The cost of Authority's insurance under this Section 10.11 shall be a common area expense. On reasonable inquiry by Lessee from time to time, the Authority shall inform Lessee of all such insurance carried by the Authority applicable to the Demised Premises.

10.12 TAXES AND LIENS

A. In connection with the Demised Premises and Lessee's personal property and operations thereon, Lessee covenants and agrees:

(1) To pay, prior to delinquency, all applicable general and special real property taxes, personal property taxes, assessments, taxes on any of Lessee's personal property or Tenant Improvements, possessory interest taxes upon the leasehold interests under this Lease for the Demised Premises, business license taxes, utility taxes and any other taxes applicable to its use, occupancy or business operations at the Demised Premises.

(2) If Lessee in good faith proceeds to contest any such tax, assessment or other public charge, or the validity thereof, by proper legal proceedings which operate to prevent the collection thereof or to prevent the appointment of a receiver because of nonpayment of any such tax, assessment or other public charge, Lessee shall not be required to pay, discharge or remove any such tax, assessment or other public charge, so long as such proceeding is pending and indisposed of; provided, however, that Lessee, not less than five (5) calendar days before any such tax, assessment or charge shall become delinquent, shall give notice to the Authority of Lessee's intention to contest its validity. If such notice is so given by Lessee to the Authority and such contest is conducted in good faith by Lessee, the Authority shall not, pending the termination of such legal proceedings, pay, remove or discharge such tax, assessment or other charge.

B. If the possessory interest of Lessee in the Demised Premises, or the personal property, trade fixtures, appliances and equipment of Lessee on the Demised Premises or the real property taxes and assessments on the Demised Premises are not separately assessed under one or more county tax assessor tax parcel designations for any period of time during the Term of this Lease (e.g., a "joint assessment") and the tax liability of Lessee for any amounts due under this Section 10.12 are included in a joint assessment, there shall be an equitable allocation of the total tax liability assessed against the Demised Premises under such a joint assessment. The allocation of the tax liability of Lessee under a joint assessment shall be determined by the Authority based upon its review of the tax valuations assigned to the Demised Premises in the work sheets and assessment records of the San Bernardino County Assessor relating to any property tax assessment

(or supplemental assessment) during the Term of this Lease. The Authority's reasonable good faith determination of the amount of tax liability allocated to Lessee from any such joint assessment shall be conclusive and Lessee shall pay such amount to the Authority within thirty (30) calendar days of receipt of the Authority's determination. The Authority shall promptly remit such amount upon its receipt from Lessee to the San Bernardino County Tax Collector for the account of Lessee. In no event shall the Authority be responsible for any property taxes or assessments relating to the Demised Premises during the Term of this Lease.

C. Upon the request of the Authority, Lessee shall execute an appropriate form of a notice of responsibility of Lessee for the payment of the taxes due under this Section 10.14 for filing by the Authority with the Office of the San Bernardino County Assessor and the San Bernardino County Tax Collector.

10.13 COVENANT AGAINST LIENS; PAYMENT BOND REQUIREMENT; NOTICE OF NO LIEN RIGHTS

A. Lessee shall not be the cause or object of any liens or allow such liens to exist, attach to, be placed on, or encumber the Authority's or Lessee's interest in the Demised Premises or any, associated real property by operation of law or otherwise. Lessee shall not suffer or permit any lien of mechanics, material, suppliers, or others to be placed against the Demised Premises or any associated real property with respect to work or services performed or claimed to have been performed for Lessee or materials furnished or claimed to have been furnished to Lessee or the Demised Premises on behalf of Lessee. The Authority has the right at all times to post and keep posted on the Demised Premises any notice that it considers necessary for protection from such liens. At least seven (7) calendar days before beginning any form of construction at the Demised Premises, Lessee shall give the Authority written notice of the expected commencement date of that construction to permit the Authority to post and record a notice of non-responsibility.

B. If any such lien attaches or Lessee receives notice of any such lien, Lessee shall cause the lien to be immediately released and removed of record. Despite any other provision of this Lease, if the lien is not released, and removed within twenty (20) calendar days after the Authority delivers notice of the lien to Lessee, the Authority may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of it. All expenses (including reasonable attorneys' fees) incurred by the Authority in connection with the lien shall be considered Rent under this Lease and be immediately due and payable by Lessee.

C. Lessee shall, prior to allowing any labor to be performed on or materials supplied to the Demised Premises in connection with the construction of any improvements or alterations with a cost in excess of five thousand dollars ($5,000), secure with a responsible corporate surety or sureties admitted to do business in the State of California by the Department of Insurance, a payment bond in an amount of not less than the sum of the total dollar amounts of each contract with providers of labor, materials and services on or to the Demised Premises, conditioned upon payment in full of the claims of all persons performing labor upon or furnishing materials to be used in or furnishing appliances or power contributing to any work to be performed at the Premises. All such payment bonds are subject to the approval of the Authority. Notwithstanding the foregoing, if Lessee demonstrates that it has the available funds necessary for payment of such

labor and materials, or if any such work will mutually benefit both Lessee and the Authority, no payment bond shall be required.

D. Lessee acknowledges and agrees that the Demised Premises are owned by the Authority, which is a public entity, that the Demised Premises were transferred to the Authority by the United States of America with specific use restrictions and that the Demised Premises are not subject to the imposition of mechanic's liens in favor of providers of labor, material or services. Lessee further agrees to inform each of the providers of labor, material or services on or to the Demised Premises of such fact and that the Authority is not responsible for payment of any claims by any such providers of labor, material or services.

PART XI
QUIET ENJOYMENT

11.01 COVENANT OF QUIET ENJOYMENT

Provided that Lessee is not in default under this Lease, Lessee shall peacefully have and enjoy the Demised Premises, appurtenances, facilities, licenses and privileges granted in this Lease; provided, however, that certain temporary inconveniences may occur during construction of common use areas and facilities incidental to the improvement of the Airport.

11.02 INCONVENIENCES DURING CONSTRUCTION

Lessee recognizes that from time to time during the Term of this Lease it will be necessary for the Authority to initiate and pursue extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair at the Airport that will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience Lessee in its operations at the Airport. Lessee agrees that no liability shall attach to the Authority, its elected officials, officers, agents, employees, attorneys, contractors, subcontractors and representatives by reason of minor inconvenience or minor discomfort as a result of such activity and, for and in further consideration of this Lease of the Demised Premises, Lessee waives any right to claim damages or other consideration for such minor inconvenience or minor discomfort; provided, however, that the Authority agrees that it shall schedule and undertake such activities in such a manner as shall reasonably minimize the disruption of the operations of Lessee on the Demised Premises and before undertaking any such action, the Authority shall, except in case of emergency, provide reasonable advance notice to Lessee of such activity.

