

# SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

## REGULAR MEETING AGENDA

WEDNESDAY, SEPTEMBER 25, 2024

5:00 PM

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



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

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

*Mayor, City of Colton*

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

*Mayor, City of Highland*

### **Rhodes Rigsby, Secretary**

*Councilmember, City of Loma Linda*

### **COMMISSION MEMBERS:**

#### **Dawn Rowe**

*Supervisor, County of San Bernardino*

#### **Helen Tran**

*Mayor, City of San Bernardino*

#### **Theodore Sanchez**

*Councilmember, City of San Bernardino*

### **ALTERNATE COMMISSION MEMBERS:**

#### **Phillip Dupper**

*Mayor, City of Loma Linda*

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

*Supervisor, County of San Bernardino*

#### **Larry McCallon**

*Mayor Pro Tem, City of Highland*

#### **Fred Shorett**

*Mayor Pro Tem, City of San Bernardino*

#### **John Echevarria**

*Mayor Pro Tem, City of Colton*

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

**ORDER OF BUSINESS – CLOSED SESSION**

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

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

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

**B. CLOSED SESSION PUBLIC COMMENT**

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

**C. CLOSED SESSION**

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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: 105 North Leland Norton Way, San Bernardino CA 92408  
Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)
- b. 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 SEPTEMBER 25, 2024  
[PRESENTER: Jillian Ubaldo, Clerk of the Board **PAGE#: 005**]

**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#: 020**]
- b. FAA AOA ACCESS ROAD PROJECT  
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 021**]

**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 AUGUST 2024  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 022**]
4. RECEIVE AND FILE TREASURER'S REPORT FOR JULY 31, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)  
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 031**]

5. AUTHORIZE STAFF TO PUBLICLY ADVERTISE AND SOLICIT CONSTRUCTION BIDS FOR THE CANOPIES AND SERVICE PIT PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT  
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 034**]
6. APPROVE MEETING MINUTES: AUGUST 28, 2024  
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 037**]

**I. COMMISSION ACTION ITEMS**

7. CONSIDER AND ADOPT RESOLUTION NO. 2024-04 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE AND 2024 LOCAL AGENCY BIENNIAL NOTICE TO THE COUNTY OF SAN BERNARDINO  
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 044**]
8. APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$664,115.63 FOR ENGINEERING DESIGN SERVICES OF TWO AIRFIELD CONSTRUCTION PROJECTS: RECONSTRUCT PORTION OF TAXIWAY "A" PROJECT; AND SLURRY SEAL & AIRFIELD PAINTING PROJECT  
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 054**]
9. 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#: 107**]

**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, October 23, 2024.

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: September 25, 2024</b></p> <p><b>ITEM NO: 1</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF SEPTEMBER 25, 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-subsidary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

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

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

<b><u>Agenda Item No.</u></b>	<b><u>Contractors/Tenants</u></b>	<b><u>Subcontractors/Subtenants</u></b>
8.	<u>AECOM Technical Services, Inc.</u> Matt Crane, President Matt Ulukaya, Vice President Duke Young, Vice President Andrew Liu, Vice President Allison Hall, Chief Financial Officer/Treasurer Karl Jensen, Chief Executive Officer Armond Tatevossian, Secretary	See attached list.

### **Attachments:**

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438

CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 84308

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

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

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

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

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

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

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

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

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



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

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

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

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



CALIFORNIA CODES  
GOVERNMENT CODE  
SECTION 87103

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

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

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

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

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

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

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

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

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

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

#### 6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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



# COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER

## DECLARATION

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

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

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

LEGAL NAME OF COMPANY: Diaz Consultants, Inc. dba Diaz•Yourman & Associates

ADDRESS: 1616 E. 17th Street, Santa Ana, CA 92705

TELEPHONE: 714-245-2920

FAX: 714-245-2950

### TYPE OF BUSINESS (Check One):

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

### STATE OF INCORPORATION OR FORMATION:

California

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

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

Name	Title
<u>Christopher M. Diaz</u>	<u>President</u>
<u>Cherie D. (Eifler) Smith</u>	<u>Secretary</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

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

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

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

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

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




COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER

DECLARATION

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

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

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

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

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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

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

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

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

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

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

## COMPANY INFORMATION SHEET

**SUBCONTRACTOR/SUBCONSULTANT  
VENDOR/SUPPLIER**

## DECLARATION

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

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

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

LEGAL NAME OF COMPANY: MTGL, Inc.

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

TELEPHONE: (714) 632-2999

FAX: (714) 632-2974

**TYPE OF BUSINESS (Check One):**

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

**STATE OF INCORPORATION OR FORMATION:**

## California

## PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

Name	Title
Michelle Elliott	C.E.O. / Owner

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

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

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

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

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

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

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

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



# COMPANY INFORMATION SHEET

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VENDOR/SUPPLIER

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

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

LEGAL NAME OF COMPANY: Ross T Riddell and Associates

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

TELEPHONE: +1 352 502 1935

FAX: N/A

### TYPE OF BUSINESS (Check One):

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

### STATE OF INCORPORATION OR FORMATION:

Nevada

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

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

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

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



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

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


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

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

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

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

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

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: September 25, 2024</b></p> <p><b>ITEM NO: 2a</b></p> <p><b>PRESENTER: Michael Burrows, Chief Executive Officer</b></p>
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**SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT**

## **SUMMARY**

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

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

## **BACKGROUND INFORMATION**

None.

## **Attachments:**

1. None



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

**DATE: September 25, 2024**

**ITEM NO: 2b**

**PRESENTER: Jeff Barrow, Director of Development**

**SUBJECT: INFORMATIONAL ITEMS – STATUS REPORT ON AOA ACCESS ROAD PROJECT**

## **SUMMARY**

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

PREPARED BY:	Issa Massou
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: September 25, 2024**

**ITEM NO: 3**

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

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

### **SUMMARY**

SBIAA's Register of Demands for August 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 August 2024. The total of the register is \$13,085,216.44.

**Fuel:** Titan Aviation Fuels was paid \$9,980,009.86 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$27,801.33 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 \$57,139.53.

**Utilities:** Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, The Gas Company, Utility Telecom Group LLC, and Verizon were paid a total of \$300,699.06.

**Capital Projects Cost:** AEC Moreno Corp., Certapro Painters of Corona & Temecula, CJMC Holdings LLC., Inland Overhead Door, Matich Corporation, and Skidata were paid a total of \$951,172.90.

**Professional Services:** Allawos & Company; Boston Fox Tigie International LLC; Cole Huber LLP; David Turch and Associates; Hernandez, Kroone & Associates Inc.; HR Dynamics & Performance Management Inc.; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group Tetra Tech AMT; and Tom Dodson & Associates were paid a total of \$164,078.51.

**Attachments:**

1. Register of Demands for the September 25, 2024 Commission Meeting
2. VISA breakdown -August 2024



**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**9/25/2024**

Line	Company Name	Description	AP Register
1	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	2,712.25
2	AAAE Federal Affairs	US Contract Tower Association membership	5,058.00
3	AEC Moreno Corp	Airfield canopies & service pit project design plans	13,360.00
4	Allawos & Company	Consulting fees for Solar Green Energy Services	5,737.50
5	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	3,548.50
6	Amazon Capital Services Inc.	Purchases of supplies and goods	2,174.59
7	American Assoc of Airport Executives	Annual membership dues-employees	5,133.32
8	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	19,430.00
9	Audacy Operations Inc.	Radio advertising for SBD passenger service	44,550.00
10	B&H Photo & Electronics Corp	Electronic cleaning system SBIAA CCTV cameras and replacement display for board meetings and IT purchases	2,947.12
11	Basic Backflow	Backflow testing, inspections & repairs	4,364.25
12	Belico Details LLC	Mobile car washes	2,050.00
13	Board Members	Director fees	1,200.00
14	Boston Fox Tigue International LLC	Marketing services	20,789.18
15	Burrtec Waste Industries Inc.	Trash removal services	7,236.03
16	C & A Janitorial Services	Janitorial services	5,309.00
17	Cal Stripe Inc.	Rubber removal on runway and restriping	33,049.00
18	California Airports Council-CAC	Membership dues-M. Burrows	1,000.00
19	CDW Government LLC	Light bulbs & electrical supplies	4,733.41
20	Certapro Painters of Corona & Temecula Va	Exterior painting-terminal	2,000.00
21	Chelsea Ciaca-Larios	Annual boot reimbursement	80.66
22	Cintas Uniforms	Uniform and rug services	8,801.66
23	City of SB Water Department	Water and sewer services	20,903.28
24	CJMC Holdings LLC	Professional services - project management services	13,800.00
25	Cole Huber LLP	Professional Legal services	21,229.56
26	County of San Bernardino Economic Development	Bronze sponsor including event participation-marketing	5,000.00
27	CSUSB	Radio and advertising	1,500.00
28	Dans Lawnmower Center	Small equipment repairs and landscape supplies	1,793.75
29	David Delgado	Annual boot reimbursement	141.33
30	David Spargo	Travel 08/2024 Minneapolis MN. Perdiem	350.55
31	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
32	DBT Transportation Services LLC	ILS/AWOS tower equipment service	7,376.00
33	Department of Motor Vehicles	Pull notices	6.00
34	Diana Sosa	Travel 07/2024 Charlotte SC. Perdiem and annual boot reimbursement	316.74
35	Eagle Graphics LLC	Eagle account credit, employee gift boxes and special event credit	250.00
36	East Valley Water District	Water services	102.20

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**9/25/2024**

Line	Company Name	Description	AP Register
37	Eaton Corporation	MOD-upgrade environmental monitoring and battery	6,497.43
38	Eduardo Estrada	Annual boot reimbursement	132.95
39	Endless Tree Service Inc.	Tree trimming	6,850.00
40	ESRI	Annual subscription	5,000.00
41	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	215.61
42	Federal Technology Solutions Inc.	Replace single mode fiber runs damaged by concrete contractor	7,343.54
43	FedEx	Courier services	29.37
44	Fence Medic	Black no climb chain link fence	24,891.00
45	Ford Credit Company	Purchase two 2023 Ford police interceptor utility SUV's	1,745.45
46	Frederick James	Annual boot reimbursement	173.99
47	Frontier Communications Corporation	Telephone services	4,586.96
48	GMSTEK LLC	Subscription fee for point of sale system	1,070.94
49	Grainger	Parts and supplies for building repairs	3,825.46
50	Granite Telecommunications	Telephone services	11,127.39
51	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling system	8,666.66
52	Hernandez, Kroone & Associates Inc.	Professional engineering - on call surveying services	17,222.49
53	Highland Area Chamber of Commerce	Bronze sponsor including event participation-marketing	1,600.00
54	HR Dynamics & Performance Management Inc.	Professional HR consulting services-Classification and Comp study	28,514.27
55	Imagine Systems Inc.	Professional consulting services	4,068.56
56	Ingersoll Rand Company Industrial Tech	Cooler and compressor repair last FY	23,535.61
57	Inland Action Inc.	Annual membership dues and Event sponsor retirement party	2,611.50
58	Inland Overhead Door	Roll up doors installation	22,070.00
59	Inland Valley Development Agency	Due to from transactions 01/01-04/30 2024	868,855.64
60	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy services	3,000.00
61	Jose De J. Chagoya	Crown Victoria car paint job-Security	4,788.63
62	Justin Lennox	08/2024 Travel reimbursement Columbus OH. Flight fare and transportation	974.28
63	Juventino Garcia	Travel 09/24 Ontario Ca. PerDiem	320.19
64	Kai Brophy	Annual boot reimbursement	186.86
65	Kaiser Foundation Health Plan, Inc.	Employee medical benefits	56,306.13
66	Keith Kahn	Employee benefit health fair food truck I.E. Gourmet	1,780.14
67	La Verne Power Equipment Inc.	Landscape maintenance supplies and materials	141.40
68	Legal Shield Services Inc.	Employee legal group benefits	833.40
69	Louie Ramos	Travel 09/24 Ontario Ca. PerDiem	316.17
70	Luis Moroyoqui	Annual boot reimbursement	47.76
71	Mackinac Software LLC	Planned monthly service fees for AWOS weather system	178.00

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**9/25/2024**

Line	Company Name	Description	AP Register
72	Marlin Martinez	07/2024 travel baggage reimbursement and Travel 07/2024 Charlotte SC. PerDiem	596.57
73	Matich Corporation	AOA vehicle success road project	858,480.29
74	MC Electric	Solar troubleshooting / repairs	7,000.00
75	Mead & Hunt Inc.	Professional consulting service agreement-providing air services development and airport development	13,447.05
76	Merit Oil Company	Fuel inventory for fleet operations	27,801.33
77	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	10,651.30
78	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k refuelers	56,792.40
79	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	10,224.55
80	Pete's Road Service Inc.	Vehicle repairs and parts	1,636.18
81	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	785.30
82	PlaneNoise Inc.	Noise complaint program	2,603.63
83	Pristine Uniforms	Uniforms-Security	107.74
84	Red Star Fire Protection	Fire alarm monitoring	1,393.25
85	Right Energy Group LLC	Professional agreement for Green Energy Programs	13,694.21
86	Robert Calderon	Travel 09/24 Minneapolis MN. PerDiem	350.55
87	San Bernardino County Fire Protection	Hazardous materials and CUPA permits and fire protections services	195,065.00
88	San Bernardino Paint	Paint green lines on ramp for US Forestry	423.26
89	SITA Information Networking Computing USA, Inc.	Maintenance and support fees	2,383.02
90	SKIDATA Inc.	Installation of parking and revenue system-North Lot equipment and software	41,462.61
91	Southern California Edison	Electric power	247,945.44
92	Staples Contract & Commercial LLC	Office supplies	3,062.41
93	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	7,343.16
94	Tetra Tech AMT	Development and implementation of safety management system	12,324.39
95	The Gas Company	Natural gas service	1,600.46
96	The Pitney Bowes Reserve Account	Postage and related services	470.56
97	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	9,980,009.86
98	Tom Dodson & Associates	Professional services - environmental issues/projects	8,400.00
99	Trilogy Medwaste West LLC	Waste disposal service for international flights	1,514.45
100	UCView Inc.	Access License renewal	2,153.25
101	Uline Inc.	Safety supplies	598.56
102	US Custom & Border Protection	Customs contract and inspection fees	62,547.20
103	US Customs & Border Protection	US Customs IT fees	1,475.39
104	USDA-United States Department of Agriculture	Wildlife Biologist services / hazard management services	26,739.11
105	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,451.68

**San Bernardino International Airport Authority**  
**Register of Demands for Commission Meeting**  
**9/25/2024**

Line	Company Name	Description	AP Register
106	Verizon Wireless	Wireless phone services	2,745.62
107	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	7,266.67
108	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals 06/25/2024 statement paid in August	16,246.15
109	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals 07/25/2024 statement paid in August	53,282.75
110	Western Exterminator Company	Pest control services	628.12
111	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
112	XGraphix LLC	Digital decal "Access Control Active"	158.22
113	Zachary Carlson	Annual boot reimbursement	200.00
	Total		\$ 13,085,216.44