PART XII
MISCELLANEOUS PROVISIONS

12.01 [RESERVED – NO TEXT]

12.02 APPLICABLE LAW

This Lease, shall be interpreted and enforced in accordance with the laws of the State of California.

12.03 JURISDICTION AND VENUE

Any court action filed to enforce legal rights or remedies or to seek equitable relief regarding this Lease shall be filed in the Superior Court of the State of California in the County of San Bernardino, or in the United States District Court, Central District of California. The parties agree that no legal actions filed by the parties shall be removed or transferred to any other court except as provided herein without the express written consent of the other party.

12.04 ATTORNEYS' FEES AND COURT COSTS

In any action filed by either party to this Lease to enforce any right under this Lease or injunctive or equitable relief regarding this Lease, the prevailing party shall, in addition to any monetary awards or other relief granted by the court, recover all reasonable costs, expenses and fees of attorneys, accountants and other expert witnesses from the non-prevailing party.

12.05 LEASE BINDING

This Lease shall be binding on and inure to the benefit of Lessee and Authority and their successors and assigns.

12.06 PARAGRAPH HEADINGS AND INDEX

Any paragraph or Section headings and index or table of contents contained in this Lease are for convenience of reference only and are not intended to define, expand or limit the scope of any provision of this Lease.

12.07 SIGNS

Lessee agrees that no signs identifying any Lessee Parties or advertising displays shall be painted on or erected in any manner upon the Demised Premises, without the prior written approval of the Chief Executive Officer, which shall not be unreasonably withheld, conditioned or delayed, and all necessary approvals, are obtained from the City of San Bernardino and other governmental entities, in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, and that signs identifying Lessee will conform to reasonable standards established by the Executive Director, with respect to type, size, design and location.

12.08 [RESERVED – NO TEXT]

12.09 [RESERVED – NO TEXT]

12.10 NOTICES

A. All notices required to be given to the either party under this Lease shall be in writing and shall be personally delivered, sent by nationally recognized overnight carrier (for next day or next business day delivery) or sent by United States Postal Service certified mail, return receipt requested, addressed to the Authority or Lessee at the addresses provided in the Basic Provisions.

B. Either party may designate in writing, delivered pursuant to Section 12.10A., a different address or persons for delivery of notices under this Lease. The effective date of service of any notice shall be the date such notice is mailed to Lessee or the Chief Executive Officer, if by certified mail or overnight courier, or the date received if by personal delivery.

C. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

12.11 WAIVER OF RELOCATION BENEFITS BY LESSEE

As a material part of the consideration for the Authority entering into this Lease Lessee hereby waives any rights that it might have to relocation assistance due to expiration of this Lease or termination of this Lease by the Authority, under California Government Code Sections 7260, et seq., or the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §§4601, et seq.) or any similar Federal or State statute, regulation, circular or order.

12.12 SEVERABILITY

If any covenant, condition or provision of this Lease is held by any court of competent jurisdiction to be invalid, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, if the invalidity of any such covenant, condition or provision does not materially prejudice either party to this Lease in its

respective rights and obligations contained in the valid covenants, conditions or provisions in this Lease.

12.13 SECURITY

A. Lessee shall take all reasonable security precautions to keep the Demised Premises and Lessee's property secure from unauthorized intrusion, shall comply with all Airport security requirements including those of the TSA and shall, with respect to any area of the Demised Premises opening to an air operations area of the Airport, provide an adequate security system designed to prevent unauthorized persons and vehicles from entering an air operations area. An "air operations area" is defined to mean any area of the Airport used or intended to be used for landing, takeoff or surface maneuvering of aircraft or the actual loading and unloading of air cargo on and off of aircraft or fueling of aircraft. An "adequate security system" is further defined as providing for security at a standard no less than required and set out in TSR 1542 of the Transportation Security Regulations, as may be amended.

B. At any time during the Term of this Lease, when requested in writing by the Chief Executive Officer, Lessee shall submit to the Chief Executive Officer the security plans that are to be used or are being used by Lessee regarding the Demised Premises.

12.14 FORCE MAJEURE

Neither the Authority nor Lessee shall be deemed to be in breach of this Lease by reason of failure to perform any obligations under this Lease, if and to the extent that such failure is due to embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, sabotage, strikes, boycotts, labor disputes, weather conditions, riots, rebellion and any circumstances for which the nonperforming party is not responsible and which is not within such party's reasonable control. This provision shall not apply to (i) failures by Lessee to pay Rent, fees or other charges, or to make any other monetary payment, whatsoever, required by this Lease, except in those cases where provision is made in this Lease for the abatement of such Rent, fees, charges or payments under such circumstances; or (ii) the ability of Lessee to declare the Authority in default under this Lease. As a condition precedent to the non-performing party having the benefits of this Section 12.14 apply to any non-performance of an obligation under this Lease, the party claiming that a force majeure event has occurred shall give written notice to the other party within thirty (30) calendar days after the force majeure event has occurred setting forth the date and other specifics of the force majeure event and the effects to the non-performing party making such claim to the extent that such effects are known to the non-performing party at that time.

12.15 NO IMPLIED WAIVERS

A. No waiver of any provision of this Lease shall be implied by any failure of the Authority or Lessee, to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by the Authority or Lessee of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

B. No receipt by the Authority of a lesser payment than the Rent required under this Lease shall be considered to be other than on account of the earliest amount due, and no endorsement or statement on any check or letter accompanying a payment or check shall be considered an accord and satisfaction. The Authority may accept checks or payments without prejudice to the Authority's right to recover all amounts due and pursue all other remedies provided for in this Lease.

C. The Authority's receipt of monies from Lessee after giving notice to Lessee terminating this Lease shall in no way reinstate, continue, or extend the Term or affect the termination notice given by the Authority before the receipt of those monies. After serving notice terminating this Lease, filing an action, or obtaining final judgment for possession of the Demised Premises, the Authority may receive and collect any Rent due, and the payment of that Rent shall not waive or affect such prior notice, action, or judgment.

12.16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

Lessee, its officers, agents and employees, shall cooperate and comply with the provisions of any reasonable resolution or order of the Authority concerning the use, possession or sale of alcohol or drugs at the Airport. Lessee shall maintain a drug-free workplace in conformity with all federal rules and regulations.