**Visa Breakdown  
August 2024  
SBIAA**

Line	Description	Vendor	Dept.	
1	Satellite TV-Customs	Dish Network	HR	106.71
2	Drug screening new employees	Exam Professionals	HR	50.00
3	Snow Cone truck for Health & Benefit Fair	Desert Freeze Hawaiian	HR	400.00
4	Supplies for Health & Benefit Fair	Party City	HR	70.73
5	Company vehicle registration fees	State of Calif. DMV	HR	77.00
6	Company vehicle registration processing fees	State of Calif. DMV	HR	1.50
7	Supplies-oil absorb pads spill kit refill	Grainger	Fuel Farm	730.71
8	Supplies-Febreze , Lysol , tide pods restock	Lowes	Fuel Farm	201.70
9	Replace broken Ladders	Grainger	Fuel Farm	742.24
10	Oring to rebuild fuel nozzle	Grainger	Fuel Farm	7.66
11	Sandpaper for hand railings-Bldg. 601	Lowe's	Maint.	32.28
12	Registration fee for continuing education seminar	PAPA	Maint.	115.00
13	Solenoids for irrigation valves	Ewing	Maint.	159.99
14	Drain pipe-Bldg. 601	Ewing	Maint.	12.21
15	HVAC compressor repair-Bldg. 673	Supply House	Maint.	6,539.94
16	Plumbing-new ice machine installed	K&L Hardware	Maint.	26.02
17	Plumbing repairs-FBO	Amazon	Maint.	23.65
18	Plumbing repairs-FBO	Amazon	Maint.	57.68
19	Circuit board-IAF	Grainger	Maint.	204.15
20	AC repair-Jet Bridge	Supply House	Maint.	57.50
21	AC repair-Jet Bridge	Amazon	Maint.	34.78
22	Plumbing holding cell restroom	Grainger	Maint.	157.88
23	Bulbs for ramp lights	Consolidated Electrical Distribution (CED)	Maint.	455.99
24	Threshold for the IAF doors	Trudor	Maint.	124.77
25	Drywall repair	Home Depot	Maint.	54.35
26	Vacuum Cleaner-Bldg. 730	Home Depot	Maint.	161.70
27	Drywall repair and paint	Home Depot	Maint.	125.31
28	Plumbing-FBO restrooms	Ferguson	Maint.	92.77
29	Sand paper and respirators	K&L Hardware	Maint.	129.90
30	Sand paper and paint	Home Depot	Maint.	299.18
31	Emergency compressor repair-Bldg. 760	Electrical Distribution Control (EDC)	Maint.	1,082.06
32	Paint for the-IAF	Home Depot	Maint.	84.95
33	Dishwasher hose	K&L Hardware	Maint.	18.31
34	Cabinet repair-FBO	K&L Hardware	Maint.	4.95
35	Door repair-IAF	K&L Hardware	Maint.	18.51
36	Electrical supplies-terminal parking lot	Consolidated Electrical Distribution (CED)	Maint.	364.27
37	Plumbing for holding cell-IAF	K&L Hardware	Maint.	26.92
38	Replacement aluminum signs for airfield-gate signs	Smartsign	OPS	748.34
39	Replacement aluminum signs for airfield-gate signs	Smartsign	OPS	272.39
40	Permit tracking for badging office-subscription	Expirationremind	OPS	864.00
41	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
42	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
43	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
44	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
45	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
46	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
47	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
48	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
49	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
50	911 alert for OPS cell phones	Active911 Inc.	OPS	15.75
51	A16 Radio for ARFF	Aircraft Spruce	OPS	289.74
52	Replacement aluminum signs for airfield-gate signs	Smartsign	OPS	54.64
53	Handwashing Station Rental	National Construction Rental	OPS	110.88
54	Handwashing Station Rental	National Construction Rental	OPS	110.88
55	Payment for DIR Invoice # E2056218SB	Dept. of Industrial Relations	Admin	700.00
56	Payment for DIR Invoice # S2083856SB	Dept. of Industrial Relations	Admin	225.00
57	Credit card processing fee for online invoice E2056218SB payment	Dept. of Industrial Relations	Admin	16.10
58	Credit card processing fee for online invoice S2083856SB payment	Dept. of Industrial Relations	Admin	5.18
59	Safeguard checks for Finance Dept.	Safeguard Checks	Admin	739.54



**Visa Breakdown  
August 2024  
SBIAA**

Line	Description	Vendor	Dept.	
60	Late fee on previously (late) paid invoice	Left Coast Scales	Admin	16.27
61	Seat selection fee for D. Sosa that was later cancelled and credited	American Airlines	Admin	58.45
62	Original (cancelled and credited) flight reservation for D. Sosa that later was cancelled and re-booked	American Airlines	Admin	883.95
63	Credit card payment for invoice S2083840SB	Dept. of Industrial Relations	Admin	225.00
64	Credit card processing fee for online payment for invoice S2083840SB	Dept. of Industrial Relations	Admin	5.18
65	Past Due Invoice payment	Protection One (ADT)	Maint.	1,110.00
66	Supplies-electrical Tape	Consolidated Electrical Distribution (CED)	Maint.	27.30
67	Supplies lugs & Cable Cutter	Consolidated Electrical Distribution (CED)	Maint.	314.54
68	Annual emissions report for the airport	SCAQMD	Maint.	169.90
69	Annual emissions report for the airport processing fee	SCAQMD	Maint.	3.77
70	Hospitality for GA Tenant Meeting	Stater Bros.	Maint.	57.61
71	Hospitality for GA Tenant Meeting	Costco	Maint.	189.12
72	Hospitality for GA Tenant Meeting	Stater Bros.	Maint.	33.14
73	SWAAAE Membership Renewal	SWAAAE	OPS	95.00
74	I-Comm aircraft radios -installed new security units	My Pilot Store	Security	1,998.00
75	Movie Streaming for the theatre- FBO	NetFlix	FBO	22.99
76	Fuel For Crew Car-FBO	Chevron	FBO	81.50
77	Registration for CSR Training	NATA	FBO	675.00
78	Cable for theatre-FBO	Dish	FBO	149.85
79	Supplies for hospitality Bar-FBO	Sams Club	FBO	332.65
80	Dry Cleaning for N236KR	Family Dry Cleaners	FBO	140.25
81	Supplies for Promo Hot Dog Day-FBO	Smart and Final	FBO	108.91
82	Fuel For Crew Car-FBO	Chevron	FBO	58.86
83	CO2 for hospitality drinking fountain-FBO	Airgas West	FBO	222.08
84	Supplies for hospitality Bar-FBO	Sams Club	FBO	471.56
85	Agricultural Weights and Measures	SB County	FBO	940.52
86	For May the 4th Promo (Last FY)-FBO	Chief Daves Café	FBO	1,419.00
87	Hospitality - Breakfast for team setting up early at health fair	Redlands Burger	Admin	63.68
88	On-line training courses for staff	Training LLC	Admin	1,999.00
89	Lunch Maintenance team meeting	Jersey Mikes	Maint.	351.80
90	Lunch Maintenance team meeting	Costco	Maint.	13.99
91	Fitting Bldg.602	Ferguson	Maint.	25.18
92	Irrigation supplies	Ewing Irrigation	Maint.	17.85
93	Plumbing supplies Bldg. 602	Ferguson	Maint.	466.63
94	Navaid windsocks	Airport Windsock	Maint.	860.60
95	Shipping refund	Airport Windsock	Maint.	(20.00)
96	Jet Bridge water cabinet filters	Home Depot	Maint.	454.19
97	Drinking fountain filters	Elkay Sales	Maint.	280.58
98	Bottled water	Lowes	Maint.	910.00
99	Ice Maker-maintenance	Lowes	Maint.	930.78
100	Electrolyte freeze pops	Grainger	Maint.	346.10
101	Lighting supplies	Flight Light	Maint.	758.88
102	Potable water cart filters	Home Depot	Maint.	11.86
103	Threshold lamps	Blueglobes	Maint.	579.46
104	Guidance lamps	Standard Signs	Maint.	281.06
105	Guidance lamps	Flight Light	Maint.	33.77
106	Wire-Bldg.730	Walters	Maint.	105.19
107	Fan Bldg.730	Lowes	Maint.	54.31
108	Sage Calcard training-lunch	Taqueria	Maint.	53.44
109	Compression unit-Bldg.730	K&L Hardware	Maint.	20.41
110	Supplies tape and angle brushes-Bldg. 601	K&L Hardware	Maint.	59.39
111	Painters tape and gloves	K&L Hardware	Maint.	24.97
112	Supplies-Windex	K&L Hardware	Maint.	14.00
113	Fan Managers office	Lowes	Maint.	54.31
114	Supplies	K&L Hardware	Maint.	9.86
115	Domain name renewal	Godaddy.com	IT	214.80
116	Parking revenue transaction CC Processing	Windcave	IT	295.00
117	Cloud server agencies website usage changes	Digital Ocean	IT	68.02
118	Website management software license	Cpanel	IT	42.99

**Visa Breakdown  
August 2024  
SBIAA**

Line	Description	Vendor	Dept.	
119	TV content for Concourse	Sling	IT	60.34
120	Online storage	Apple.com	IT	0.99
121	Monthly 365 subscription	Microsoft	IT	220.00
122	Monthly 365 subscription	Microsoft	IT	606.00
123	Monthly 365 subscription	Microsoft	IT	762.50
124	Website management software license	CPanel	IT	36.06
125	CBP phone line past due payment	Frontier	IT	725.62
126	Hosted IT collaboration software	Slack	IT	43.75
127	Terminal background music	Soundtrack Your Brand	IT	54.00
128	Training-CSR workshop	WWW.NATA.Aero	FBO	675.00
129	Decor-pictures for the upstairs conference room	SP Elephant Stock	FBO	482.51
130	Supplies-FBO	Smart and Final	FBO	86.40
131	Hospitality bar supplies	Smart and Final	FBO	433.32
132	Hospitality bar supplies	Sams Club	FBO	931.80
133	Fuel Crew car	Chevron	FBO	27.16
134	Fuel Crew car	Chevron	FBO	66.03
135	Hospitality catering for N175BC	Above the Best	FBO	428.82
136	Fuel Crew car	Chevron	FBO	80.49
137	Fuel Crew car	Fast 5 San Bernardino	FBO	8.00
138	Fuel Crew car	Fast 5 San Bernardino	FBO	16.00
139	Glass award for US EDA Rep Retirement	Fracture	Mktg.	104.13
140	Stock imagery subscription	Adobe	Mktg.	49.99
141	Glass award for US EDA Rep Retirement-reprint	Fracture	Mktg.	73.68
142	Coolant hose-fuel truck 5573 5K	Westrux Int'l	Fleet	116.03
143	Door latch cable-fuel truck 4242	Westrux Int'l	Fleet	49.78
144	ECU replacement-fuel truck 09-06	Westrux Int'l	Fleet	6,448.91
145	Hydro hose forklift OI Yeller	Bernell Hydraulics	Fleet	283.28
146	Air compressor #2	Electrical Distribution Control (EDC)	Fleet	43.50
147	Pressure washer wand couplers	Bernell Hydraulics	Fleet	42.20
148	Travel workshop in Charlotte, NC. D. Sosa-airfare	American Airlines	Admin	883.95
149	Travel seat selection fee for D. Sosa-airfare	American Airlines	Admin	58.45
150	Travel seat selection fee for M. Martinez-airfare	American Airlines	Admin	82.11
151	Travel workshop in Charlotte, NC. M. Martinez-airfare	American Airlines	Admin	883.95
152	Travel workshop in Charlotte, NC. D. Sosa-lodging	AC Hotel Charlotte	Admin	856.32
153	Travel workshop in Charlotte, NC. M. Martinez-lodging	AC Hotel Charlotte	Admin	856.32
154	Travel reservation cancelled for D. Sosa - seat selection fee credit	American Airlines	Admin	(58.45)
155	Travel reservation cancelled for D. Sosa - airfare	American Airlines	Admin	(883.95)
156	Travel D. Sosa Late check out fee-had to stay longer due to airing system shutdown -lodging	AC Hotel Charlotte	Admin	116.39
157	Travel meal that Diana purchased at hotel, had to stay longer due to airline system shutdown - use contingency	AC Hotel Charlotte	Admin	20.57
158	Travel M. Martinez Late check out fee-had to stay longer due to airing system shutdown -lodging	AC Hotel Charlotte	Admin	116.39
159	Travel M. Martinez had to stay longer due to airing system shutdown-meals	AC Hotel Charlotte	Admin	20.57
160	Travel for R. Calderon AAAE Conference in Minneapolis, MN.-airfare	Delta Airlines	Admin	516.94
161	Travel for D. Spargo AAAE Conference in Minneapolis, MN.-airfare	Delta Airlines	Admin	516.94
				53,282.75
	VISA Statement Balance			53,282.75
	Date Prepared: 08/15/2024 (paid in August)			



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

**DATE: September 25, 2024**

**ITEM NO: 4**

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

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

**SUMMARY**

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

**RECOMMENDED ACTION(S)**

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

**FISCAL IMPACT**

None.

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

**BACKGROUND INFORMATION**

Attached is the Treasurer's Report for July 31, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$10,457,404.18 on July 31, 2024. Bank statements reflect \$10,805,775.65. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items July 30, 2024.

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

**Attachments:**

1. Treasurer's Report for July 31, 2024


**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**


**Treasurer Report**

**July 31, 2024**

<u>Cash</u>	Balance 06/30/24	Activities	Balance 07/31/24
<i>Checking Account - Wells Fargo Bank</i>	\$ 7,655,781.85	\$ (881,431.48)	\$ 6,774,350.37
Deposits In Transit:			
Beginning	-	-	-
Ending	51,161.93	(51,161.93)	-
		200,419.36	200,419.36
Outstanding Checks:			
Beginning	(41,490.44)	41,490.44	-
Ending		(548,790.83)	(548,790.83)
<i>Premium Money Market Account - Wells Fargo Bank</i>	2,232,506.05	-	2,232,506.05
Deposits In Transit:			
Beginning			
Ending			
<i>Payroll Account - Wells Fargo Bank</i>	4,927.38	(23.47)	4,903.91
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	-	-
Subtotal	9,902,886.77	(1,239,497.91)	8,663,388.86
<u>Investments</u>			
<i>Local Agency Investment Funds</i>	337,148.90	-	337,148.90
Deposits In Transit:			
Beginning			
Ending			
Subtotal	337,148.90	-	337,148.90
<u>Investments Held With Fiscal Agent</u>			
Debt Service Fund-US Bank-2021A series	681,874.65	2,998.14	684,872.79
Reserve Fund- US Bank 2021A series	520,977.76	2,106.06	523,083.82
Debt Service Fund-US Bank-2021B series	181,992.39	757.72	182,750.11
Reserve Fund -US Bank-2021B series	65,893.32	266.38	66,159.70
Subtotal	1,450,738.12	6,128.30	1,456,866.42
Total Cash and Investments:	\$ 11,690,773.79	(1,233,369.61)	\$ 10,457,404.18

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

 for Mark Cousineau  
 Mark Cousineau, Treasurer

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: September 25, 2024</b></p> <p><b>ITEM NO: 5</b></p> <p><b>PRESENTER: Jeff Barrow, Director of Development</b></p>
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**SUBJECT: AUTHORIZE STAFF TO PUBLICLY ADVERTISE AND SOLICIT CONSTRUCTION BIDS FOR THE CANOPIES AND SERVICE PIT PROJECT AT THE SAN BERNARDINO INTERNATIONAL AIRPORT**

### **SUMMARY**

Approval of this item would authorize Staff to publicly advertise and solicit construction bids for the Canopies and Service Pit Project at the San Bernardino International Airport. Staff will bring the resulting construction bids to the SBIAA Commission for consideration and approval at a later date.

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

Authorize Staff to publicly advertise and solicit construction bids for the Canopies and Service Pit Project in accordance with San Bernardino International Airport Authority purchasing policies and procedures.

### **FISCAL IMPACT**

None at this time. This item is for authorization to publicly advertise and solicit construction bids for the Canopies and Service Pit Project only.

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

**BACKGROUND INFORMATION**

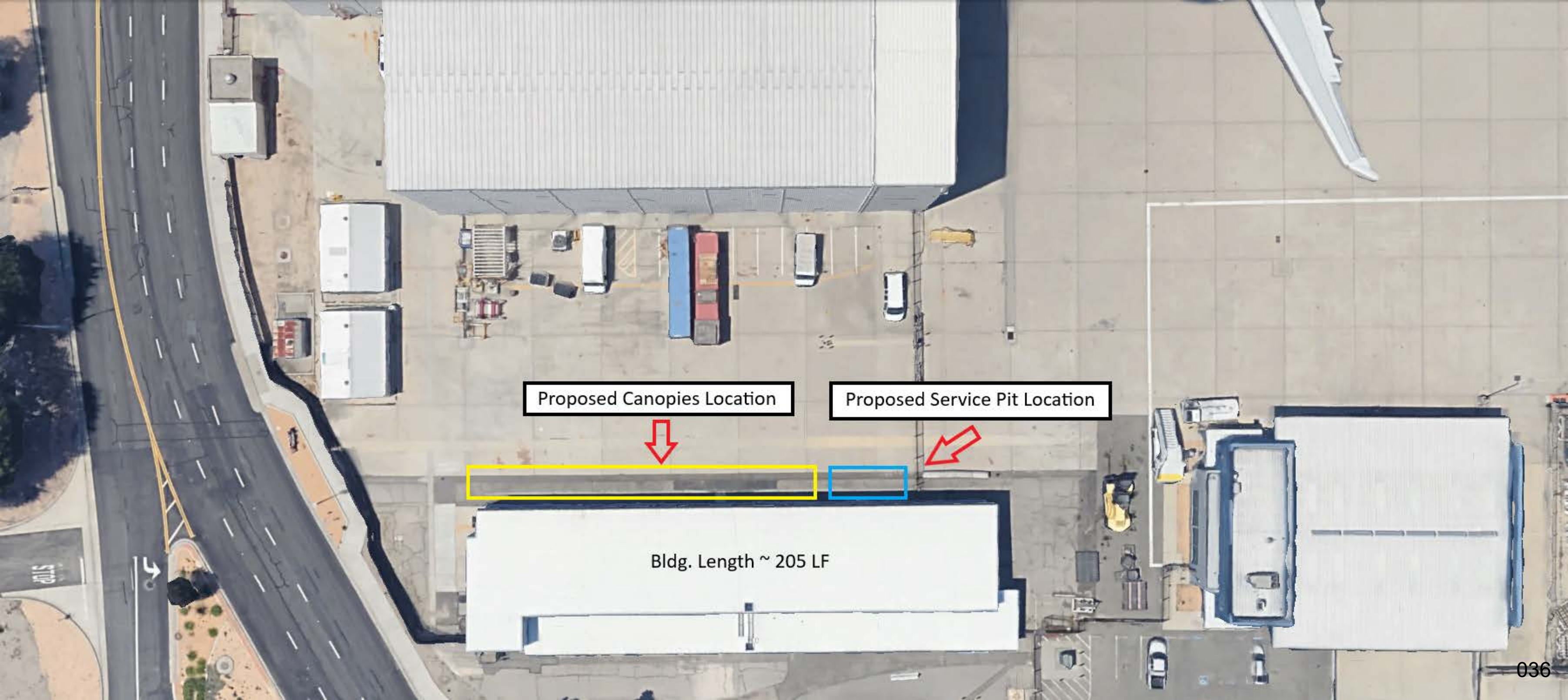
Project plans and specifications for this project have been prepared for this project to be publicly advertised to solicit bids for the construction of high-canopy covers, and Ground Service Equipment (GSE) service pit on the airfield in order to extend the useful life of Luxivair SBD (FBO) GSE. The FBO GSE is used to service customers throughout the San Bernardino International Airport and is currently parked on the aircraft ramp near the FBO. Shade provided by the canopies would help protect GSE from damaging sun and inclement weather in order to extend the useful life (and appearance) of the equipment and its components, such as: hydraulic systems, seals, wiring, hoses, rubber, paint, and interior. The service pit would provide an efficient means to service large, heavy GSE that are unable to drive off the airfield for servicing. The location of the project would also provide a long term GSE parking solution to help ease the growing constraints of the FBO ramp.

Upon receipt of the bids and review, Staff will bring the results back to the Commission for further review and consideration. Staff recommends the Commission approve the above recommended action.

**Attachments:**

1. Map - Airfield






Proposed Canopies Location

Proposed Service Pit Location

Bldg. Length ~ 205 LF

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: September 25, 2024</b></p> <p><b>ITEM NO: 6</b></p> <p><b>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</b></p>
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**SUBJECT: APPROVE MEETING MINUTES: AUGUST 28, 2024**

**SUMMARY**

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, August 28, 2024.

**RECOMMENDED ACTION(S)**

Approve meeting minutes of the regular meeting held August 28, 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. August 28, 2024 meeting minutes.

**SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**  
**REGULAR MEETING COMMISSION ACTIONS**  
**WEDNESDAY, AUGUST 28, 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)	Present (In audience)

**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
Councilmember Theodore Sanchez	Present (Arrived at 5:04 p.m.)
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
Catherine Pritchett, Director of Administration	Mark Gibbs, Director of Aviation
Mark Cousineau, Director of Finance (via Zoom)	Wendy McConaughy, FBO Manager
Jeff Barrow, Director of Development	Darrell Hale, Property Manager
Jonathan Galvan, Airport Manager	Jillian Ubaldo, Assistant Secretary of the Commission

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:03 p.m. on Wednesday, August 28, 2024.

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

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Councilmember Theodore Sanchez in the Pledge of Allegiance.

**B. CLOSED SESSION PUBLIC COMMENT**

There was no closed session public comment.

**C. CLOSED SESSION**

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

- a. 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**

President Frank Navarro reconvened the meeting at 5:31 p.m. President Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, if there were any reportable items. Mr. Huber reported that there were none.

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

There were no items to be added or deleted.

**F. CONFLICT OF INTEREST DISCLOSURE**

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

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

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

2. Informational Items
  - a. Chief Executive Officer's Report
  - b. FAA Annual Inspection
  - c. Electric Ground Support Equipment
- 2a. Mr. Michael Burrows, Chief Executive Officer, introduced Mr. Mark Cousineau, Director of Finance.
- 2b. Mr. Jon Galvan, Airport Manager, provided an update on the annual inspection conducted by the FAA and the regulations that must be followed by the San Bernardino International Airport.
- 2c. Ms. Wendy McConaughy, FBO Manager, provided an update on the Electric Ground Support Equipment (TUG), sharing that staff has named the TUG "Mo-Mo".

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 July 2024
4. Receive and file Treasurer's Report for June 30, 2024, for the San Bernardino International Airport Authority (SBIAA)
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
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
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
8. Approve Meeting Minutes: July 24, 2024

**ACTION:** Approve Agenda Item Nos. 3–8

RESULT: **ADOPTED [UNANIMOUSLY]**  
MOTION/SECOND: Rowe / Tran  
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.

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

Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, provided an overview of the report, and requested the Commission to discuss the adoption of Resolution No. 2024-03 of the San Bernardino International Airport Authority changing the time of the regular meetings of the SBIAA Commission and amending Resolution No. 2023-04.

Councilmember Sanchez made a motion to table the item, seconded by Councilmember Rigsby.

**ACTION:** Table the discussion and adoption of 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.

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

10. Approve Contract Amendment No. 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

Mr. Jon Galvan, Airport Manager, informed the Commission that SBIAA currently has a contract with C&A Janitorial, LLC and it has been amended to accommodate the increased need of services at various facilities. A third amendment is requested to continue services.

**ACTION:** Approve contract amendment No. 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.



August 28, 2024

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

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

Ms. Wendy McConaughy, FBO Manager, provided an overview of fuel usage, and informed the Commission that Nuckles Oil Company is the lowest cost service provider for red-dye diesel and gasoline.

**ACTION:** Approve Nuckles Oil Company, Inc. dba Merit Oil Company as the service provider of gasoline and red-dye diesel during FY 2024-2025 in an amount not to exceed \$310,000; and authorize the Chief Executive Officer to execute all related documents

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

12. Approve a Lease Agreement with Aloft Aviation Services, LLC for Hangar 333

Mr. Darrell Hale, Property Manager, provided an overview of the proposed lease agreement with Aloft Aviation Services, LLC for the use of Hanger No. 333.

**ACTION:** Approve a lease agreement with Aloft Services, LLC for Hangar No. 333; and authorize the Chief Executive Officer to execute all related documents, subject to technical and conforming changed as approved by legal counsel

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

13. Approve a lease agreement with World Wide Wings, LLC for Building No. 339

Mr. Darrell Hale, Property Manager, provided an overview of the proposed lease agreement with World Wide Wings, LLC for the use of Building No. 339.

**ACTION:** Approve a lease agreement with World Wide Wings, LLC 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

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

14. 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 “August, 2024 – Airport Focal Areas” (as contained on pages 341-343 in the agenda packet).

Mr. Burrows informed the commission members and the community that the AOA Access Road is anticipated to be completed early.

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 29<sup>th</sup>, 2024.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:51 p.m.

**Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, September 25, 2024.**

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Jillian Ubaldo  
Assistant Secretary of the Commission



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

**DATE: September 25, 2024**

**ITEM NO: 7**

**PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

**SUBJECT: CONSIDER AND ADOPT RESOLUTION NO. 2024-04 OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE AND 2024 LOCAL AGENCY BIENNIAL NOTICE TO THE COUNTY OF SAN BERNARDINO**

### **SUMMARY**

The Political Reform Act requires every local government agency to review its Conflict of Interest Code (COIC) on a biennial basis. The San Bernardino International Airport Authority COIC was last reviewed in 2022, and it was determined that an amendment to the COIC was necessary. Since that time, new positions have been added. Accordingly, the COIC should be amended to accurately reflect the existing positions.

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

Consider and adopt Resolution No. 2024-04 of the San Bernardino International Airport Authority (SBIAA) amending its Conflict of Interest Code; and authorizing submission of the amended Conflict of Interest Code and 2024 Local Agency Biennial Notice to the County of San Bernardino.

### **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 Political Reform Act requires every local government agency to review its Conflict of Interest Code ("COIC") biennially to determine if it is accurate or, alternatively, that the COIC must be amended. During the review, staff has determined that new positions have been added. Accordingly, the Code should be amended to accurately reflect the existing positions.

Once the amended COIC is adopted, notice of the amendment and a copy of the amendment will be submitted to the COIC reviewing body (County of San Bernardino Board of Supervisors) for approval. Exhibit "A" of the attached Resolution No. 2024-04 reflects the changes made to the COIC. These changes accurately designate all positions as required by the Political Reform Act.

Staff recommends that the SBIAA Commission approve the above recommended action and authorize the Chief Executive Officer to execute all related documents.

**Attachments:**

1. SBIAA Resolution No. 2024-04 and attachments

**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY AMENDING ITS CONFLICT OF INTEREST CODE AND AUTHORIZING SUBMISSION OF THE AMENDED CONFLICT OF INTEREST CODE TO THE COUNTY OF SAN BERNARDINO**

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 that certain Joint Exercise of Powers Agreement Creating An Agency To Be Known As The San Bernardino International Airport Authority, dated as of May 20, 1992, by and among the County of San Bernardino, the City of Colton, the City of Highland, the City of Loma Linda, the City of Redlands and the City of San Bernardino, as amended; and

WHEREAS, the SBIAA is a public entity subject to the conflict of interest provisions of Government Code Sections 87300, et seq.; and

WHEREAS, due to the addition of employment positions and revised titles of existing positions within the SBIAA that must be designated pursuant to Government Code Section 87302(a), and/or relevant changes in the duties assigned to existing employment positions within the SBIAA, it is appropriate for the SBIAA to take action to amend the SBIAA Conflict of Interest Code.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY 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 SBIAA hereby acknowledges receipt of the following documents: (i) 2024 Local Agency Biennial Notice of the Chief Executive Officer regarding amendment of the SBIAA Conflict of Interest Code; and (ii) the proposed amendment to the SBIAA Conflict of Interest Code, both of which are attached hereto as **Exhibit “A.”**

Section 3. On September 25, 2024, the SBIAA considered the proposed amendment to the SBIAA Conflict of Interest Code at a public meeting.

Section 4. The SBIAA hereby finds and determines that due to addition of employment positions within the SBIAA that must be designated pursuant to Government Code Section 87302(a), and/or relevant changes in the duties assigned to existing employment positions within the SBIAA, it is appropriate and desirable to amend the SBIAA Conflict of Interest Code.

Section 5. The SBIAA hereby amends its Conflict of Interest Code, in the form as presented at the meeting at which this Resolution was adopted. The Assistant Secretary of the Commission is hereby authorized and directed, in consultation with legal counsel to the SBIAA, to take all appropriate action on behalf of the SBIAA to obtain the approval of the County of San Bernardino, as the code reviewing body, of the amendment to the SBIAA Conflict of Interest Code effected by the adoption of this Resolution.

Section 6. This Resolution shall become effective immediately upon its adoption.

**[SIGNATURES ON FOLLOWING PAGE]**



PASSED, APPROVED, AND ADOPTED this 25<sup>th</sup> day of September, 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. 2024-04 was duly and regularly passed and adopted by the SBIAA governing body at a Regular Commission Meeting thereof, held on the 25<sup>th</sup> day of September, 2024, and 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

**EXHIBIT "A"**

1. 2024 Local Agency Biennial Notice
2. Appendix "A" (noting proposed amendments)
3. Appendix "B" (noting proposed amendments)

## 2024 Local Agency Biennial Notice

Name of Agency: San Bernardino International Airport Authority  
Mailing Address: 1601 E. Third Street, San Bernardino CA 92408  
Contact Person: Jillian Ubaldo Phone No. (909) 382-4100 ext. 122  
Email: jubaldo@sbdairport.com Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) \_\_\_\_\_

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

---

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

Clerk of the Board of Supervisors  
385 N. Arrowhead Ave., 2nd Floor  
San Bernardino, CA 92415

**PLEASE DO NOT RETURN THIS FORM TO THE FPCC.**

SBIAA  
APPENDIX "A"

	<u>CATEGORY</u> <sup>†</sup>	<u>CATEGORY NO.</u>
1.	Commission Members	1
2.	Chief Executive Officer	2
3.	Consultants*	2
4.	Director of Aviation	2
5.	Airport Manager	2
6.	IT Manager	2
7.	Marketing Manager	2
8.	FBO Manager	2
9.	Assistant FBO Manager	2
10.	Security Manager	2
11.	Airport Operations Manager	2
12.	Maintenance Manager	2
13.	Purchasing Manager	2
14.	Director of Development	2
15.	Director of Administration	2
16.	Director of Finance	2
17.	Deputy Director of Finance	2
18.	Office Manager	2
19.	Assistant Secretary of the Commission	2
20.	Deputy Clerk of the Board	2
21.	Airport Security Coordinator	2
<u>22.</u>	<u>Airport Terminal Manager</u>	<u>2</u>
<u>23.</u>	<u>HR Manager</u>	<u>2</u>

† The Chief Executive Officer of the San Bernardino International Airport Authority may add, delete or revise San Bernardino International Airport Authority employee positions by title, as designated reporting positions under this conflict of interest code, by giving written notice of any such addition or deletion to the Assistant Secretary of the San Bernardino International Airport Authority Commission and subject to approval by the Commission of the San Bernardino International Airport Authority within ninety (90) calendar days of the receipt of such notice by the Assistant Secretary.