12.17 THIRD PARTIES

This Lease does not, and shall not be deemed or construed to confer upon or grant to any third party or parties (excepting parties to whom Lessee may assign this Lease in accordance with the terms hereof) any right to claim damages or to bring any suit, action or other proceeding against either the Authority or Lessee because of any breach hereof or to enforce any of the terms, covenants, agreements or conditions in this Lease.

12.18 CONFORMANCE WITH LAW

A. Lessee shall abide by the Airport Rules and Regulations and all applicable laws, rules and regulations of the City of San Bernardino, County of San Bernardino, State of California, and any other duly constituted public authority having jurisdiction over the Airport. L shall deliver a copy of any notice of violation by any Lessee Parties or investigation of potential violation by any Lessee Parties of laws, rules, regulations, orders, opinion, guidance letters or other regulatory acts of the United States, the State of California, or any other duly constituted public authority having jurisdiction over the Airport or Lessee, within five (5) calendar days of Lessee's receipt of

any such notice. Lessee agrees and understands that the commission of any illegal or unlawful act by Lessee on the Airport that is not cured within ten (10) calendar days following written notice from the Authority shall constitute a material default by Lessee under this Lease, without further right to cure, and shall be cause for the Authority to terminate this Lease upon ten (10) calendar days' written notice to Lessee.

B. Lessee covenants and agrees that in order to confirm the assurance required by the Authority by Title VI of the Civil Rights Act of 1964 and by 49 CFR Part 21 of the regulations governing the U.S. Department of Transportation, as amended, it will not, in its occupancy, operation or use of the Demised Premises or the Airport, discriminate nor permit discrimination against any person or group of persons on the grounds of race, color or national origin, in any manner prohibited by 49 CFR Part 21. Noncompliance with this clause will constitute a material breach of this Lease; therefore, in the event of such noncompliance, Lessee hereby authorizes the Authority to take such action as the federal government may direct to enforce this covenant, and Lessee also authorizes the federal government to take appropriate action to enforce compliance with this covenant, including the right to seek judicial enforcement. Lessee will reasonably cooperate with the Authority in satisfying any reporting requirements imposed on the Authority under such programs or regulations or similar programs or regulations.

C. Lessee covenants and agrees that it will undertake an affirmative action program, if required by applicable state or federal laws. Lessee will reasonably cooperate with the Authority in satisfying any reporting requirements imposed on the Authority under such programs or regulations or similar programs or regulations.

D. Nothing in this Lease shall be construed as granting or authorizing the granting of an exclusive right to perform any services at the Airport within the meaning of Section 308 of the Federal Aviation Act or any other statute, ordinance, regulation or policy of any governmental agency having jurisdiction over the Airport and/or the activities that take place at the Airport.

E. This Lease shall be subordinate to the provisions of any existing or future agreements between the Authority and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Aviation Act of 1958, as amended, or any future act affecting the operation or maintenance of the Airport.

F. If the FAA requires, as a condition precedent to the granting of funds for the improvement of the Airport, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Lease, Lessee shall have ten (10) calendar days following its receipt of written notice from the Authority of any requested Lease modification from the FAA to either deliver its written consent to the requested Lease modification to the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, or to deliver written notice to the Authority of its refusal to consent to the requested Lease modification. Any failure by Lessee to timely deliver written notice of its consent or refusal to consent to any Lease modification requested by the FAA, in accordance with this Section, shall be deemed Lessee's consent to the requested Lease modification. If Lessee refuses to consent to any Lease modification requested by the FAA, as a condition precedent to the granting of funds for the improvement of the Airport,

the Authority shall have the right to terminate this Lease, in accordance with the FAA requirements but not to exceed twelve (12) months' written notice to Lessee.

G. Lessee shall obtain all necessary approvals and furnish, at its own expense, all licenses, permits and authorizations necessary for any permitted improvements and the undertaking of all activities authorized under this Lease.

12.19 ENTIRE AGREEMENT

The parties acknowledge and agree that this Lease and the attached exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and that all representations made by any official, officer, agent, attorney, or employee of the respective parties, unless expressly set forth in this Lease, are null and void and of no effect. This Lease supersedes all prior and contemporaneous written or oral agreements and understandings between the Authority and Lessee and all prior arrangements for all or any portions of the Demised Premises hereunder. This Lease cannot be changed, amended or terminated orally. No alterations, amendments, changes or modifications shall be valid unless made by an instrument in writing executed by both of the parties to this Lease.

12.20 CONDITION; FINAL APPROVAL

This Lease is expressly conditioned upon and subject to the approval of the Commission of the Authority and shall not be or become effective or binding on the Authority or Lessee until formally approved by the Commission of the Authority and fully executed by the Chief Executive Officer of the Authority, as provided for in the execution block for the Authority below and the authorized representatives of Lessee.

12.21 WAIVER OF RIGHTS OF REDEMPTION AND TO SEEK RELIEF FROM FORFEITURE

Lessee, as a part of the consideration given to the Authority for this Lease expressly waives any and all rights of redemption, right to seek relief from forfeiture, or similar right granted by or under any present or future laws including, but not limited to, California Civil Code Section 3275 and California Code of Civil Procedure Section 1179 and successor or replacement sections, if Lessee is evicted from or dispossessed of the Demised Premised for any cause not the fault of the Authority, or if the Authority obtains a judgment of possession of the Demised Premises by reason of the violation by Lessee of any of the terms, covenants, and conditions of this Lease or otherwise.

12.22 NO PRESUMPTIONS

The Authority and Lessee agree that no presumption, construction or implication favoring the position of either the Authority or Lessee shall be used or applied in the interpretation of this Lease and that the provisions of California Civil Code Section 1654 shall not apply to the interpretation of this Lease. The parties agree that any deletion of language from this Lease prior to its execution by the Authority and Lessee shall not be construed to have any particular meaning or to raise any presumption, construction, or implication, including, without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

12.23 BROKER RELATIONSHIPS

The Authority and Lessee each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder in connection with this Lease, and that no one is entitled to any commission or finder's fee in connection with this Lease. The Authority and Lessee agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges that may be claimed by any broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, including any costs, expenses, and/or attorney's fees incurred with respect thereto.

12.24 ATTORNMENT

Lessee shall attorn to the purchaser or other transferee of the Demised Premises and recognize such purchaser or other transferee as the Authority under this Lease, provided such purchaser or other transferee expressly assumes all of the Authority's obligations under this Lease in writing. Authority may transfer the Authority's interest in the Demised Premises without the consent of Lessee and such transfer or subsequent transfer shall not be deemed a violation on the Authority's part of any of the terms and conditions of this Lease.