\* The Chief Executive Officer of the San Bernardino International Airport Authority may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and, thus, is not required to fully comply with the disclosure requirements described in this conflict of interest code. Such a written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of the consultant's disclosure requirements. The Chief Executive Officer's determination shall be a public record, maintained by the Assistant Secretary of the Commission, and shall be retained for public inspection in the same manner and location as this conflict of interest code.

SBIAA  
APPENDIX "B"

Category 1

Persons in this category shall disclose those investments, interests in real property and income that are located or generated within an area which extends for two (2) miles from the boundaries of the airport facility situation on Norton Air Force Base. Persons in this category are already required to disclose investments, income, and interests in real property pursuant to Government Code Section 87202 as filed with each city member or the County. To the extent that any statement of financial interest on file with another public agency complies with the disclosure requirements of this Code, a duplicate copy of such statement shall be filed. In instances where the requirements of this Code impose greater disclosure requirements than required by a public agency where persons in this category have filed a statement of financial interest, such persons shall file either an original statement of financial interest or an expanded duplicate statement of financial interest.

Category 2

Persons in this category shall disclose those investments, interests in real property and income that are located or generated within an area which extends for two (2) miles from the boundaries of the airport facility situation on Norton Air Force Base.





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

**DATE: September 25, 2024**

**ITEM NO: 8**

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

**SUBJECT: APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$664,115.63 FOR ENGINEERING DESIGN SERVICES OF TWO AIRFIELD CONSTRUCTION PROJECTS: RECONSTRUCT PORTION OF TAXIWAY "A" PROJECT; AND SLURRY SEAL & AIRFIELD PAINTING PROJECT**

### **SUMMARY**

Approval of this item would award a professional services agreement to AECOM Technical Services Inc. (AECOM) for engineering design services necessary to develop bid ready plans and specifications in accordance with Federal Aviation Administration (FAA) requirements for two airfield development projects at the San Bernardino International Airport: Reconstruct Portion of Taxiway "A" Project, and Slurry Seal & Airfield Painting Project.

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

Approve the award of a professional services agreement with AECOM Technical Services, Inc. for engineering design services for two airfield development projects: "Reconstruct Portion of Taxiway "A" Project," and "Slurry Seal & Airfield Painting Project" in a total combined amount not to exceed \$664,115.63; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

### **FISCAL IMPACT**

Funding for this professional services agreement would be reimbursed by the Federal Aviation Administration (FAA) through the Airport Improvement Program (AIP) for 90% of the project cost, and the remaining 10% funded by San Bernardino International Airport Authority (SBIAA) through the Capital Projects Fund.

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

## **BACKGROUND INFORMATION**

On February 28, 2024, the SBIAA Commission approved Staff to solicit statements of qualifications (SOQs) from qualified firms to provide engineering services for airfield development projects over a five year period. The bid notice for this solicitation was advertised in newspapers of general circulation that included: San Bernardino County Sun, Riverside Press Enterprise, the El Chicano, and the Black Voice on multiple dates for each newspaper. The bid notice was posted to the agency website and sent to six (6) specialized airport engineering design firms familiar with Federal Aviation Administration (FAA) requirements, and known to provide the requested services. From this solicitation, two (2) proposal were received by the Assistant Secretary of the Commission on July 18, 2024.

In accordance with Federal Aviation Administration (FAA) procurement requirements for AIP funded projects, the SOQ's received were reviewed and competitively rated by a selection committee that included SBIAA's: Director of Aviation, Director of Development, Airport Manager, Project Manager, and Project Coordinator. Following the selection committees' determination of AECOM as the highest rated firm, a scope of services was requested and negotiated.

As required by the FAA for professional service procurements, an Independent Fee Estimate (IFE) was performed by a separate third-party neutral firm familiar with this type of work to analyze the project scopes and fee amount. The resulting IFE was used to negotiate AECOM's fee for services, and resulted in an amount consistent with the IFE's determination of an appropriate fee and scope of services to complete these two airfield development projects.

As the highest rated firm from the SOQ solicitation, AECOM will provide professional engineering services for the airfield development projects included in the SOQ over the next five years in accordance with FAA professional services procurement procedures. The "Reconstruct Portion of Taxiway "A" Project," and "Slurry Seal & Airfield Painting Project" are the first two airfield development projects from those listed in the SOQ. Future airfield development projects will each undergo the IFE process to ensure fair and reasonable project scopes and fee for services in accordance with FAA professional services procurement requirements.

Staff recommends the Commission approve the above actions.

### **Attachments:**

1. Form of Professional Services Agreement

# **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **Reconstruct Portion of Taxiway A & Slurry Seal and Airfield Painting**

This AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement” or “Contract”) is made and entered into as of \_\_\_\_\_, 2024 by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (“SBIAA”), a joint powers authority created pursuant to Government Code Sections 6500, et seq., and AECOM Technical Services, Inc. (the “Consultant”). SBIAA and the Consultant are jointly the “Parties,” and each entity is separately a “Party,” to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree, as follows:

1. **SUPERVISION OF CONSULTANT.** The SBIAA staff personnel identified in Exhibit “B,” shall be responsible for the supervision of any work to be performed by the Consultant or by any other consultants, subcontractors, or sub consultants retained by the Consultant to perform work for the SBIAA under this Agreement. The work to be performed by the Consultant is set forth in the Scope of Services attached to this Agreement as Exhibit “A” and incorporated herein by this reference. SBIAA reserves the right to approve or disapprove the Consultant’s selection of any or all: employees; agents; contractors, subcontractors; and sub consultants to be used by the Consultant in the fulfillment of Scope of Services, during the term of this Agreement. The Consultant shall not undertake any work under the terms of this Agreement, unless authorized to do so by one of the SBIAA staff personnel identified in Exhibit “B.” SBIAA staff personnel that are not identified in Exhibit “B” are not authorized to request services from the Consultant.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate on December 31, 2025 or upon the completion of the work described in the Scope of Services, whichever occurs first, unless earlier terminated, as provided in this Agreement.

3. **SCOPE OF CONSULTANT SERVICES.** The SBIAA retains the Consultant to provide the professional services, or work, set forth in the Scope of Services. The Consultant agrees to perform the work set forth in the Scope of Services attached to this agreement as Exhibit “A” and incorporated into this Agreement by this reference. Consultant also agrees to adhere to the schedule depicted in Exhibit “A” and incorporated into this Agreement by reference. Additionally, the Consultant shall ensure that its primary contact person, or designee for its performance of such work, shall be available to the SBIAA staff via electronic communication

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(such as email, pager, cell phone, or telephone) on a 24-hour per day basis during the Term of this Agreement.

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant for the performance of the work as described in the “Scope of Services and Fees”, Exhibit “A”, in an amount not-to-exceed \$664,115.63 as detailed in Exhibit A.

B. The compensation designated in Section 4.A shall be the “Total Fee” for the performance of the work and the delivery of the final work product materials, as set forth in the “Scope of Services”. The Total Fee shall include, but not be limited to, the salaries of all subcontractors retained by the Consultant to perform work pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to completion of these tasks as set forth in the “Scope of Services”.

C. The Consultant shall invoice the SBIAA for work performed by the Consultant, as set forth in the “Scope of Services”, Exhibit “A”, each calendar month on a percentage completed basis during the term of the project. SBIAA shall pay all undisputed portions of Consultant’s invoices within thirty (30) days of receipt.

D. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants or subcontractors utilized by the Consultant, during the time period covered by the invoice, a detailed description of the professional services rendered by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third-party invoices for other direct costs incurred by the Consultant during such time period and payment releases from subcontractors retained by Consultant for all such work performed by subcontractors thirty (30) days preceding the date of the invoice.

E. Other services which the SBIAA may in its discretion request the Consultant to perform in writing which are not covered within the Scope of Services shall be paid for by the SBIAA at the applicable hourly rate schedule and cost and expense schedules for such work as set forth in Exhibit “A”.

F. The Consultant shall submit invoices for processing and payment by the SBIAA under this Agreement to:

San Bernardino International Airport Authority  
Attention: Director of Development  
1601 East Third Street, Suite 100  
San Bernardino, California 92408

5. NOTICE TO PROCEED. Upon execution of this Agreement, at the sole discretion of the SBIAA, the SBIAA will issue a written Notice to Proceed to the Consultant as a formal means to engage the Consultant to perform the specific work required accomplish the “Scope of Services” described in Section 3. Consultant shall not commence the performance of any work described above until provided a written Notice to Proceed from the SBIAA authorizing said work.

6. RECORDS RETENTION. All records, maps, photographs, field notes, data, information, specifications, computations, certified payroll records, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the “Scope of Services”, supporting documents, and all other records pertaining to the use of funds paid to the Consultant under this Agreement shall be retained by the Consultant at the San Bernardino International Airport during the performance of the “Scope of Services”. Upon the completion of the “Scope of Services”, the Consultant shall surrender all said documents to the SBIAA.

7. INDEMNIFICATION AND DEFENSE.

A. Consultant shall defend, indemnify and hold harmless the SBIAA, its members, officers, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, to the extent arising from the willful or negligent acts or omissions of the Consultant, its officers, employees, subcontractors, subconsultants and agents, in the performance of work under the Scope of Services. This indemnification obligation of Consultant shall not apply to the extent that any such action, suit, proceeding, claim, demand, loss, cost, or expense is determined by a court of competent jurisdiction to be caused by the willful conduct or negligence of the SBIAA, its officers or employees.

B. Consultant shall also defend the SBIAA, its members, officers, employees, representatives, attorneys and agents from and against any and all actions, suits, appeals, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney fees, arising from the performance of the Consultant under this Agreement, including but not limited to acts or omissions normally covered by comprehensive, general or automobile liability insurance.

C. The indemnification provided by the Consultant may not be construed or interpreted as in any way restricting, limiting, or modifying Consultant’s insurance obligations or other obligations under this Agreement and is independent of the such insurance obligations and other obligations. Compliance by the Consultant with the insurance requirements and other obligations under this Agreement shall not in any way restrict, limit, or modify its indemnification obligations under this Agreement.

D. SBIAA shall be entitled to recover its reasonable attorney fees and court costs incurred in enforcing these indemnification clauses.

E. These indemnification clauses shall survive the expiration or earlier termination of this Agreement until all claims against SBIAA involving any of the indemnified matters are fully, finally, and absolutely barred by applicable statutes of limitations.

F. The insurance required or carried by Consultant under the provisions of Section 8 of this Agreement shall not be deemed to limit the Consultant's duty of indemnity and defense which arises under this Section 7.

8. INSURANCE. The Consultant shall maintain insurance coverage as set forth in this Section 8 throughout the term of this Agreement. The Consultant shall maintain insurance policies issued by an insurance company or companies authorized or approved to do business in the State of California and that maintain during the term of the policy a "General Policyholder's Rating" of at least A(v), as set forth in the then most current edition of "Best's Insurance Guide," as follows:

A. The Consultant, and each of its subcontractors, shall maintain comprehensive automobile liability insurance of not less than \$5,000,000 combined single limit per occurrence for each vehicle leased or owned by the Consultant or its subcontractors and used in performing work under this Agreement.

B. The Consultant, and each of its subcontractors, shall maintain Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000 limits, covering all persons providing services and all risks to such persons under this Contract.

C. The Consultant shall maintain an insurance policy covering liability for errors and omissions of the Consultant in performing the Scope of Services in an amount of not less than \$5,000,000 per claim and in the aggregate.

D. Consultant shall maintain liability insurance written on an "occurrence" policy form, covering personal and bodily injury, death, and property damage, arising out of or relating to services provided by Consultant under this Agreement, with single limit coverage of at least \$5,000,000 per occurrence with an aggregate limit of at least \$5,000,000. Such policy of liability insurance shall name the SBIAA its officers, officials, employees, and agents as additional insureds and such liability insurance policy shall not contain any intra-insured exclusions as between insured persons or organizations. The liability coverage shall include all coverage typically provided by a Broad Form Comprehensive General Liability Endorsement and shall further include contractual liability coverage.

E. Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the SBIAA certificates evidencing the existence of the insurance coverage required by this Agreement, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance, except workers compensation insurance and errors and omissions

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insurance, that Consultant purchases in satisfaction of the insurance requirements of this Agreement, shall name the SBIAA as an additional insured. Additionally, each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may not be cancelled, terminated, or modified in scope of coverage as it applies to the services to be provided by Consultant under this Agreement, except upon thirty (30) days prior written notice to the SBIAA.

F. Consultant shall be the first or primary named insured under each insurance policy.

G. Consultant's liability insurance policy (ies) shall be endorsed as needed to provide cross-liability coverage for Consultant and SBIAA and to provide severability of interests.

H. Consultant's liability policy(ies) shall be endorsed as needed to provide that the insurance afforded by those policies to the additional insured is primary and that all insurance carried by SBIAA is strictly excess and secondary and shall not contribute with Consultant's liability insurance.

I. The coverage afforded to SBIAA as an additional insured under Consultant's liability insurance policy(ies) must be at least as broad as that afforded to the Consultant and may not contain any terms, conditions, exclusions, or limitations applicable to SBIAA that do not apply to the Consultant.

J. Consultant'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.

K. The insurance requirements set forth above are independent of Consultant's exculpation, indemnification, and other obligations under this Agreement and shall not be construed or interpreted in any way to restrict, limit, or modify those exculpation, indemnification, or other obligations or to limit the Consultant's liability under this Agreement.

L. Except for Professional Liability Insurance for Errors and Omissions Coverage, the consultant agrees to cause the insurance companies issuing their respective insurance to waive any subrogation rights that those companies may have against SBIAA (their additional insured). If the waivers of subrogation are not contained in the insurance policies, Consultant waives any right it may have against SBIAA on account of any loss or damage to the extent that the loss or damage is insured under their respective insurance policies.

9. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall not be subject to copyright in the United States or any other country, and will be available for



examination by the public, and shall be the property of SBIAA, as of the time of their preparation and upon payment by the SBIAA, and shall be delivered to SBIAA upon written request to the Consultant.

10. PRESS RELEASES. Press or news releases, including photographs or public announcements, or confirmation of the same related to the work to be performed by the Consultant under this Agreement shall only be made by the Consultant with the prior written consent of the SBIAA.

11. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, notes, observations, information, and data acquired or generated in performance of the work set forth in the Scope of Services, all of which SBIAA deems to be confidential. None of such confidential materials or information may be made available to any person or entity, public or private, without prior written consent of SBIAA.

12. DEFAULT AND REMEDIES.

A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

B. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

C. The SBIAA may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by SBIAA approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project; or

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

D. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to SBIAA all data, surveys, models, drawings,

specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by or for Consultant under this Agreement, whether complete or partially complete.

E. SBIAA agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

F. SBIAA further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

G. If, after finalization of the termination action, SBIAA determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the SBIAA issued the termination for the convenience of SBIAA.

H. The Consultant may terminate this Agreement in whole or in part, if SBIAA:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than 180 days due to reasons beyond the control of the Consultant.

I. Upon receipt of a notice of termination from the Consultant, SBIAA agrees to cooperate with Consultant for the purpose of terminating this Agreement or portion thereof, by mutual consent. If SBIAA and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the SBIAA's breach of the contract.

J. In the event of termination due to SBIAA's breach, the Consultant is entitled to invoice SBIAA and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. SBIAA agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

K. In no event shall either Party be liable to the other for any indirect, special, or consequential damage regardless of whether such claim of liability arises in contract or in tort.

13. TERMINATION OF AGREEMENT FOR CONVENIENCE.

A. SBIAA may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the SBIAA, the Consultant must immediately discontinue all services affected.

B. Upon termination of the Agreement the Consultant must deliver to SBIAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by or for Consultant under this contract, whether complete or partially complete.

C. SBIAA agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

D. SBIAA further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

14. NOTICES. All notices shall be in writing. Notices shall be presented in person or by certified or registered United States Mail, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by mail shall be deemed effective on the third business day following the deposit of the notice with the United States Postal Service. This Section 14 shall not prevent the Parties from giving notice by personal service or telephonically verified fax transmission, which shall be deemed effective upon actual receipt of such personal service or telephonic verification. Either Party may change its address for receipt of written notice by notifying the other Party in writing of a new address for delivering notice to such Party.

CONSULTANT: AECOM Technical Services, Inc.  
Attn: Matt Ulukaya  
999 W Town and Country Road  
Orange, CA 92868

SBIAA: San Bernardino International Airport Authority  
Attention: Chief Executive Officer  
1601 East Third Street, Suite 100  
San Bernardino, CA 92408

15. COMPLIANCE WITH THE LAW. Notwithstanding any contrary provision in any exhibit to this Agreement, Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the work to be performed by the Consultant under this Agreement. Consultant shall maintain all necessary licenses and registrations for the lawful performance of the work required of the Consultant under this Agreement.

16. EQUAL OPPORTUNITY CLAUSE.

A. During the performance of this contract, the Consultant agrees as follows:

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

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

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers'

representatives of the Consultant's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

B. Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. “Employer identification number” means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. “Minority” includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of

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

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

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

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

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

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

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



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

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

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

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

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

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

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

for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant.

The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Consultant may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally, the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

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

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

17. CONSULTANTS AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance of any work described in the Scope of Services, or when providing other services to SBIAA, be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the SBIAA or any member agency of the SBIAA. The SBIAA shall not be requested or ordered to assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its subcontractors to perform any item of work or services.

18. SEVERABILITY. Each section of this Agreement shall be construed as a separate and independent covenant and agreement. If any term or provision of this Agreement or its application to certain circumstances shall be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is declared invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiation, discussions and agreements between the Parties concerning the subject matters covered in it. The Parties intend this Agreement to be the final expression of their agreement with respect to the subjects covered in it, and that it is a complete and exclusive statement of such terms.

20. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by a document that is duly approved and executed by each of the Parties. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by both Parties, following all necessary approvals and authorizations for such execution.

21. GOVERNING LAW AND CHOICE OF VENUE. This Agreement shall be governed by the laws of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of California in and for the County of San Bernardino or in the United States District Court, Central District of California.

22. NON-WAIVER. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the same provision or any remaining provisions of this Agreement.

23. ASSIGNMENT. This Agreement may not be assigned by the Consultant without the prior written consent of the SBIAA.

24. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The persons executing this Agreement warrants that they are duly authorized to execute this Agreement on behalf of and bind the Party each purport to represent.

25. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.

26. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA. This Agreement shall not be binding on the SBIAA, until approved by the governing board of the SBIAA and signed by an authorized representative of the Consultant, approved as to form by SBIAA counsel, and executed by the authorized representatives of SBIAA.

27. CONFLICTS OF INTEREST.

A. Consultant represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant agrees that, during the term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities.

B. Additionally, Consultant represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor that may be retained to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to SBIAA as set forth in this Agreement.

28. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit "A" or any similar or related services. The SBIAA may, during the term of this Agreement, contract with other consultants for the performance of the same, similar, or related services as those that may be

performed by the Consultant under this Agreement. This Agreement only sets forth the terms upon which any such services will be provided to the SBIAA by the Consultant, as set forth in this Agreement.

29. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS. During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. General Civil Rights Provision. 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.

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this 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 “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. Compliance with Regulations. The Consultant 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 Consultant, 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 Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.



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

5. Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the non-discrimination provisions of this Contract, the SBIAA shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the Consultant under the Contract until the Consultant complies, and/or

b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the SBIAA or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Consultant may request the SBIAA to enter into such litigation to protect the interests of the SBIAA and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

30. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS. The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

(a) This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

31. DISADVANTAGED BUSINESS ENTERPRISES.

A. The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

B. The prime Consultant agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the prime Consultant receives from the SBIAA. The prime Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SBIAA. This clause applies to both DBE and non-DBE subcontractors.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f)) - The prime Consultant must not terminate a DBE subcontractor listed in response **to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears]** (or an approved substitute DBE firm) without prior written consent of SBIAA. This includes, but is not limited to, instances in which the prime Consultant seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

D. The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent of SBIAA. Unless SBIAA consent is provided, the prime Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

E. SBIAA may provide such written consent only if SBIAA agrees, for reasons stated in the concurrence document, that the prime Consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

F. Before transmitting to SBIAA its request to terminate and/or substitute a DBE subcontractor, the prime Consultant must give notice in writing to the DBE subcontractor, with a copy to SBIAA of its intent to request to terminate and/or substitute, and the reason for the request.

G. The prime Consultant must give the DBE five days to respond to the prime Consultant's notice and advise SBIAA and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why SBIAA should not approve the prime Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), SBIAA may provide a response period shorter than five days.

H. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

32. CERTIFICATION REGARDING LOBBYING. Consultant/Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33. ACCESS TO RECORDS AND REPORTS. The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the SBIAA, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant

which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

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

35. TRADE RESTRICTION CERTIFICATION. By submission of an offer, the Offeror/Consultant certifies that with respect to this solicitation and any resultant contract, the Offeror:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

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

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

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

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

### 36. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

#### A. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT.

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

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

1. Checking the System for Award Management at website:  
<http://www.sam.gov>;

2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above;

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

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

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

(a) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) The applicant represents that is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

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

## Term Definitions:

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

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

39. ENERGY CONSERVATION REQUIREMENTS. The Consultant and all subcontractors agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

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

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

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

42. TEXTING WHEN DRIVING. In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers,



including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

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

43. FAA GRANT ASSURANCES. The FAA grant assurance covenants as are hereby made applicable to the Consultant for all work and services performed by the Consultant as set forth in the “Scope of Services”.

44. CONFLICT OF INTEREST – SBIAA REPRESENTATIVES. Consultant acknowledges that the SBIAA uses ethical business practices in the selection of its Consultants and in its other contracting practices. Consultant certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provided any gift or sponsorship having a value of more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA. Further, Consultant certifies that neither it nor its employees or agents shall at any time in the future, with an intent to establish or maintain a business relationship with the SBIAA or any department thereof, provide any gift or sponsorship having more than a fifty and 00/100 dollar (\$50.00) value, in total or aggregated total, to: (i) any person working on behalf of the SBIAA involved in the negotiation of this Agreement; (ii) any member of any department of the SBIAA procuring items or services from the Consultant under this Agreement; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the SBIAA.

The Consultant acknowledges the obligations as set forth in this Section 43 by the initials of the agent signing on behalf of the Consultant appearing below:

\_\_\_\_\_  
(initial here)

45. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and

Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any “friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 44 by the initials of the agent signing on behalf of the Consultant appearing below:

\_\_\_\_\_  
(initial here)

46. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 45 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission (“FPPC”) of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

1. By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Clerk of the Board, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement to submit, to the Clerk of the Board any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Clerk of the Board should deem appropriate and so request of the Consultant, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to Consultant

by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

2. Further, the Consultant recognizes that it is neither the duty nor the responsibility of the SBIAA, its staff and/or legal counsel to review or seek additional information from the Consultant as to any information submitted to the SBIAA in the required FPPC reporting forms. The Consultant further understands that the Consultant, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the Consultant is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

3. The Consultant shall further defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or financial loss to the SBIAA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 45, including staff costs, attorney fees and any and all other costs as may be incurred by the SBIAA, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

The Consultant acknowledges the obligations as set forth in this Section 45 by the initials of the agent signing on behalf of the Consultant appearing below:

\_\_\_\_\_  
(initial here)

47. CLEAN AIR AND WATER POLLUTION CONTROL. Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Consultant agrees to report any violation to SBIAA immediately upon discovery. SBIAA assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A. Consultant must include this requirement in all subcontracts that exceeds \$150,000.

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain

telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

49. PROCUREMENT OF RECOVERED MATERIALS. The following provision apply if this Agreement includes procurement of product that exceeds \$10,000.

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

1. The agreement requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2. The consultant has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

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

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

2. Fails to meet reasonable contract performance requirements; or

3. Is only available at an unreasonable price.

50. SEISMIC SAFETY. The following provision only applies if the contract work involves construction of new buildings or addition to existing buildings.

A. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests

conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

SAN BERNARDINO INTERNATIONAL  
AIRPORT AUTHORITY,  
a joint powers authority

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael P. Burrows  
Chief Executive Officer

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary of the Commission

Approved as to form and legal content:

Mirau, Edwards, Cannon, Lewin & Tooke, LLP  
A Limited Liability Partnership

By: \_\_\_\_\_  
Michael Lewin

CONSULTANT

Date: \_\_\_\_\_

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

**EXHIBIT A**

**SCOPE OF SERVICES AND FEES**

**FOR**

**Reconstruct Portion of Taxiway A**  
**&**  
**Slurry Seal and Airfield Painting**



## **Exhibit “A” - Scope of Services**

### **Design Services for FY25, Reconstruct Portion of Taxiway A Project**

### **August 27, 2024**

#### **BACKGROUND**

San Bernardino International Airport Authority (“SBIAA” or Authority) has requested design services for reconstruction of existing PCC pavements at the intersection of Taxiway A and Runway 24 Intersection, and the replacement of pavement joint seals within the runway hold bay. The general scope is to develop engineering drawings, specifications, cost estimate, engineer’s design report, and bid package.

AECOM will provide three (3) submittals packages to SBIAA, which includes:

- 60% Design Submittal
- 90% Design Submittal
- Final Design Submittal

This project is eligible for reimbursement from the Airport Improvement Program (AIP), and will comply to the requirements that program.

#### **WORK BREAKDOWN STRUCTURE**

The project update will be implemented using the following work breakdown structure:

##### **TASK 1 – PROJECT MANAGEMENT**

**Task 1.1 Project Administration and Coordination.** This task involves the overall management of the project to ensure compliance with the scope of services, schedule, budget, quality, and coordination of the project with the Authority. It involves coordination by the Project Manager in establishing schedule and budgets, monitoring adherence to schedule and project performance, and intra-team project management. This task would include teleconferencing and other meetings as needed to coordinate with Authority and stakeholders.

##### **TASK 2 – FIELD INVESTIGATION AND DATA COLLECTION**

**Task 2.1 Site Investigation.** AECOM will perform field investigations including visual observation of the site to assess the pavement distresses and project limits. Assume two (2) site visits by two (2) AECOM engineers.

**Task 2.2 Record Research.** AECOM will perform records review and research of existing as-built drawings and other pertinent reports.

**Task 2.3 Topographic Survey.** Guida, as subconsultant to AECOM, will perform a topographic survey, and will provide horizontal and vertical datums such that construction survey can tie into previously established survey control.





## ***Design Services for FY25, Reconstruct Portion of Taxiway A San Bernardino International Airport (SBD)***

Horizontal and vertical project control will be established to support the topographic surveys. The survey control will be tied horizontally and vertically into existing project controls at the airport. It is assumed that the existing or newly established survey controls will be tied to the North American Datum of 1983 (NAD83), California Coordinate System, Zone 5 coordinates and the North American Vertical Datum of 1988 (NAVD88).

**Topographic Design Surveys:** Conventional ground survey methods will be utilized to collect sufficient topographic data within the project limits defined above to develop a digital terrain model and support the design of the proposed improvements. The topographic data may include corners of each existing PCC slab, edges of concrete and pavement, centerline and edge of existing runway and taxiway, edge of apron, striping, signs, lights, surface visible utility and drainage features, and other surface visible features within the limits.

The topographic survey data will be downloaded, processed, and tied to the horizontal and vertical control established for this project. A digital terrain model will be created from the topographic survey data.

**Task 2.4 Geotechnical Investigation.** Diaz-Yourman & Associated, (DYA), as a subconsultant to AECOM, will provide geotechnical services consisting of the following:

Task 2.4.1 - Attend project kick-off meeting. Review project and underground utility information provided. Coordinate site access. Coordinate aircraft operations area (AOA) access for Task 2.4.1 and Task 2.4.2 services with SBD Operations. Mark locations under Task 2.4.3 in the field and contact USA.

Task 2.4.2 - Perform a geophysical survey for underground utilities.

Task 2.4.3 - Core the existing pavement at approximately six locations along and/or adjacent to the intersection of Taxiway A and Runway 24. At each coring location, use a coring rig to evaluate the thickness of the pavement, the underlying base material (if available), and expose the subgrade. Classify the soils within the subgrade at each coring location. At three of the six locations, perform a DCPT within the soil subgrade beneath the pavement section. Backfill and patch corings with high-strength rapid set concrete.

Task 2.4.4 - Provide a summary report with details regarding the pavement section thickness data collected during Task 2.4.3 services.

Task 2.4.5 - Respond to comments generated during review by the San Bernardino International Airport Authority based on their review of the Task 2.4.4 report. Finalize report.

Task 2.4.6 - Attend project meetings and provide consultation to the design team.

### Assumption:

1. SBD staff will provide daytime Movement Area security escort for:
  - a. (1) Day to paint locations of corings and perform geophysics for utility clearances.
2. Geotechnical investigation will be performed at night between 2300 and 0600.
3. SBD staff will facilitate and close the runway and taxiway including setup of the runway closure markers and low-profile barricades, and provide Movement Area security escort. The following number of airfield closures are estimated:
  - a. 3 Nights for coring and DCPT



### **TASK 3 – 60% DESIGN SUBMITTAL**

**Task 3.1 Develop Drawings.** AECOM will prepare 60% drawings in accordance will comply with the following FAA Advisory Circulars criteria:

- FAA AC 150/5300-13B, Airport Design
- FAA AC 150/5320-6G, Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M Standards for Airport Markings
- FAA AC 150/5370-2G Operational Safety on Airports During Construction

Drawings will be submitted in electronic PDF documents to the Authority. The design drawings will include the following:

- General Plan
- Construction Phasing Plans and Details
- Horizontal Control and Paving Plan
- Pavement Details
- Grading Plan
- Striping Plans and Details

**Task 3.2 Develop Engineer's Design Report.** AECOM will develop the Engineer's Design Report, and will include a description of the geotechnical investigations completed and pavement design of Taxiway A pavements. The report will include a description of the airfield pavements, geometry, analysis of the existing pavement conditions and the recommended improvements.