12.25 SUBORDINATION

The rights of Lessee under this Lease are and shall be subject and subordinate at all times to the lien or other transfer of interest by the Authority of any interest in the Airport or the Demised Premises, now or in the future, to secure Authority Financing and to all advances made or hereafter to be made upon the security thereof. Within fifteen (15) calendar days after receipt of request therefore by the Authority, Lessee shall deliver to the Authority a subordination agreement in a form acceptable to the Authority as may be required as part of any Authority Financing to evidence such subordination. Notwithstanding the foregoing, the Authority shall provide Lessee with a non-disturbance and attornment agreement from the holder of any existing or future Authority Financing in a commercially reasonable form agreed to by the Authority and the holder of such Authority Financing. Lessee agrees to make any reasonable modifications to this Lease that may be required by any potential holder of Authority Financing in the future, provided such modification does not materially and adversely affect Lessee's rights or increase Lessee's obligations under this Lease.

12.26 THE AUTHORITY'S RIGHT TO PERFORM LESSEE'S OBLIGATIONS

Except as otherwise expressly provided in this Lease, all obligations to be performed by Lessee under this Lease shall be performed by Lessee at Lessee's expense and without any reduction of Rent. If Lessee's failure to perform an obligation continues for thirty (30) calendar days after notice to Lessee, the Authority may perform the obligation on Lessee's behalf, without waiving the Authority's rights for Lessee's failure to perform any obligations under this Lease and without releasing Lessee from such obligations. Within fifteen (15) calendar days after receiving a statement from the Authority, Lessee shall pay to the Authority the amount of expense reasonably incurred by the Authority, under this Section.

12.27 INCORPORATION

All of the Exhibits, Riders, Attachments and Schedules referred to in this Lease and attached to this Lease are incorporated by this reference as though fully set forth herein.

12.28 CONSENTS AND APPROVALS

In all instances in this Lease where the consent or approval of either party is required or requested, such consent shall not be unreasonably withheld, delayed, or conditioned, unless otherwise expressly set forth in this Lease.

12.29 JOINT AND SEVERAL OBLIGATIONS OF LESSEE

If more than one individual or entity comprises Lessee, the obligations imposed on each individual or entity that comprises Lessee under this Lease shall be joint and several.

12.30 SUBMISSION OF LEASE

Submission of this document for examination or signature by the parties does not constitute an option or offer to lease the Demised Premises on the terms in this document or a reservation of the Demised Premises in favor of Lessee. This document is not effective as a lease or otherwise until approved by the Commission of the Authority and executed and delivered by both the Authority and Lessee.

12.31 LESSEE AUTHORITY

Lessee and each individual executing this Lease on behalf of an entity represents and warrants that:

A. The individual(s) executing this Lease on behalf of Lessee has/have full power and authority under Lessee's governing documents to execute and deliver this Lease in the name of an on behalf of Lessee and to cause Lessee to perform its obligations under this Lease;

B. Lessee is authorized to transact business in the State of California and has the power and authority under applicable law and its governing documents to execute and deliver this Lease and to perform its obligations under this Lease.

12.32 U.S. DEPARTMENT OF COMMERCE PROVISIONS

Lessee acknowledges that the Authority is and has been the recipient of certain U.S. Department of Commerce, Economic Development Administration (EDA) grant funding which has been expended for improvements to the Demised Premises and that it must comply with (EDA) policies. Lessee acknowledges that its use of the Demised Premises relating to EDA is subject to review by the EDA.

Lessee agrees to comply with the Authority's responsibilities pursuant to compliance with the provisions of Section 112 of Public Law 92-65 (42 U.S.C. 3123) and 42 U.S.C. 6709, and the U.S. Department of Commerce's implementing regulations found at 15 C.F.R. §§ 8.7-8.15, and any amendments thereto.

Lessee agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the U.S. Department of Commerce's implementing regulations found at 15 C.F.R. part 8b; Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and the U.S. Department of Commerce's implementing regulations found at 15 C.F.R. part 20, and the nondiscrimination on the basis of age regulations found at 45 C.F.R. part 90.

Such requirements hold that no person in the United States shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which federal financial assistance has been extended.

In accordance with these assurances and without limiting the above, Lessee agrees that these assurances shall be binding upon it and any grantees, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through any modification or amendment to the financial assistance award or to the project. The Authority agrees to provide advance written notice to Lessee of any such modifications or amendments.

Lessee acknowledges that it is aware that if there appears to be a failure or threatened failure to comply with these assurances and the noncompliance or threatened noncompliance cannot be corrected by informal means, compliance may be affected by the suspension or termination of, or refusal to grant or to continue, federal financial assistance or by any other means authorized by law.

PART XIII
RENT SCHEDULE

13.01 The following rent schedule shall apply (rounded to the nearest dollar):

- Rent Schedule:
  Year 1----------$5,878.00 + $1,909.00* = $7,787.00 per month
  " 2---------- = $8,021.00 "
  " 3---------- = $8,262.00 "
  " 4---------- = $8,510.00 "
  " 5---------- = $8,765.00 "
- Option Term:*
  Year 6---------- = $9,028.00 per month
  Year 7---------- = $9,299.00 "
  *In the event Option to Extend Term is not exercised, the unamortized amount of unpaid rent totaling $45,816.00 shall be due upon expiration of the Initial Term of Lease.

Previous Unpaid Rent of Current Lease:

Months	49 thru 60 @ $4,198.00	+ 3% = $4,324.00	per month	= $51,888.00
"	61 " 72 @ $4,324.00	" = $4,454.00	"	= $53,448.00
"	73 " 84 @ $4,454.00	" = $4,588.00	"	= $55,056.00
			Total	$160,392.00
			÷ 84 months	= $1,909.00*

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have executed this Lease be effective as of the day and year first set forth above.