**Task 3.3 Develop Technical Specifications.** AECOM will develop the technical specifications in compliance with FAA AC 150/5370-10H Standard Specifications for Construction of Airports.

**Task 3.4 Develop Quantities and Cost Estimate.** AECOM will develop a probable construction cost with the quantities and associated unit prices.

**Task 3.5 Design Review and Coordination Meeting.** Within two (2) weeks of the submittal, AECOM will conduct an on-line virtual design review meeting. AECOM will answer questions about the project design, and document review comments. AECOM will address the review comments.

### **TASK 4 – 90% AND FINAL DESIGN DEVELOPMENT**

**Task 4.1 Develop and Update Drawings.** AECOM will prepare 90% drawings, and will incorporate SBIAA's 60% review comments and update the design of the project.

**Task 4.2 Develop and Update Engineer's Design Report.** AECOM will develop and update the Engineer's Design Report under Task 3.2.

**Task 4.3 Develop and Update Technical Specifications.** AECOM will develop and update the technical specifications and will incorporate the Authority's 60% review comments under Task 3.3. The specifications will include the updates of the bid schedule. AECOM will review the Authority's Standard Contract Provisions and General Conditions and provide comments for conflicts with the technical specifications.

**Task 4.4 Develop and Update Quantities and Cost Estimate.** AECOM will develop and update the probable construction cost under Task 3.4 with the quantities and associated unit prices.



## ***Design Services for FY25, Reconstruct Portion of Taxiway A San Bernardino International Airport (SBD)***

**Task 4.5 Design Review Meeting.** Within two (2) weeks of the submittal, AECOM will conduct an on-line virtual design review meeting. AECOM will answer questions about the project design, and document review comments. AECOM will address the review comments.

**Task 4.6 Prepare Final Bid Documents.** AECOM will prepare the final (bid ready) Plans, Specifications, and Estimate. AECOM will incorporate the 90% review comments from the Authority and FAA, and finalize the bid documents.

Deliverables:

1. One (1) set of full-sized PDF drawings to the Authority with electronic signature.
2. Technical Specifications
3. Engineer's Design Report
4. Cost Estimate

### **TASK 5 – BIDDING SUPPORT SERVICES**

**Task 5.1 Attend Pre-Bid Conference.** AECOM will attend the pre-bid conference to assist the Authority in responding to bidder's questions.

**Task 5.2 Issue Clarifications / Addendums.** AECOM will provide written responses to bidder's questions as requested by the Authority, and prepare any required addenda showing revision of the scope of work.

**Task 5.3 Review Bids and Recommend Award.** AECOM will review the bids submitted, provide bid tabulation, provide comments and recommendation of award to the Authority.

### **TASK 6 – ENGINEERING SUPPORT DURING CONSTRUCTION**

**Task 6.1 Pre-Construction and Design Coordination Meetings.** Participate in design support during construction coordination meetings by virtual on-line conference calls and discussion of field issues schedule.

Assume total of seven (7) meeting: (1) in-person meeting at SBD and six (6) on-line virtual at 1.5 hours each.

**Task 6.2 Responses to RFI and Submittals.** Review and respond to RFI's. Assume fifteen (15) RFI's. Review and advise the Authority to the acceptability of shop drawings, laboratory reports, materials, substitutions proposed by Contractor, equipment, and other descriptive data. Assume fifteen (15) submittals and resubmittals.

**Task 6.3 Clarifications, Issue Change Orders, and Revisions to Drawings.** AECOM will provide interpretation and clarification of contract drawings, revise drawings and issue change order drawings when required.

**Task 6.4 Site Observation Trips and Final Inspection.** Perform periodic site visits to monitor the construction progress and observe for general conformance with the contract documents. Upon completion of construction, AECOM will also perform a final site visit and prepare a punch list of items to be corrected prior to final acceptance of the project.

Assume three (3) site observations trips and one (1) final inspection trip (Total of 4 trips).



## ***Design Services for FY25, Reconstruct Portion of Taxiway A San Bernardino International Airport (SBD)***

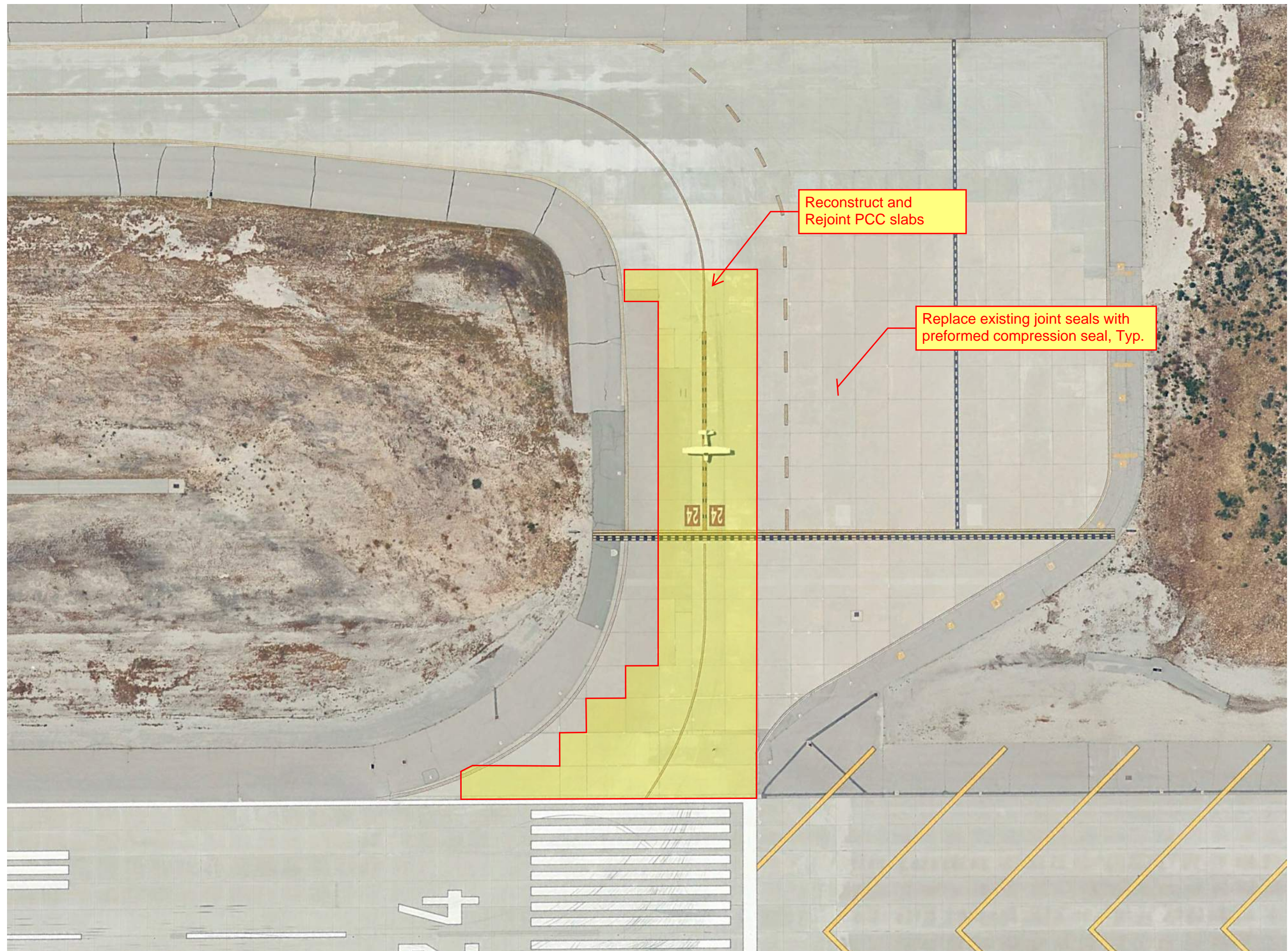
**Task 6.5 Prepare Record Drawings.** AECOM will prepare Record Drawings based on the Contractor's as-built mark-ups and after construction management team's approval. The Record Drawings will be prepared using the design drawings as the base and incorporating changes that were performed during construction.

Deliverables will include one (1) set of full-sized PDF Record Drawings and electronic AutoCAD files to the Authority.

### **ASSUMPTIONS / EXCLUSIONS**

1. Environmental engineering and mitigation are excluded.
2. Permitting is excluded.
3. Removal or remediation of contaminated soils is excluded.
4. It is assumed the Contractor will develop the SWPPP and obtain the NOI and any necessary permits.
5. Assume construction phasing with nightly closures of Runway 6-24 and use of high-early strength concrete within the RSA each night, and does not require displacement of the runway threshold. If displaced runway threshold is required, additional design budget will be needed.
6. Assume for geotechnical investigation, SBD staff will provide the required runway and taxiway closures and provide Movement Area security escorts.
7. Preparation of a Construction Safety and Phasing Plan (CSPP) is excluded.
8. Conducting a Safety Risk Management (SRM) panel is excluded.
9. Assumed engineering design duration is 3 months with start in October 2024 and finish in December 24.
10. Assume construction support services duration is 4 months.
11. No other services are assumed beyond what is defined in this Scope of Work.
12. Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract.
13. Consultant shall not be responsible for Owner's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of Consultant. Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Owner, Contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors. So as not to discourage Consultant from voluntarily addressing health or safety issues while at the Project Site, in the event Consultant does identify such issues by making observations, reports, suggestions or otherwise, Consultant shall have no authority to direct the actions of others not under Consultant's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of Consultant's actions or forbearance.
14. Notwithstanding anything contained in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.
15. Consultant shall perform the Scope of Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.
16. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by SBIAA, or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Scope of Services.







San Bernardino International Airport (SBD)  
Design Services for FY2025, Reconstruct Portion of Taxiway A  
Estimate and Hour Summary, August 27, 2024

EXHIBIT "B"

		AECOM												Subconsultant	
No.	Task Description	Total Hours	Technical Leader	PM	Civil Eng V	Civil Eng IV	Civil Eng III	Civil Eng II	Sr Designer / CADD	Project Controls	Admin	Labor Subtotal	ODC's	Subs (Includes 5% Mark-up)	Total Amount
			\$ 269.00	\$ 283.00	\$ 234.00	\$ 204.00	\$ 161.00	\$ 122.00	\$ 129.00	\$ 144.00	\$ 118.00				
1.0	PROJECT MANAGEMENT														
1.1	Project Administration and Coordination	28		12						12	4	\$ 5,596.00	\$ -	\$ -	\$ 5,596.00
	Subtotal Hours Task 1 -	28	-	12	-	-	-	-	-	12	4	\$ 5,596.00	\$ -	\$ -	\$ 5,596.00
2.0	FIELD INVESTIGATION AND DATA COLLECTION														
2.1	Site Investigation (Two Site Visits)	16	8	8								\$ 4,416.00	\$ 300.00	\$ -	\$ 4,716.00
2.2	Records Research	3	3									\$ 807.00	\$ -	\$ -	\$ 807.00
2.3	Topographic Survey	3		3								\$ 849.00	\$ -	\$ 15,019.20	\$ 15,868.20
2.4	Geotechnical Investigation	6	2	4								\$ 1,670.00	\$ -	\$ 64,499.40	\$ 66,169.40
	Subtotal Hours Task 2 -	28	13	15	-	-	-	-	-	-	-	\$ 7,742.00	\$ 300.00	\$ 79,518.60	\$ 87,560.60
3.0	60% DESIGN SUBMITTAL														
3.1	Develop Drawings	324	30	20	24	80			170			\$ 57,596.00	\$ -	\$ -	\$ 57,596.00
3.2	Develop Engineer's Design Report	16		16								\$ 4,528.00	\$ -	\$ -	\$ 4,528.00
3.3	Develop Technical Specifications	34	30	4								\$ 9,202.00	\$ -	\$ -	\$ 9,202.00
3.4	Develop Quantities and Cost Estimate	7	3			4						\$ 1,623.00	\$ -	\$ -	\$ 1,623.00
3.5	Design Review Meeting	4	2	2								\$ 1,104.00	\$ -	\$ -	\$ 1,104.00
	Subtotal Hours Task 3 -	385	65	42	24	84	-	-	170	-	-	\$ 74,053.00	\$ -	\$ -	\$ 74,053.00
4.0	90% AND FINAL DESIGN DEVELOPMENT														
4.1	Develop and Update Drawings	320	30	16	24	80			170			\$ 56,464.00	\$ -	\$ -	\$ 56,464.00
4.2	Develop and Update Engineer's Design Report	10		10								\$ 2,830.00	\$ -	\$ -	\$ 2,830.00
4.3	Develop and Update Technical Specifications	23	20	3								\$ 6,229.00	\$ -	\$ -	\$ 6,229.00
4.4	Develop and Update Quantities and Cost Estimate	6	2			4						\$ 1,354.00	\$ -	\$ -	\$ 1,354.00
4.5	Design Review Meeting	4	2	2								\$ 1,104.00	\$ -	\$ -	\$ 1,104.00
4.6	Prepare Final Bid Documents	60	8	6		10			36			\$ 10,534.00	\$ -	\$ -	\$ 10,534.00
	Subtotal Hours Task 4 -	423	62	37	24	94	-	-	206	-	-	\$ 78,515.00	\$ -	\$ -	\$ 78,515.00
5.0	BIDDING SUPPORT SERVICES														
5.1	Attend Pre-Bid Conference	3	3									\$ 807.00	\$ 75.00	\$ -	\$ 882.00
5.2	Issue Clarifications / Addendums	12	4						8			\$ 2,108.00	\$ -	\$ -	\$ 2,108.00
5.3	Review Bids and Recommend Award	4	4									\$ 1,076.00	\$ -	\$ -	\$ 1,076.00
	Subtotal Hours Task 5 -	19	11	-	-	-	-	-	8	-	-	\$ 3,991.00	\$ 75.00	\$ -	\$ 4,066.00
6.0	ENGINEERING SUPPORT DURING CONSTRUCTION														
6.1	Pre-Construction & Design Coordination Meetings (Assume 7 Mtgs)	12	12									\$ 3,228.00	\$ 75.00	\$ -	\$ 3,303.00
6.2	Responses to RFI and Submittals	100	100									\$ 26,900.00	\$ -	\$ -	\$ 26,900.00
6.3	Clarifications, Issue Change Orders, and Revisions to Drawings	24	8						16			\$ 4,216.00	\$ -	\$ -	\$ 4,216.00
6.4	Site Observations Trips and Final Inspection (Four Site Visits)	16	16									\$ 4,304.00	\$ 300.00	\$ -	\$ 4,604.00
6.5	Prepare Record Drawings	36	4						32			\$ 5,204.00	\$ -	\$ -	\$ 5,204.00
	Subtotal Hours Task 6 -	188	140	-	-	-	-	-	48	-	-	\$ 43,852.00	\$ 375.00	\$ -	\$ 44,227.00
	Total Hours	1,071	291	106	48	178	-	-	432	12	4	\$ 213,749.00	\$ 750.00	\$ 79,518.60	\$ 294,017.60