AUTHORITY:

San Bernardino International Airport Authority, a California Joint Powers Authority

By: _____
Michael Burrows
Title: Chief Executive Officer

Date: _____

LESSEE:

World Wide Wings LLC, a California limited liability company

By:_____
Naushad Imam Mohammed

Title: _____

Date: _____

Exhibit “A-1”

Building

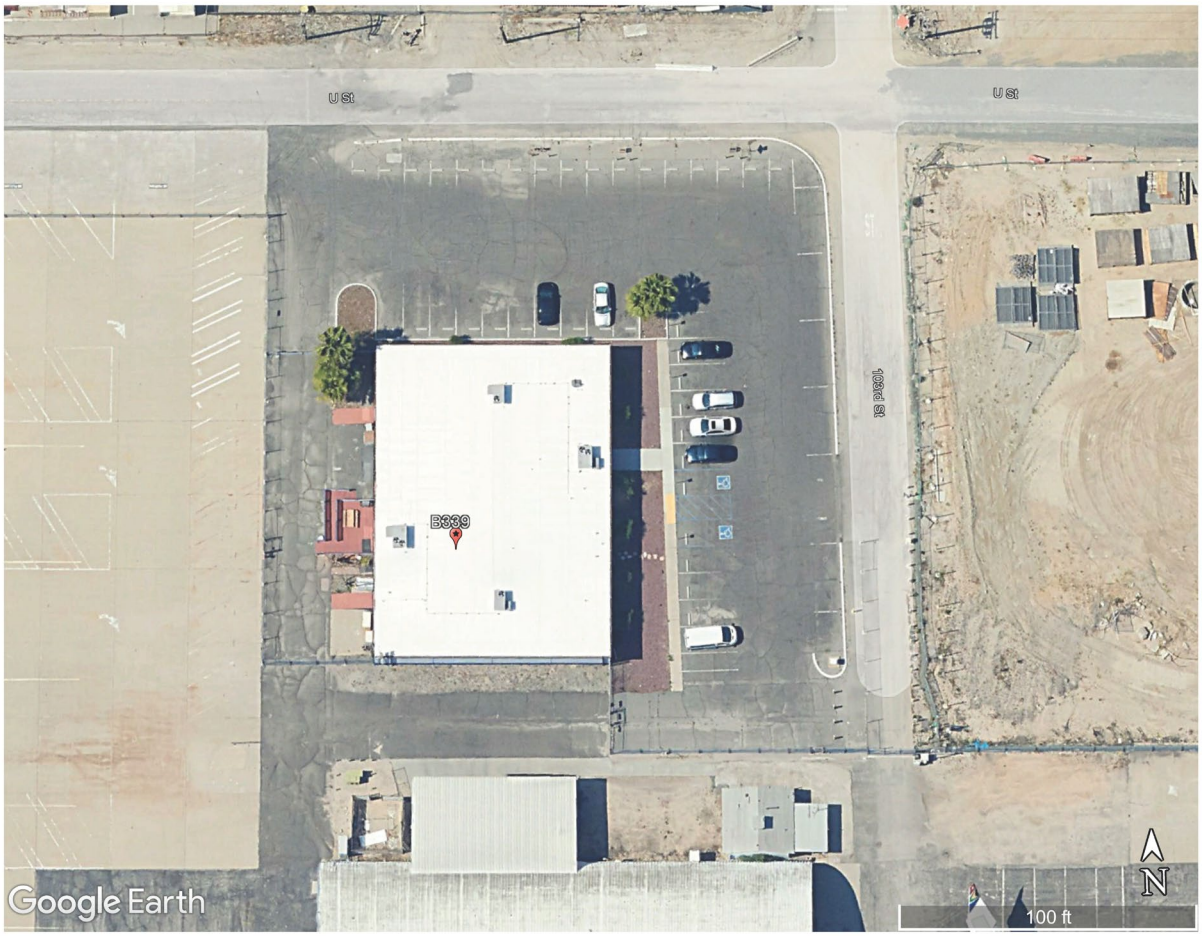

Exhibit “A-2”

Demised Premises

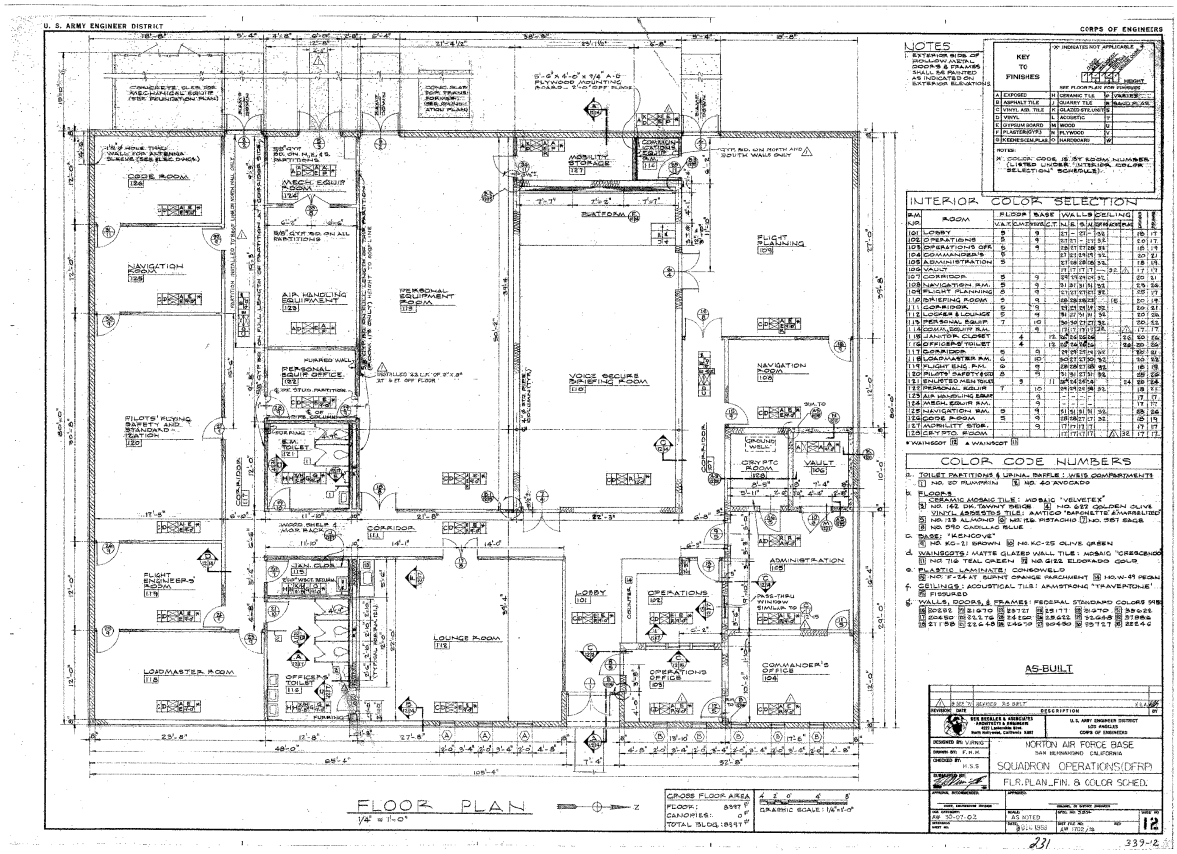

Exhibit “B”

Exhibit “C”

Airfield Area

Exhibit “D”

Airport Fee Schedule

Exhibit “E”

Airport Roadway Area

Exhibit “F”