No.	Task Description	Total Hours	Technical Leader	PM	Civil Eng V	Civil Eng IV	Civil Eng III	Civil Eng II	Sr Designer / CADD	Project Controls	Admin	Labor Subtotal	ODC's	Subs (Includes 5% Mark-up)	Total Amount
			\$ 269.00	\$ 283.00	\$ 234.00	\$ 204.00	\$ 161.00	\$ 122.00	\$ 129.00	\$ 144.00	\$ 118.00				
			27.2%	9.9%	4.5%	16.6%	0.0%	0.0%	40.3%	1.1%	0.4%				

Total \$ 294,017.60

AECOM Design Services \$ 169,897.00  
 AECOM CA Services \$ 43,852.00  
 AECOM Expenses \$ 750.00  
 Subconsultants \$ 79,518.60

ASSUME 24" X 36" DRAWINGS

Proposed Index of Drawings

No.	Sheet	Drawing Title	Scale	60%	90%	Final
1	G-001	COVER SHEET	N/A	Y	Y	Y
2	G-002	INDEX OF DRAWINGS AND GENERAL NOTES	N/A	Y	Y	Y
3	G-003	CONSTRUCTION NOTES, ABBREVIATIONS AND LEGEND	N/A	Y	Y	Y
4	G-004	BORINGS LOG, SHEET 1 OF 1	N/A	N	Y	Y
5	V-001	SURVEY CONTROL	1"=200'	N	Y	Y
6	G-001	CONTRACTOR STAGING, LAYDOWN AREA AND ACCESS PLAN	1"=400'	Y	Y	Y
7	G-101	CONSTRUCTION PHASING PLAN, SHEET 1 OF 2	1"=40'	Y	Y	Y
8	G-102	CONSTRUCTION PHASING PLAN, SHEET 2 OF 2	1"=40'	Y	Y	Y
9	G-111	CONSTRUCTION PHASING DETAILS, SHEET 1 OF 1	N/A	N	Y	Y
10	C-001	HORIZONTAL CONTROL PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
11	C-011	EROSION AND SEDIMENT CONTROL PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
12	C-101	DEMOLITION PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
13	C-201	TYPICAL PAVEMENT SECTION	N/A	Y	Y	Y
14	C-211	PAVEMENT DETAILS, SHEET 1 OF 3	N/A	Y	Y	Y
15	C-212	PAVEMENT DETAILS, SHEET 2 OF 3	N/A	N	Y	Y
16	C-213	PAVEMENT DETAILS, SHEET 3 OF 3	N/A	N	Y	Y
17	C-301	OVERALL PAVEMENT PLAN	1"=100'	Y	Y	Y
18	C-311	PAVEMENT ELEVATION PLAN, SHEET 1 OF 2	1"=40'	Y	Y	Y
19	C-312	PAVEMENT ELEVATION PLAN, SHEET 2 OF 2	1"=40'	Y	Y	Y
20	C-321	TWY A CENTERLINE PROFILE, SHEET 1 OF 1	1"=40'	Y	Y	Y
21	C-322	GRADING PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
22	C-401	PAVEMENT MARKING PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
23	C-411	PAVEMENT MARKING DETAILS, SHEET 1 OF 3	N/A	Y	Y	Y
24	C-412	PAVEMENT MARKING DETAILS, SHEET 2 OF 3	N/A	Y	Y	Y
25	C-413	PAVEMENT MARKING DETAILS, SHEET 3 OF 3	N/A	Y	Y	Y
<b>OTHER DELIVERABLES</b>						
26		GEOTECHNICAL REPORT	N/A	Y	Y	N
27		ENGINEER'S DESIGN REPORT	N/A	Y	Y	Y
28		COST ESTIMATE	N/A	Y	Y	Y
29		TECHNICAL SPECIFICATIONS	N/A	Y	Y	Y





## **Exhibit “A” - Scope of Services**

### **Design Services for FY25, Slurry Seal and Airfield Painting Project**

### **September 17, 2024**

#### **BACKGROUND**

San Bernardino International Airport Authority (“SBIAA” or Authority) has requested design services for application of asphalt slurry seal on existing airfield shoulder pavements and service roads. The general scope is to develop engineering drawings, specifications, cost estimate, engineer’s design report, and bid package, which includes the following areas:

- Runway 6/24 asphalt shoulders: 800,000 sq/ft
- Taxiway A asphalt shoulder: 518,000 sq/ft
- Taxiway A-2: 56,000 sq/ft
- Taxiway B: 37,000 sq/ft
- Taxiway C: 36,000 sq/ft
- Taxiway E: 45,000 sq/ft
- Taxiway F: 110,000 sq/ft
- Service Road: 84,000 sq/ft

The project also includes design services for the restriping and surface painted markings on taxiways, taxilanes, non-exclusive ramp areas, and vehicle roadways throughout the airfield. Striping and markings will be relocated where necessary to comply with the latest per FAA Advisory Circulars 150/5300-13B and 150/5340-1M.

AECOM will provide three (3) submittals packages to SBIAA, which includes:

- 60% Design Submittal
- 90% Design Submittal
- Final Design Submittal

This project is eligible for reimbursement from the Airport Improvement Program (AIP), and will comply to the requirements that program.

#### **WORK BREAKDOWN STRUCTURE**

The project update will be implemented using the following work breakdown structure:

##### **TASK 1 – PROJECT MANAGEMENT**

**Task 1.1 Project Administration and Coordination.** This task involves the overall management of the project to ensure compliance with the scope of services, schedule, budget, quality, and coordination of the project with the Authority. It involves coordination by the Project Manager in establishing schedule and budgets, monitoring adherence to schedule and project performance, and intra-team project management. This task would include teleconferencing and other meetings as needed to coordinate with Authority and stakeholders.

##### **TASK 2 – FIELD INVESTIGATION AND DATA COLLECTION**



**Task 2.1 Site Investigation.** AECOM will perform field investigations including visual observation of the site to assess the pavement distresses and project limits. Assume three (3) site visits by three (3) AECOM engineers.

**Task 2.2 Record Research.** AECOM will perform records review and research of existing as-built drawings and other pertinent reports.

**Task 2.3 Topographic Survey.** Guida, as subconsultant to AECOM, will perform a topographic survey, and will provide horizontal and vertical datums such that construction survey can tie into previously established survey control.

Horizontal and Vertical Control Surveys: Horizontal and vertical project control will be established to support the topographic surveys. The survey control will be tied horizontally and vertically into existing project controls at the airport. It is assumed that the existing or newly established survey controls will be tied to the Orange County Surveyor's North American Datum of 1983 (NAD83), California Coordinate System, Zone 5 coordinates and the North American Vertical Datum of 1988 (NAVD88).

Topographic Design Surveys: LiDAR and conventional ground survey methods will be utilized to collect the striping, edge of apron and general building outlines within the project limits defined above. The LiDAR data will be collected from a vehicle with the LiDAR unit mounted on the roof. This will enable the survey team to capture the majority of the data in less than an 8-hour working day. Some additional ground surveys will be required to establish control and verify the accuracy and completeness of the LiDAR data collected.

The LiDAR and conventional survey data will be downloaded, processed, tied to the horizontal and vertical control established, and mapped in AutoCAD Civil3D. An aerial image from Near Map will also be imported into CAD to aid in referencing the striping data to other features at the airport. The final deliverables will include the topographic data and Near Map image in AutoCAD Civil3D at 40-scale.

Assumptions:

1. Topographic survey of the pavement markings only within the non-movement area ramps.
2. Survey crew will have non-movement area badges and will not require escort.

### **TASK 3 – 60% DESIGN SUBMITTAL**

**Task 3.1 Develop Drawings.** AECOM will prepare 60% drawings in accordance with the following FAA Advisory Circulars criteria:

- FAA AC 150/5300-13B, Airport Design
- FAA AC 150/5320-6G, Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M Standards for Airport Markings
- FAA AC 150/5370-2G Operational Safety on Airports During Construction

Drawings will be submitted in electronic PDF documents to the Authority. The design drawings will include the following:

- General Plan
- Construction Phasing Plans and Details
- Taxiway Shoulder Asphalt Slurry Seal Plan and Striping Plans
- Taxiway Shoulder Pavement Repair Details
- Ramp Pavement Markings Plans



- Pavement Markings Details

**Task 3.2 Develop Engineer's Design Report.** AECOM will develop the Engineer's Design Report, and will include a description of the taxiway shoulder pavement slurry seal, crack repairs, and striping of the airfield pavements. The report will include a description of the airfield pavements, geometry, analysis of the existing pavement conditions and the recommended improvements.

**Task 3.3 Develop Technical Specifications.** AECOM will develop the technical specifications in compliance with FAA AC 150/5370-10H, Standard Specifications for Construction of Airports.

**Task 3.4 Develop Quantities and Cost Estimate.** AECOM will develop a probable construction cost with the quantities and associated unit prices.

**Task 3.5 Design Review and Coordination Meeting.** Within two (2) weeks of the submittal, AECOM will conduct an on-line virtual design review meeting at the Authority's offices. AECOM will answer questions about the project design, and document review comments. AECOM will address the review comments.

#### **TASK 4 – 90% AND FINAL DESIGN DEVELOPMENT**

**Task 4.1 Develop and Update Drawings.** AECOM will prepare 90% drawings, and will incorporate SBIAA's 60% review comments and update the design of the project.

**Task 4.2 Develop and Update Engineer's Design Report.** AECOM will develop and update the Engineer's Design Report under Task 3.2.

**Task 4.3 Develop and Update Technical Specifications.** AECOM will develop and update the technical specifications and will incorporate the Authority's 60% review comments under Task 3.3. The specifications will include the updates of the bid schedule. AECOM will review the Authority's Standard Contract Provisions and General Conditions and provide comments for conflicts with the technical specifications.

**Task 4.4 Develop and Update Quantities and Cost Estimate.** AECOM will develop and update the probable construction cost under Task 3.4 with the quantities and associated unit prices.

**Task 4.5 Design Review Meeting.** Within two (2) weeks of the submittal, AECOM will conduct an on-line virtual design review meeting at the Authority's offices. AECOM will answer questions about the project design, and document review comments. AECOM will address the review comments.

**Task 4.6 Prepare Final Bid Documents.** AECOM will prepare the final (bid ready) Plans, Specifications, and Estimate. AECOM will incorporate the 90% review comments from the Authority and FAA, and finalize the bid documents.

Deliverables:

1. One (1) set of full-sized PDF drawings to the Authority with electronic signature.
2. Technical Specifications
3. Engineer's Design Report
4. Cost Estimate

#### **TASK 5 – BIDDING SUPPORT SERVICES**



## ***Design Services for FY25, Slurry Seal and Airfield Painting San Bernardino International Airport (SBD)***

**Task 5.1 Attend Pre-Bid Conference.** AECOM will attend the pre-bid conference to assist the Authority in responding to bidder's questions.

**Task 5.2 Issue Clarifications / Addendums.** AECOM will provide written responses to bidder's questions as requested by the Authority, and prepare any required addenda showing revision of the scope of work.

**Task 5.3 Review Bids and Recommend Award.** AECOM will review the bids submitted, provide bid tabulation, provide comments and recommendation of award to the Authority.

### **TASK 6 – ENGINEERING SUPPORT DURING CONSTRUCTION**

**Task 6.1 Pre-Construction and Design Coordination Meetings.** Participate in design support during construction coordination meetings by virtual on-line conference calls and discussion of field issues schedule. Assume one (1) AECOM staff will participate.

Assume total of eight (8) meetings: (1) in-person meeting at SBD and seven (7) on-line virtual meetings at 1.5 hours each.

**Task 6.2 Responses to RFI and Submittals.** Review and respond to RFI's. Assume thirty (30) RFI's. Review and advise the Authority to the acceptability of shop drawings, laboratory reports, materials, substitutions proposed by Contractor, equipment, and other descriptive data. Assume twenty (20) submittals and resubmittals.

**Task 6.3 Clarifications, Issue Change Orders, and Revisions to Drawings.** AECOM will provide interpretation and clarification of contract drawings, revise drawings and issue change order drawings when required.

**Task 6.4 Site Observation Trips and Final Inspection.** Perform periodic site visits to monitor the construction progress and observe for general conformance with the contract documents. Upon completion of construction, AECOM will also perform a final site visit and prepare a punch list of items to be corrected prior to final acceptance of the project. Assume one (1) AECOM staff will participate.

Assume four (4) site observations trips and one (1) final inspection trip (Total of 5 trips).

**Task 6.5 Prepare Record Drawings.** AECOM will prepare Record Drawings based on the Contractor's as-built mark-ups and after construction management team's approval. The Record Drawings will be prepared using the design drawings as the base and incorporating changes that were performed during construction.

Deliverables will include one (1) set of full-sized PDF Record Drawings and electronic AutoCAD files to the Authority.

### **ASSUMPTIONS / EXCLUSIONS**

1. Environmental engineering and mitigation are excluded.
2. Any Subsurface or Geotechnical investigation is excluded
3. Permitting is excluded.
4. Removal or remediation of contaminated soils is excluded.
5. It is assumed the Contractor will develop the SWPPP and obtain the NOI and any necessary permits.
6. Preparation of a Construction Safety and Phasing Plan is excluded.



***Design Services for FY25, Slurry Seal and Airfield Painting  
San Bernardino International Airport (SBD)***

7. Assumed engineering design duration is 3 months with start in October 2024 and finish in December 2024.
8. Assume construction support services duration is 3 months.
9. No other services are assumed beyond what is defined in this Scope of Work.
10. Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract.
11. Consultant shall not be responsible for Owner's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of Consultant. Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Owner, Contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors. So as not to discourage Consultant from voluntarily addressing health or safety issues while at the Project Site, in the event Consultant does identify such issues by making observations, reports, suggestions or otherwise, Consultant shall have no authority to direct the actions of others not under Consultant's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of Consultant's actions or forbearance.
12. Notwithstanding anything contained in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.
13. Consultant shall perform the Scope of Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.
14. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by SBIAA, or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Scope of Services.