Airport Rules and Regulations

Exhibit "G"

Airport Related Provisions

1. AUTHORITY OPERATION OF AIRPORT AND AIRFIELD AREA

In accordance with FAA Rules and Regulations, the Authority agrees to provide, operate and maintain the Airport and to make the Airfield Area, on a non-exclusive basis, available for use by LESSEE, its invitees, guests and licensees. LESSEE's use of the Airfield Area is subject to compliance with FAA Rules and Regulations, the Airport Rules and Regulations, the Airport Fee Schedule and the Authority's right to change or modify the Airfield Area or take portions of the Airfield Area and lease the same to third parties. LESSEE, its invitees, guests and licensees, shall, at all times during the Term of this Lease, have non-exclusive use of the Airport Roadway Area for ingress to and egress from the Demised Premises. The Authority may designate the portions of the Airport Roadway Area that LESSEE shall be allowed to use and may change such designation from time to time, as long as LESSEE has reasonable access, consistent with the use of the Demised Premises by LESSEE for the purposes authorized by this Lease.

2. NON-EXCLUSIVE USE OF AIRFIELD AREA AND OTHER COMMON USE FACILITIES AT THE AIRPORT

A. LESSEE shall have access to and the non-exclusive use of the Airfield Area and other common use facilities and services at the Airport, as follows:

(1) Runways for the purposes of landing and take off of aircraft;

(2) Taxiways for the purpose of the ground movement of aircraft;

(3) Run-up ramps, as defined in Exhibit "C" to this Lease for the purposes of engine run-ups and engine tests;

(4) Any other use normally incident to the foregoing, with the prior written consent of the Authority.

B. LESSEE's use of the Airfield Area and any designated portions of the Airport Roadway Area shall be nonexclusive and in common with others authorized by the Authority to use the Airfield Area or the Airport Roadway Area and is conditioned upon LESSEE's compliance with FAA Rules and Regulations, Airport Rules and Regulations the Airport Fee Schedule, and Airport Minimum Standards.

C. Positions on any public air passenger or cargo ramp that are for the purpose of loading and unloading aircraft and not located on the Demised Premises, shall be at all times under the control of the Executive Director. Ramp services or other aircraft maintenance activities on, over or outside of the Demised Premises must be provided in accordance with the Airport Rules and Regulations.

D. Authority shall have the right, without resulting in an actual or constructive eviction of LESSEE or otherwise disturbing the right of LESSEE to quietly use or enjoy the Demised Premises, and without abatement of Rent under this Lease, to do, cause or authorize any of the following:

(1) Temporarily close any part of the Airfield Area, to repair, maintain or improve the Airfield Area, or for any other reasonable purpose;

(2) Change the nature of the Airfield Area, including without limitation, change the location, size, shape and number of runways and taxiways, entry points, or the location, size or shape of any other part of the Airfield Area;

(3) Adopt and enforce storm water and surface water discharge standards for discharges from the Demised Premises to the Airfield Area or any other areas, as may be necessary or appropriate to comply with all applicable laws and permits issued to the Authority;

(4) Perform any other acts and make all necessary changes and alterations in the Airfield Area that the Authority may deem necessary or appropriate, including, from time to time, shutting down all or a portion of the Airfield Area for repair, maintenance or safety reasons.

E. Except in case of emergency, the Authority shall provide reasonable advance notice to LESSEE of any action by the Authority that may interfere with LESSEE's operations at the Airport and shall reasonably coordinate with LESSEE the timing and manner of such action, so as to minimize the interference with LESSEE's business operations at the Airport so far as reasonably possible.

3. RATES, FEES AND CHARGES FOR THE USE OF THE AIRPORT; LANDING FEES

A. The Airport Fee Schedule is established from time to time by the Authority, in accordance with published nondiscriminatory accounting and rate-making procedures established and adopted by the Authority and includes the right to impose charges previously or currently imposed. LESSEE shall be required to pay all rates, fees and charges for use of the Airport by itself, its invitees, guests or licensees, within thirty (30) calendar days of the date of the first statement for such charges from the Authority, excluding aircraft storage on the Demised Premises.

B. The Authority reserves the right during the Term to add to or modify the Airport Fee Schedule, or other rates, fees or charges for use of the Airport, including the right to impose charges not previously or currently imposed. Specifically, the Airport Fee Schedule pertains to landing fees, fuel flow fees (based on cost of cents per gallon on all types of fuels), tie-down, storage or parking fees, Airport business permits, and other fees related to use of services, goods or Airport facilities.

C. During the Term, LESSEE shall pay fuel flow fees consistent with the Airport Fee Schedule. If LESSEE utilizes the services of an approved party as then permitted by the Authority to provide fueling services on the Airport, fuel flowage fees will be collected by the approved party and remitted to the Authority.

4. AIRPORT ROADWAY AREA

A. The Authority exclusively controls the Airport Roadway Area. LESSEE and LESSEE's employees, agents, suppliers, shippers, customers, invitees and guests shall have a nonexclusive right to use the Airport Roadway Area at all times during the Term of the Lease, for pedestrian and motor vehicle ingress to and egress from the Demised Premises, subject to the rights reserved by the Authority under the Lease, FAA Rules and Regulations and the Airport Rules and Regulations governing use of the Airport Roadway Area.

B. The Authority may do, cause or authorize any of the following activities, which shall not be an actual or constructive eviction of LESSEE, disturbance of the quiet use or enjoyment of the Demised Premises by LESSEE, terminate this Lease or justify any abatement of Rent under this Lease, as long as LESSEE has reasonable access to the Demised Premises at all times during the Term of this Lease:

(1) Temporarily close any part of the Airport Roadway Area to repair, maintain or improve the Airport Roadway Area or for any other reasonable purpose;

(2) Change the nature of the Airport Roadway Area, including, without limitation, changing the location, size, or shape, changing the number of driveways or entry points to the Airport Roadway Area, or the location, size, or shape of any parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas or walkways situated within the Airport Roadway Area;

(3) Exclude from or add land and/or improvements to the Airport that enjoy a non-exclusive right of use of the Airport Roadway Area;

(4) Remove unidentified or unauthorized persons, vehicles, personal property or improvements from the Airport Roadway Area;

(5) Cause the street address of the Demised Premises to be changed for all purposes;

(6) Use or allow the use of the Airport Roadway Area by third persons for pedestrian and motor vehicle ingress and egress to any part of the Airport or for the provision of underground or overhead utility services to any part of the Airport or other property or while engaged in maintenance, repairs, construction or other alteration to any part of the Airport or other property;

(7) Offer the Airport Roadway Area, or any portion thereof, or any utility service facility located therein, for dedication to the City of San Bernardino, pursuant to Government Code Section 7050 or other applicable law or to authorize enforcement by the City of San Bernardino of the Vehicle Code of the State of California for all or any portion of the Airport Roadway Area;

(8) Adopt and enforce storm water and surface water discharge standards for discharges from the Demised Premises to the Airport Roadway Area, as may be necessary or appropriate to comply with all applicable laws and permits issued to the Authority; and

(9) Perform any other acts and make other changes or alterations in the Airport Roadway Area and the Airport, as the Authority may deem necessary or appropriate.

C. Except in case of emergency, the Authority shall provide reasonable advance notice to LESSEE of activities to be conducted by or on behalf of the Authority affecting the Airport Roadway Area that could reasonably be anticipated to impact LESSEE and shall reasonably coordinate with LESSEE the timing and manner of such activities so as to minimize disruption of LESSEE's operations at the Airport.

D. LESSEE shall comply with all Airport Rules and Regulations relating to the use of the Airport Roadway Area and the application of the State of California Vehicle Code to the Airport Roadway Area. LESSEE shall not conduct business in the Airport Roadway Area, store any personal property in the Airport Roadway Area or otherwise place any obstacle or obstruction in the Airport Roadway Area. LESSEE shall comply with all vehicle traffic regulations and vehicle parking regulations imposed by the Authority, any municipal jurisdiction or the State of California on the Airport Roadway Area, including the provisions to be enforced by the City of San Bernardino pursuant to the State of California Vehicle Code. LESSEE shall not cause or authorize the construction or encroachment of any utility installation for the benefit of the Demised Premises on, in or under the Airport Roadway Area, except upon the prior written approval of the Authority which may be withheld or conditioned at Authority's sole discretion.

5. AIRCRAFT OPERATIONS

A. The Authority agrees to operate the Airport in accordance with its FAA-approved Airport Certification Manual, as may be amended from time to time, as required by FAA Federal Aviation Regulation Part 139. LESSEE shall ensure that all of its Aircraft Operations are conducted in a manner consistent with the requirements described for the Airport in the FAA Airport/Facility Directory, as amended from time to time.

B. In the event that the Authority should, during the Term of this Lease, incur any costs or expenses providing ARFF services to LESSEE, or receive a bill from any local fire department, police, rescue or ambulance service for services provided by such entities to LESSEE, LESSEE shall remit to the Authority payment in full for such sums, upon demand.

6. OPERATION OF THE CONTROL TOWER

The Authority is not obligated to furnish or provide any staffing for or equipment or facilities in connection with control tower operations at the Airport for the benefit of LESSEE, pursuant to this Lease or otherwise. The Authority may provide some general level of control tower services at the Airport, as may be deemed necessary or desirable by the Authority, in its sole discretion. To the extent that any such Authority provided levels of control tower services are insufficient to meet the business needs of LESSEE, the Authority and LESSEE may make a separate agreement for the Authority to provide such additional operations as may be required to obtain the level of control tower services desired by LESSEE, with LESSEE paying the costs for such additional services. It is expressly understood by LESSEE that the Authority may decrease the services offered by the control tower and the Airport, including its Instrument Landing System

("ILS") and Automated Weather Observation System ("AWOS") capabilities, at any time and without any default under this Lease. The Authority's only obligation is to provide the minimum level of ILS and/or AWOS capabilities required by the FAA pursuant to Federal Aviation Regulations Part 171, if any.

Exhibit "H"

Deed Requirements

The following disclosures, notices and provisions are made by Authority to LESSEE and are hereby incorporated into the Lease with the same effect as if fully stated therein:

1. **NOTICE OF HAZARDOUS SUBSTANCES GIVEN UNDER CERCLA SECTION 120 (h)(3)**

Pursuant to CERCLA Section 120 (h)(3), the applicable provisions of the Quitclaim Deed and all of the various studies and reports prepared by the Air Force, as referenced therein, the Air Force has given notice informing all interested persons of certain information relating to the presence of certain hazardous substances or toxic or contaminating materials that may affect or concern the Airport and the Demised Premises. The CERCLA notice of the Air Force, as set forth in the Quitclaim Deed, also includes a description of remedial action taken by the Air Force that affects or concerns the Airport and the Demised Premises prior to the date of this Lease, and the existence and effect of the remedial environmental action covenant of the Air Force concerning the Airport and the Demised Premises.

2. NOTICE OF LEAD-BASED PAINT (LBP) AND ASBESTOS-CONTAINING MATERIAL (ACM) IN THE DEMISED PREMISES AND DISCLAIMER

A. The Demised Premises includes improvements constructed before 1978 that are presumed to contain LBP and ACM. LESSEE acknowledges that it received information from the Authority regarding the potential of LBP and/or LBP hazards and ACM hazards on the Demised Premises prior to entering into this Lease.

B. No warranties, either express or implied, are given by the Authority regarding the condition of the Demised Premises, including, without limitation, whether the Demised Premises does or does not contain LBP and/or ACM. The information provided to LESSEE, including its predecessor in interest pursuant to the Original Lease, by the Authority relating to LBP and ACM was obtained by the Authority from the Air Force and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the Authority or the Air Force, shall not constitute grounds for any claim by LESSEE against the Authority with respect to the presence of LBP and/or ACM on the Demised Premises. The failure of LESSEE to inspect the Demised Premises for LBP and/or ACM, or to be fully informed as to the condition of all or any portion of the Demised Premises, will not constitute grounds for any claim or demand by LESSEE against the Authority or the Air Force with respect to LBP and/or ACM.

C. LESSEE covenants and agrees that in its use and occupancy of the Demised Premises, it will comply with all applicable Environmental Laws relating to LBP and ACM. The Authority assumes no liability for damages for personal injury, illness, disability, or death to LESSEE, or to LESSEE's employees, agents, invitees, guests, vendors or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind

whatsoever with LBP and/or ACM on the Demised Premises, whether LESSEE properly warned, or failed to properly warn, the persons injured. Notwithstanding anything to the contrary in this Lease, neither the Authority nor LESSEE shall have any obligation to remove or remediate any LBP or ACM on the Demised Premises; provided, however, that LESSEE shall be obligated to remediate any LBP or ACM condition resulting from any disturbance, release or discharge of any LBP or ACM existing on the Demised Premises caused by any LESSEE Parties. Further, LESSEE shall have no liability of any kind for the existence of hazardous substances, including any LBP or ACM located in, on or about the Airport and Demised Premises that existed or originated prior to the Term of this Lease and which were not disturbed, released or discharged by LESSEE.