San Bernardino International Airport (SBD)  
Design Services for FY2025, Slurry Seal and Airfield Painting  
Estimate and Hour Summary, September 17, 2024

EXHIBIT "B"

No.	Task Description	Total Hours	AECOM										Subconsultant		Total Amount
			Technical Leader	PM	Civil Eng V	Civil Eng IV	Civil Eng III	Civil Eng II	Sr Designer / CADD	Project Controls	Admin	Labor Subtotal	ODC's	Subs (Includes 5% Mark-up)	
			\$ 269.00	\$ 283.00	\$ 234.00	\$ 204.00	\$ 161.00	\$ 122.00	\$ 129.00	\$ 144.00	\$ 118.00				
<b>1.0</b>	<b>PROJECT MANAGEMENT</b>														
1.1	Project Administration and Coordination	76		40						32	4	\$ 16,400.00	\$ -	\$ -	\$ 16,400.00
	<b>Subtotal Hours Task 1 -</b>	<b>76</b>	<b>-</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>	<b>4</b>	<b>\$ 16,400.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,400.00</b>
<b>2.0</b>	<b>FIELD INVESTIGATION AND DATA COLLECTION</b>														
2.1	Site Investigation (Three Site Visits)	72	24	24	24							\$ 18,864.00	\$ 500.00	\$ -	\$ 19,364.00
2.2	Records Research	8	8									\$ 2,152.00	\$ -	\$ -	\$ 2,152.00
2.3	Topographic Survey	4				4						\$ 816.00	\$ -	\$ 34,430.03	\$ 35,246.03
	<b>Subtotal Hours Task 2 -</b>	<b>84</b>	<b>32</b>	<b>24</b>	<b>24</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 21,832.00</b>	<b>\$ 500.00</b>	<b>\$ 34,430.03</b>	<b>\$ 56,762.03</b>
<b>3.0</b>	<b>60% DESIGN SUBMITTAL</b>														
3.1	Develop Drawings	520	36	20	40	100		148	176			\$ 85,864.00	\$ -	\$ -	\$ 85,864.00
3.2	Develop Engineer's Design Report	36			32						4	\$ 7,960.00	\$ -	\$ -	\$ 7,960.00
3.3	Develop Technical Specifications	32			32							\$ 7,488.00	\$ -	\$ -	\$ 7,488.00
3.4	Develop Quantities and Cost Estimate	32	4	4	8	16						\$ 7,344.00	\$ -	\$ -	\$ 7,344.00
3.5	Design Review Meeting	6	2	2	2	2						\$ 1,512.00	\$ -	\$ -	\$ 1,512.00
	<b>Subtotal Hours Task 3 -</b>	<b>626</b>	<b>42</b>	<b>26</b>	<b>112</b>	<b>118</b>	<b>-</b>	<b>148</b>	<b>176</b>	<b>-</b>	<b>4</b>	<b>\$ 110,168.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 110,168.00</b>
<b>4.0</b>	<b>90% AND FINAL DESIGN DEVELOPMENT</b>														
4.1	Develop and Update Drawings	516	32	20	40	100		148	176			\$ 84,788.00	\$ -	\$ -	\$ 84,788.00
4.2	Develop and Update Engineer's Design Report	24			20						4	\$ 5,152.00	\$ -	\$ -	\$ 5,152.00
4.3	Develop and Update Technical Specifications	24			24							\$ 5,616.00	\$ -	\$ -	\$ 5,616.00
4.4	Develop and Update Quantities and Cost Estimate	24	4	2	6	12						\$ 5,494.00	\$ -	\$ -	\$ 5,494.00
4.5	Design Review Meeting	6	2	2	2	2						\$ 1,512.00	\$ -	\$ -	\$ 1,512.00
4.6	Prepare Final Bid Documents	176	24	20	8	20		24	80			\$ 31,316.00	\$ -	\$ -	\$ 31,316.00
	<b>Subtotal Hours Task 4 -</b>	<b>770</b>	<b>62</b>	<b>44</b>	<b>98</b>	<b>134</b>	<b>-</b>	<b>172</b>	<b>256</b>	<b>-</b>	<b>4</b>	<b>\$ 133,878.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 133,878.00</b>
<b>5.0</b>	<b>BIDDING SUPPORT SERVICES</b>														
5.1	Attend Pre-Bid Conference	3	3									\$ 807.00	\$ 100.00	\$ -	\$ 907.00
5.2	Issue Clarifications / Addendums	22	6			4			12			\$ 3,978.00	\$ -	\$ -	\$ 3,978.00
5.3	Review Bids and Recommend Award	3	3									\$ 807.00	\$ -	\$ -	\$ 807.00
	<b>Subtotal Hours Task 5 -</b>	<b>28</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>4</b>	<b>-</b>	<b>-</b>	<b>12</b>	<b>-</b>	<b>-</b>	<b>\$ 5,592.00</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ 5,692.00</b>
<b>6.0</b>	<b>ENGINEERING SUPPORT DURING CONSTRUCTION</b>														
6.1	Pre-Construction & Design Coordination Meetings (Assume 8 Mtgs)	16	4		12							\$ 3,884.00	\$ 100.00	\$ -	\$ 3,984.00
6.2	Responses to RFI and Submittals	104	32	12	60							\$ 26,044.00	\$ -	\$ -	\$ 26,044.00
6.3	Clarifications, Issue Change Orders, and Revision to Drawings	40			8				32			\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
6.4	Site Observations and Final Inspection (5 Trips)	20	4		16							\$ 4,820.00	\$ 350.00	\$ -	\$ 5,170.00
6.5	Prepare Record Drawings	40			8				32			\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
	<b>Subtotal Hours Task 6 -</b>	<b>220</b>	<b>40</b>	<b>12</b>	<b>104</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>64</b>	<b>-</b>	<b>-</b>	<b>\$ 46,748.00</b>	<b>\$ 450.00</b>	<b>\$ -</b>	<b>\$ 47,198.00</b>
	<b>Total Hours</b>	<b>1,804</b>	<b>188</b>	<b>146</b>	<b>338</b>	<b>260</b>	<b>-</b>	<b>320</b>	<b>508</b>	<b>32</b>	<b>12</b>	<b>\$ 334,618.00</b>	<b>\$ 1,050.00</b>	<b>\$ 34,430.03</b>	<b>\$ 370,098.03</b>

Total \$ 370,098.03  
 AECOM Design Services \$ 288,470.00  
 AECOM CA Support Services \$ 47,198.00  
 Subconsultants \$ 34,430.03

ASSUME 24" X 36" DRAWINGS

Proposed Index of Drawings

No.	Sheet	Drawing Title	Scale	60%	90%	Final
1	G-001	COVER SHEET	N/A	Y	Y	Y
2	G-002	INDEX OF DRAWINGS AND GENERAL NOTES	N/A	Y	Y	Y
3	G-003	CONSTRUCTION NOTES, ABBREVIATIONS AND LEGEND	N/A	Y	Y	Y
4	G-004	PROJECT MAP AND DESCRIPTION OF WORK	N/A	Y	Y	Y
5	G-005	SURVEY CONTROL DRAWING	1"=400'	Y	Y	Y
6	G-001	CONTRACTOR STAGING, LAYDOWN AREA AND ACCESS PLAN	1"=400'	Y	Y	Y
7	G-101	CONSTRUCTION PHASING PLAN, SHEET 1 OF 6	1"=100'	N	Y	Y
8	G-102	CONSTRUCTION PHASING PLAN, SHEET 2 OF 6	1"=100'	N	Y	Y
9	G-103	CONSTRUCTION PHASING PLAN, SHEET 3 OF 6	1"=100'	N	Y	Y
10	G-104	CONSTRUCTION PHASING PLAN, SHEET 4 OF 6	1"=100'	N	Y	Y
11	G-105	CONSTRUCTION PHASING PLAN, SHEET 5 OF 6	1"=100'	N	Y	Y
12	G-106	CONSTRUCTION PHASING PLAN, SHEET 6 OF 6	1"=100'	N	Y	Y
13	G-111	CONSTRUCTION PHASING DETAILS, SHEET 1 OF 2	N/A	Y	Y	Y
14	G-112	CONSTRUCTION PHASING DETAILS, SHEET 2 OF 2	N/A	Y	Y	Y
15	C-011	EROSION AND SEDIMENT CONTROL PLAN, SHEET 1 OF 2	1"=250'	Y	Y	Y
16	C-101	EROSION AND SEDIMENT CONTROL PLAN, SHEET 2 OF 2	1"=250'	Y	Y	Y
17	C-201	OVERALL PAVEMENT PLAN	1"=400'	Y	Y	Y
18	C-301	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 9	1"=40'	Y	Y	Y
19	C-302	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 2 OF 9	1"=40'	Y	Y	Y
20	C-303	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 3 OF 9	1"=40'	Y	Y	Y
21	C-304	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 4 OF 9	1"=40'	Y	Y	Y
22	C-305	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 5 OF 9	1"=40'	Y	Y	Y
23	C-306	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 6 OF 9	1"=40'	Y	Y	Y
24	C-307	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 7 OF 9	1"=40'	Y	Y	Y
25	C-308	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 8 OF 9	1"=40'	Y	Y	Y
26	C-309	RUNWAY 6-24 - SHLDR PVMT AND STRIPING PLAN, SHEET 9 OF 9	1"=40'	Y	Y	Y
27	C-321	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 6	1"=40'	Y	Y	Y
28	C-322	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 2 OF 6	1"=40'	Y	Y	Y
29	C-323	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 3 OF 6	1"=40'	Y	Y	Y
30	C-324	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 4 OF 6	1"=40'	Y	Y	Y
31	C-325	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 5 OF 6	1"=40'	Y	Y	Y
32	C-326	TAXIWAY A - SHLDR PVMT AND STRIPING PLAN, SHEET 6 OF 6	1"=40'	Y	Y	Y
33	C-331	TAXIWAY A2 - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
34	C-341	TAXIWAY B - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 4	1"=40'	Y	Y	Y
35	C-342	TAXIWAY B - SHLDR PVMT AND STRIPING PLAN, SHEET 2 OF 4	1"=40'	Y	Y	Y
36	C-343	TAXIWAY B - SHLDR PVMT AND STRIPING PLAN, SHEET 3 OF 4	1"=40'	Y	Y	Y
37	C-344	TAXIWAY B - SHLDR PVMT AND STRIPING PLAN, SHEET 4 OF 4	1"=40'	Y	Y	Y
38	C-351	TAXIWAY C - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 4	1"=40'	Y	Y	Y
39	C-352	TAXIWAY C - SHLDR PVMT AND STRIPING PLAN, SHEET 2 OF 4	1"=40'	Y	Y	Y
40	C-353	TAXIWAY C - SHLDR PVMT AND STRIPING PLAN, SHEET 3 OF 4	1"=40'	Y	Y	Y
41	C-354	TAXIWAY C - SHLDR PVMT AND STRIPING PLAN, SHEET 4 OF 4	1"=40'	Y	Y	Y
42	C-361	TAXIWAY E - SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
43	C-371	TAXIWAY F -- SHLDR PVMT AND STRIPING PLAN, SHEET 1 OF 1	1"=40'	Y	Y	Y
44	C-381	SERVICE ROAD - PAVEMENT AND STRIPING PLAN, SHEET 1 OF 5	1"=40'	Y	Y	Y
45	C-382	SERVICE ROAD - PAVEMENT AND STRIPING PLAN, SHEET 2 OF 5	1"=40'	Y	Y	Y
46	C-383	SERVICE ROAD - PAVEMENT AND STRIPING PLAN, SHEET 3 OF 5	1"=40'	Y	Y	Y
47	C-384	SERVICE ROAD - PAVEMENT AND STRIPING PLAN, SHEET 4 OF 5	1"=40'	Y	Y	Y

ASSUME 24" X 36" DRAWINGS

Proposed Index of Drawings


No.	Sheet	Drawing Title	Scale	60%	90%	Final
48	C-385	SERVICE ROAD - PAVEMENT AND STRIPING PLAN, SHEET 5 OF 5	1"=40'	Y	Y	Y
49	C-351	PAVEMENT REPAIR DETAILS, SHEET 1 OF 3	N/A	Y	Y	Y
50	C-352	PAVEMENT REPAIR DETAILS, SHEET 2 OF 3	N/A	Y	Y	Y
51	C-353	PAVEMENT REPAIR DETAILS, SHEET 3 OF 3	N/A	Y	Y	Y
52	C-401	NORTH RAMP - STRIPING PLAN, SHEET 1 OF 5	1"=100'	Y	Y	Y
53	C-402	NORTH RAMP - STRIPING PLAN, SHEET 2 OF 5	1"=100'	Y	Y	Y
54	C-403	NORTH RAMP - STRIPING PLAN, SHEET 3 OF 5	1"=100'	Y	Y	Y
55	C-404	NORTH RAMP - STRIPING PLAN, SHEET 4 OF 5	1"=100'	Y	Y	Y
56	C-405	NORTH RAMP - STRIPING PLAN, SHEET 5 OF 5	1"=100'	Y	Y	Y
57	C-421	WEST RAMP - STRIPING PLAN, SHEET 1 OF 6	1"=100'	Y	Y	Y
58	C-422	WEST RAMP - STRIPING PLAN, SHEET 2 OF 6	1"=100'	Y	Y	Y
59	C-423	WEST RAMP - STRIPING PLAN, SHEET 3 OF 6	1"=100'	Y	Y	Y
60	C-424	WEST RAMP - STRIPING PLAN, SHEET 4 OF 6	1"=100'	Y	Y	Y
61	C-425	WEST RAMP - STRIPING PLAN, SHEET 5 OF 6	1"=100'	Y	Y	Y
62	C-426	WEST RAMP - STRIPING PLAN, SHEET 6 OF 6	1"=100'	Y	Y	Y
63	C-431	EAST RAMP - STRIPING PLAN, SHEET 1 OF 4	1"=100'	Y	Y	Y
64	C-432	EAST RAMP - STRIPING PLAN, SHEET 2 OF 4	1"=100'	Y	Y	Y
65	C-433	EAST RAMP - STRIPING PLAN, SHEET 3 OF 4	1"=100'	Y	Y	Y
66	C-434	EAST RAMP - STRIPING PLAN, SHEET 4 OF 4	1"=100'	Y	Y	Y
<b>OTHER DELIVERABLES</b>						
67		ENGINEER'S DESIGN REPORT	N/A	Y	Y	Y
68		COST ESTIMATE	N/A	Y	Y	Y
69		TECHNICAL SPECIFICATIONS	N/A	Y	Y	Y



**EXHIBIT B**  
**SUPERVISORY STAFF PERSONNEL**

SBIAA Staff:

Chief Executive Officer  
Director of Aviation  
Director of Development  
Airport Manager

	<p><b>TO: San Bernardino International Airport Authority Commission</b></p> <p><b>DATE: September 25, 2024</b></p> <p><b>ITEM NO: 9</b></p> <p><b>PRESENTER: Michael Burrows, Chief Executive Officer</b></p>
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**SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH DECEMBER 31, 2024**

### **SUMMARY**

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

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

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

### **FISCAL IMPACT**

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

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

**BACKGROUND INFORMATION**

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

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

For review and discussion.

**Attachments:**

1. SBIAA Action Plan

# September, 2024 – Airport Focal Areas



Ensure Operational &  
Financial Stability

Stabilize Revenue Streams &  
Sources

Good Neighbor Program

Airport Outreach:  
Business Retention & Expansion

Green Energy Element

AOA Access Road Project

Airport Terminal Updates

Grant Programs &  
Initiatives

International Trade

U.S. Customs



San Bernardino International Airport Authority

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

Month	Key Initiative	Key Resources	Completion Date
July, 2024	Airport Terminal Enhancements; SBD Good Neighbor Program	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	July 30, 2024
August, 2024	AOA Access Road Project; FBO Ground Support Equipment; Airport Terminal Enhancements	SBIAA Commission, CEO., General Counsel, Director of Aviation, Director of Finance	August 31, 2024
September, 2024	AOA Access Road Project; Airfield Canopies/Service Pit	SBIAA Commission & Committee, CEO., Director of Aviation, Director of Finance	September 30, 2024
October, 2024	International Trade Initiatives; Quarterly Financials	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

Sub-Initiative Status:



Incomplete

In Process

Completed

Stabilize Tenants & Infrastructure

Update Operational Plans

Airport Improvements

Implement New Accounting  
Software

AOA Access Road Project

SBIAA Infrastructure & Equipment  
Assessments

International Trade

U.S. Customs