3. RELEASE OF THE AUTHORITY BY LESSEE RELATING TO LBP, ACM AND ALL OTHER HAZARDOUS SUBSTANCES

A. Without limiting the above, LESSEE on behalf of itself and its successors and assigns, waives and releases the Authority its elected officials, officers, employees, attorneys, consultants and agents and their successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liability, damages, penalties, fines, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to the presence, alleged presence or remediation of LBP, ACM and all other harmful or Hazardous Substances in, under, or about the Demised Premises including, without limitation, any claims under or on account of any Environmental Laws.

B. LESSEE expressly waives any rights or benefits available to it with respect to the release set forth in the preceding Section under any provision of applicable law that generally provides that the general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Lease, LESSEE acknowledges that it fully understands the foregoing and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in Section 3.A above and without limiting the generality of the foregoing:

> The undersigned acknowledges that it has been advised by legal counsel of its own choosing of the substance of the foregoing and the following and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:
>
> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
>
> The undersigned, being aware of this California Civil Code Section 1542, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of the authorized and/or managing member of LESSEE: _____

The provisions of Sections 3.A. and 3.B. shall survive any expiration or termination of this Lease.

4. AIR FORCE INDEMNITY – INSPECTION RIGHTS

A. The Air Force may be obligated, pursuant to Section 330 of the National Defense Authorization Act of 1993, as amended, to indemnify the Authority, or LESSEE from and against certain suits, claims, demands or actions, liability, judgment, cost or fees arising out of any claim for personal injury or property damage resulting from the unauthorized release or threatened release of any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative on, in, under or around the Demised Premises. In addition, except to the extent set forth in the Quitclaim Deed with respect to LBP and ACM, the Air Force may be liable pursuant to Section 120(h) of CERCLA, for certain remedial actions found to be necessary on the Demised Premises on or after the Commencement Date.

B. In the event that any governmental agency having jurisdiction over the Demised Premises requires LESSEE, as a successor in possessory interest of the Air Force or the Authority in the Demised Premises, to take any removal or remedial action with regard to any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative on, in, under or around the Demised Premises for which the Air Force may be responsible under Section 120 (h) of CERCLA, or in the event of any dispute over the nature or scope of the obligations of the Air Force to indemnify LESSEE under Section 330 of the National Defense Authorization Act, or to remediate any Hazardous Substance, pollutant or contaminant, or petroleum or petroleum derivative under Section 120(h) of CERCLA, the Authority agrees to cooperate fully with LESSEE in tendering such a claim of indemnity to the Air Force. The Authority shall do so without assuming any liability, or obligation for such action, and shall sign any documents reasonably requested by any governmental agency or by LESSEE, provide any information or reasonable access to information in its possession or control and reasonably required in connection with such action. Notwithstanding anything in this Section 4.B. to the contrary, no provision of this Section 4.B. shall relieve LESSEE from its responsibility to comply with all Environmental Laws applicable to the activities of LESSEE on the Demised Premises, nor excuse any performance otherwise required of LESSEE under this Lease, nor result in any abatement of Rent, during any period that the Demised Premises are rendered unusable.

C. The Authority and the Air Force and/or their consultants, contractors and subcontractors shall have the right to enter upon the Demised Premises and conduct investigations and surveys, to include drillings, compiling, etc., as required under the Lessee Air Force Base Installation Restoration Program, the FFA (as defined in Section 8.11A) or the Quitclaim Deed. These inspections or surveys will be coordinated with a representative designated by LESSEE and will occur on reasonable prior notice. Inspections will be conducted with a representative of LESSEE, and in such manner so as to reasonably minimize any disruption to the operations of LESSEE on the Demised Premises.

5. DEMISED PREMISES, A NATIONAL PRIORITY LIST SITE

LESSEE acknowledges that the Airport is identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. LESSEE acknowledges that the Authority provided it with access to the Lessee Air Force Base Federal Facility Agreement Under CERCLA Section 120 (the "FFA") entered into by EPA Region 9, the State of California, and the United States Air Force on June 29, 1989, and agrees that should any conflict arise between the terms of the FFA and the provisions of this Lease, the terms of the FFA will prevail. LESSEE further agrees that the Authority assumes no liability to LESSEE should implementation of either the FFA or any provisions of the Quitclaim Deed interfere with LESSEE's use of the Demised Premises. LESSEE shall not have any claim on account of any such interference against the Authority or any elected official, officer, agent, employee, attorney, consultant or contractor of the Authority. However, if the business operations of LESSEE on the Demised Premises are substantially disrupted for a period of thirty (30) calendar days or more by activities in implementation of the provisions of the FFA or the Quitclaim Deed, then LESSEE may terminate this Lease, upon thirty (30) calendar days prior written notice to the Authority.

6. HAZARDOUS WASTE LINE

LESSEE acknowledges that it is aware of the Hazardous Waste Line that is located and extends under or near the Demised Premises. LESSEE and the Authority further acknowledge and agree that the Hazardous Waste Line is the sole responsibility of the Air Force and that neither the Authority nor LESSEE shall be responsible for remediation thereof, nor for any damages of any kind whatsoever suffered by LESSEE or the Authority as a result of any leakage or contamination of the Demised Premises from the Hazardous Waste Line, including, but not limited to, personal injuries, contractual damages, or loss of business or business goodwill. In the event of any significant leakage or contamination of the Demised Premises from the Hazardous Waste Line, LESSEE shall have the option, upon thirty (30) calendar days' prior written notice to the Authority, to terminate this Lease.

C. The Authority and LESSEE further acknowledge that the United States government may be obligated, pursuant to Section 330 of the National Defense Authorization Act of 1993 (as amended), to indemnify the Authority and LESSEE from and against any suits, claims, demands or actions, liabilities, judgments, costs or other fees arising out of any claim for personal injury or property damage resulting from the release or threatened release of any hazardous substance, pollutant or contaminant, or petroleum or petroleum derivative affecting the Demised Premises. In addition, the Authority and LESSEE acknowledge that the United States government may be liable, pursuant to Section 120(h) of CERCLA, for any remedial action found to be necessary on the Demised Premises associated with any release or threatened release of hazardous substances affecting the Demised Premises that may have occurred prior to the date of the Quitclaim Deed.

	TO: San Bernardino International Airport Authority Commission **DATE: August 28, 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

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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

August, 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

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	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 Update; Finalize Annual Audit	SBIAA Commission & Committee, CEO, Director of Aviation, Director of Finance, Exec Staff	December 31, 2024

SBIAA Near-Term Action Plan – Implementation

August, 2024

- 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

Sub-Initiative Status: