SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 23, 2024

5:00 PM

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



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

Frank J. Navarro, President

Mayor, City of Colton

Penny Lilburn, Vice President

Mayor, City of Highland

Rhodes Rigsby, Secretary

Councilmember, City of Loma Linda

COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Helen Tran

Mayor, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Phillip Dupper

Mayor, City of Loma Linda

Joe Baca, Jr.

Supervisor, County of San Bernardino

Larry McCallon

Mayor Pro Tem, City of Highland

Fred Shorett

Mayor Pro Tem, City of San Bernardino

John Echevarria

Mayor Pro Tem, City of Colton

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

ORDER OF BUSINESS – CLOSED SESSION

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

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

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. 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

 POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF OCTOBER 23, 2024

[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 006]

G. INFORMATIONAL ITEMS

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

2. Informational Items

a. CHIEF EXECUTIVE OFFICER'S REPORT

[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 017]

b. REPORT ON 2ND ANNUAL CRUISING AT ALTITUDE EVENT [PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 018]

c. REPORT ON AIRPORT LAYOUT PLAN (ALP) UPDATE

[PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 019]

d. DISCUSSION REGARDING RESCHEDULING NOVEMBER AND DECEMBER REGULAR MEETING DATES

[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 020]

H. COMMISSION CONSENT ITEMS

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

REGISTER OF DEMANDS FOR SEPTEMBER 2024
 [PRESENTER: Mark Cousineau, Director of Finance PAGE#: 021]

4. RECEIVE AND FILE TREASURER'S REPORT FOR AUGUST 31, 2024 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 030]

- 5. APPROVE CHANGE ORDER NO. 1 WITH MATICH CORPORATION IN AN AMOUNT NOT TO EXCEED \$48,939.68 FOR THE AOA VEHICLE ACCESS ROAD PROJECT AND APPROVE THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF RETAINED FUNDS FOR THIS CONTRACT; AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL RELATED DOCUMENTS [PRESENTER: Jeff Barrow, Director of Development PAGE#: 033]
- 6. APPROVE MEETING MINUTES: SEPTEMBER 25, 2024 [PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 097]

I. COMMISSION ACTION ITEMS

7. RECEIVE AND FILE THE UPDATED PROCUREMENT AND PURCHASING PROCEDURES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 103]

- 8. APPROVE AN AMENDED AND RESTATED LEASE AGREEMENT WITH THUNDER INTERNATIONAL GROUP, INC. (THUNDER) FOR BUILDING NO. 56

 [PRESENTER: Darrell Hale, Property Manager PAGE#: 128]
- 9. CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM THIRD QUARTER 2024 REPORT [PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 157]
- 10. 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#: 185]

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, November 27, 2024.



DATE: October 23, 2024

ITEM NO: 1

PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO

INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF

OCTOBER 23, 2024

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

Agenda Item No.	<u>Contractors/Tenants</u>	Subcontractors/Subtenants
5.	Matich Corporation Robert M. Matich, President Randal S. Valadez, Vice President, Treasurer, Secretary Jason G. Jones, Vice President – Estimating Jacob O. Reade, Vice President – Operations	See attached list.
8.	Thunder International Group, Inc. MingMing Wang	None.

Attachments:

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

- **84308**. (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
- (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
- (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of **government**, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
- (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
- (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
- (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his

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

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

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

CALIFORNIA CODES GOVERNMENT CODE SECTION 87103

- **87103.** A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:
- (a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.
- (b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.
- (c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.
- (d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.
- (e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

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

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

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- § 18438.5. Aggregated Contributions Under Section 84308.
- For purposes of Section 84308:
- 5 (a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a
- 6 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
- 8 defined in subdivision (b) below), shall be aggregated and treated as if received from the party
- 9 for purposes of the limitations and disclosure provisions of Section 84308.
- 10 (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:
- 17 (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:
- 20 (i) The same person or substantially the same person owns and manages the two entities;
- 21 (ii) There are common or commingled funds or assets;
- 22 (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).
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20	
21	
22	
23	

SAN BERNARDINO INTERNATIONAL AIRPORT AOA VEHICLE ACCESS ROAD PROJECT

LEG	AL NAN	ME OF SUBCONTRACTOR:	AZ CONSTRUCTION INC DBA ACE FENCE COMPANY
		RACTOR LICENSE NUMBER:	996577
TYP	E OF B	USINESS (Check One):	
	[×]	CORPORATION STATE OF INCORPORATION	ON_CALIFORNIA
	[]	PARTNERSHIP	
	[]	JOINT VENTURE	48
	[]	INDIVIDUAL	
[] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME		ESS UNDER A FIRM NAME	
	[]	OTHER	
		s, Including Joint Venture Par	IVE(S) OF SUBCONTRACTOR (List All Principals tiner): Title
	AMY	TSUI	PRESIDENT
	AMER	RICA TANG	CFO SECRETARY
	WAYN	IE WONG	TREASURER

SAN BERNARDINO INTERNATIONAL AIRPORT AOA VEHICLE ACCESS ROAD PROJECT

LEGAL NA	ME OF SUBCONTRACTOR:Cal S	Stripe Inc.	
SUBCONT	RACTOR LICENSE NUMBER: 685387	7	
TYPE OF E	BUSINESS (Check One):		
M	CORPORATION California		
[]	PARTNERSHIP		
[]	JOINT VENTURE		
[]	INDIVIDUAL		
[] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME		NDER A FIRM NAME	
[]	[] OTHER		
and Office	rs, Including Joint Venture Partner):	OF SUBCONTRACTOR (List All Principals	
Nan		Title	
Ruc	dy Zavalani	Pres.	
Che	eryl Zavalani	Sec.	
Ste	ve Fleener	G.M.	
5,===			
-		_	

SAN BERNARDINO INTERNATIONAL AIRPORT AOA VEHICLE ACCESS ROAD PROJECT

LEGAL NAMI	E OF SUBCONTRACTOR: 0' DUffy	Construction
SUBCONTRA	ACTOR LICENSE NUMBER: 647	025-A
	SINESS (Check One):	
[]	CORPORATION STATE OF INCORPORATION	
[]	PARTNERSHIP	
[]	JOINT VENTURE	
M	INDIVIDUAL	
[] INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME		R A FIRM NAME
[]	OTHER	
	OFFICERS/REPRESENTATIVE(S) OF Second including Joint Venture Partner):	SUBCONTRACTOR (List All Principals
		ownes
	nes T Dutty	

SAN BERNARDINO INTERNATIONAL AIRPORT AOA VEHICLE ACCESS ROAD PROJECT

LEG/	AL NAM	ME OF SUBCONTRACTOR:	Pacific Restoration Group, Inc.
SUBO	CONTR	RACTOR LICENSE NUMBER:	685511
TYPE	OF B	USINESS (Check One):	
	X	CORPORATION STATE OF INCORPORATION	California
	[]	PARTNERSHIP	
	[]	JOINT VENTURE	
	[]	INDIVIDUAL	
	[]	INDIVIDUAL DOING BUSINES	S UNDER A FIRM NAME
	[]	OTHER	
PRING and O	CIPALS officers	, Including Joint Venture Partne	E(S) OF SUBCONTRACTOR (List All Principals er): Title
	Jo	hn Richards	President
	Da	aniel Richards	Vice President
		THE STREET OF THE STREET STREET	



DATE: October 23, 2024

ITEM NO: 2a

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

l. None



DATE: October 23, 2024

ITEM NO: 2b

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: INFORMATIONAL ITEMS – REPORT ON 2ND ANNUAL CRUISING AT ALTITUDE EVENT

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



DATE: October 23, 2024

ITEM NO: 2c

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: INFORMATIONAL ITEMS – REPORT ON AIRPORT LAYOUT PLAN (ALP) UPDATE

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



DATE: October 23, 2024

ITEM NO: 2d

PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission

SUBJECT: INFORMATIONAL ITEMS – DISCUSSION REGARDING RESCHEDULING NOVEMBER AND

DECEMBER REGULAR MEETING DATES

SUMMARY

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

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

BACKGROUND INFORMATION

The current scheduled meetings of the San Bernardino International Airport Authority (SBIAA) Commission for the balance of calendar year 2024 are as follows: November 27, 2024, and December 25, 2024. Due to the Thanksgiving and Christmas holidays, it may be appropriate to consider alternate meeting dates at this time.

Attachments:

None



DATE: October 23, 2024

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR SEPTEMBER 2024

SUMMARY

SBIAA's Register of Demands for September 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 September 2024. The total of the register \$5,923,383.53.

Fuel: Titan Aviation Fuels was paid \$4,692,419.54 for aviation fuel to resell at the Luxivair-SBD. Merit Oil Co. was paid \$39,335.61 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 \$120,608.43.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications, Edison, Utility Telecom Group LLC, and Verizon were paid a total of \$201,151.05.

Capital Projects Cost: Matich Corporation and Skidata were paid a total of \$98,996.21.

Professional Services: Allawos & Company; Boston Fox Tigue International LLC; Coffman Engineers Inc.; David Turch and Associates; Imagine Systems Inc.; Innovative Federal Strategies LLC; Kevin B Flynn DBA Flynn Aviation; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin & Tooke LLP; Right Energy Group; and Tom Dodson & Associates were paid a total of \$86,637.78.

Attachments:

- 1. Register of Demands for the October 23, 2024 Commission Meeting
- 2. VISA breakdown -September 2024

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/23/24

Line	Company Name	Description	AP Register
1	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	47,425.62
2	AAAE Federal Affairs	2025 Memberships	7,500.00
3	Allawos & Company	Consulting fees for Solar Green Energy Services	6,018.75
4 Am-Tec Total Security Inc.		Unplanned alarm monitoring service /repairs-	5,904.19
		professional alarm monitoring	
5	Amazon Capital Services Inc.	Purchases of supplies and goods	3,889.62
6	Amtech Elevator Services	Unplanned maintenance and repairs for	7,730.00
		elevators/escalators-Customs	
7	AnyPromo.com	Luxivair SBD Branded promotional items	8,414.73
8	Audacy Operations Inc.	Radio advertising for SBD passenger service	24,959.00
9	Aviatrix Communications LLC	Professional services passenger service marketing-	18,952.78
		advertising and "Good Neighbor Program"	
10	BB18 Touring Inc.	Headliner band fee deposit for Breeze Airways	25,000.00
		Anniversary event	
11	Board Members	Director fees	1,350.00
12	Boston Fox Tigue International LLC	Marketing services	29,941.98
13	Burrtec Waste Industries Inc.	Trash removal services	3,410.04
14	Cable & Wireless Technologies Inc.	Service and supplies for IT	3,422.87
15	CDW Government LLC	Purchase IT equipment	1,227.54
16	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	377.54
17	Cintas Uniforms	Uniform and rug services	5,730.60
18	City of SB Water Department	Water and sewer services	19,151.36
19	Climatec LLC	Security maintenance and installation of electrified	13,808.93
		door hardware, materials and programming badge	
		reader	
20	Clinical Laboratory of San Bernardino Inc.	Drinking water analysis	215.00
21	Coffman Engineers, Inc.	Professional service agreement-Engineering and	14,586.00
		technical support services for potential hydrogen	
		facilities	
22	Dabico A-Bridge LLC	Consultant providing specialized passenger	8,971.43
		boarding bridge training-maintenance crew	
23	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
25	David Turch and Associates	Professional services agreement - lobbying services	5,000.00
24	DBT Transportation Services LLC	ILS/AWOS tower equipment service	3,688.00
25	Dib's Safe & Lock Service	Key duplication & locksmith services	21.75
26	DPS Band LLC	Band for Breeze Airline event final payment	3,750.00
27	East Valley Water District	Water services	383.00
28	Encore Lighting Inc.	Light bulb replacement	725.16
29	Event Design Lab	Live streaming services	5,200.00
30	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	276.67
31	FedEx	Courier services	29.33
32	Ferguson Enterprises LLC	Plumbing supplies and materials	1,469.46
33	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy	1,645.45
		vehicles	
34	Frontier Communications Corporation	Telephone services	3,470.08
35	GMSTEK LLC	Subscription fee for point of sale system	3,633.08
36	Grainger	Parts and supplies for building repairs	67.30
37	Granite Telecommunications	Telephone services	6,502.20
38	H.F. Holt Electrical & Automation	Preventative maintenance -baggage handling	4,333.33
		system	
39	Imagine Systems Inc.	Professional consulting services	250.00
40	Inland Overhead Door	Counter shutter with motor	6,900.0

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/23/24

Line	Company Name	Description	AP Register
41	Innovative Federal Strategies LLC	Professional service - federal legislative advocacy	3,000.00
		services	
42	Jackhammer Movement Inc.	Inland Empire street marketing-Greenday	5,300.00
43	Jose Garcia	Annual boot reimbursement	181.81
44	K&L Hardware and Plumbing Supply Inc	Maintenance tools and supplies	1.50
45	Kaiser Foundation Health Plan Inc.	Employee medical benefits	119,775.03
46	Kevin B Flynn DBA Flynn Aviation	Consultant for independent fee estimate for FAA AIP projects	5,000.00
47	Local Chiefd Comisso Inc		022.40
47	Legal Shield Services Inc.	Employee legal group benefits Bronze level membership	833.40
48	Los Angeles County Business Federation		7,000.00
49 50	Lumacurve Mackinac Software LLC	Airfield signs, replace light bulbs and parts Planned monthly service fees for AWOS weather	4,456.31 267.00
50	Widckindc Software LLC		267.00
	14 .: 1 6	system	70 224 04
51	Matich Corporation	UAS resurfacing project	79,331.81
52	Mead & Hunt Inc.	Professional consulting service agreement-	6,490.00
		providing air services development and airport	
		development	
53	Merit Oil Company	Fuel inventory for fleet operations	39,335.61
54	Michael J. VanGorder Photography	Photography services-Excellent in Site Reuse photo shoot	1,080.00
55	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services agreement	8,201.05
56	National Equipment Leasing LLC	Monthly lease payment for 7k, 10k, and 15k	28,396.20
		refuelers	,
57	National Pen Co. LLC	Branded pens in support of SBD marketing	13,165.17
58	Nutrien AG Solutions Inc.	Herbicides, pesticides and insecticides-airfield	585.32
		maintenance	
59	Parkhouse Tire Inc.	Vehicle emergency repairs and maintenance-	2,436.88
		service calls	_,
60	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment,	542.86
		parts, service and batteries	
61	Pete's Road Service Inc.	Vehicle repairs and parts	2,542.35
62	PlaneNoise Inc.	Noise complaint program	1,316.13
63	Presidio Networked Solutions Grp LLC	Support services for Cisco system / Meraki Outdoor	6,115.58
		Access Point providing wireless internet service	5,==5:5
64	PrintGlobe LLC	Branded SBD marketing supplies-napkins	5,268.37
65	Red Star Fire Protection	Fire alarm monitoring	1,822.00
66	Richie Gonzalez	Annual boot reimbursement	200.00
67	Right Energy Group LLC	Professional agreement for Green Energy	6,500.00
07	Inght Energy Group EEC	Programs	0,500.00
68	San Bernardino County Fire Protection	Fire Protection services-custom sock giveaways	192,234.00
69	SKIDATA Inc.	Installation of parking and revenue system-North	19,664.40
		Lot equipment and software	
70	Sock Club	Promotional items	8,156.25
71	South Coast Air Quality Mgmt. District	Permit fees	9,678.36
72	Southern California Edison	Electric power	160,977.42
73	Staples Contract & Commercial LLC	Office supplies	2,131.66
74	Sunwest Printing Inc.	Custom printing to support the agency	439.36
75	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	5,484.26
76	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	4,692,419.54
77	Tom Dodson & Associates	Professional services - environmental	1,650.00
		issues/projects	Ì

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/23/24

Line	Company Name	Description	AP Register
79	Trilogy Medwaste West LLC Waste disposal service for international flights		1,829.01
80	Uline Inc.	Safety supplies	2,632.75
81	US Custom & Border Protection	Customs contract and inspection fees	73,920.38
82	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth &	4,463.66
		telephone services	
83	Verizon Wireless	Wireless phone services	2,793.29
84 VFS Fire 8	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs &	755.00
		inspections-pump house	
85	VISA	Office supplies, airport supplies and services, and	57,899.38
		Luxivair SBD supplies, services, and incidentals	
86	West Coast Lights and Sirens Inc.	Installation of lights and sirens-security vehicles	15,851.21
87	Western Exterminator Company	Pest control services	2,453.93
88	Wintrust Specialty Finance	Monthly refueler lease payment	13,226.18
	Total		\$ 5,923,383.53

Visa Breakdown September 2024 SBIAA

		JDIAA		
Line	Description	Vendor	Dept.	
1	Recording SBIAA as non-profit with Secretary of State-fees	Ca. Secretary of State	Finance	25.00
2	Restock cleaning supplies	Lowes	Fuel Farm	103.33
3	Evaporative cooler cleaner	K&L Hardware	Fuel Farm	16.36
4	Supplies for shop	Home Depot	Maint.	56.38
5	Materials-irrigation supplies-FBO	Home Depot	Maint.	111.53
6	Wasp spray	K&L Hardware	Maint.	32.26
7	Supplies-shop	Home Depot	Maint.	688.35
8	Replace valve-Bldg. 610	Ewing Irrigation	Maint.	55.93
9	Replace backflow-Bldg. 610	Ewing Irrigation	Maint.	15.23
10	Replacing irrigation on N Perimeter Rd		Maint.	164.08
		Ewing Irrigation		
11	Shoulder work on Taxiway A-gravel	Sunshine Growers	Maint.	534.44
12	Restocking supplies-irrigation fittings	Ewing Irrigation	Maint.	295.23
13	Painting supplies- segmented circle	Home Depot	Maint.	130.16
14	Repairing irrigation-Bldg. 759	Ewing Irrigation	Maint.	243.67
	Repair fence line- AOA	Franks Fence	Maint.	87.00
16	Painting railings-Bldg. 601	San Bernardino Paint	Maint.	82.33
17	Keep water tanks clean-chlorine tablets	Home Depot	Maint.	54.34
18	2x4 lumber for new backflow at landfill	Home Depot	Maint.	15.79
19	Replace worn chains on chain saws	Laverne Equipment	Maint.	128.49
20	Aviation paint-segmented circle/windsock pole	San Bernardino Paint	Maint.	378.45
21	Painting supplies-IAF event	Sherwin Williams	Maint.	31.28
22	Batteries-FBO	Home Depot	Maint.	32.34
23	Painting supplies-IAF event	Home Depot	Maint.	66.45
24	Jet bridge HVAC-capacitor	Allied	Maint.	10.59
25	Keys For property management dept.	Dibbs	Maint.	26.10
26	Painting supplies-IAF event	Home Depot	Maint.	317.27
27	HVAC-Duct exhaust	Home Depot	Maint.	435.40
28	Sign surge protector-AOA	Standard Signs	Maint.	179.13
29	Emergency/service call-IAF	Doortech	Maint.	703.29
30	Electric meter for facilities department	Home Depot	Maint.	217.43
31	Fire pumps foam tank-760	Ferguson	Maint.	82.83
32	Fire pumps foam tank-760	Ferguson	Maint.	70.38
	Gate arm electrical supplies-680	Home Depot	Maint.	74.13
		·		
34	Fire pumps foam tank-760	Ferguson	Maint.	170.06
35	Plumbing tool	Hirsch	Maint.	24.22
36	Fire panel service repair call	AM TEC Security	Maint.	515.00
37	Door molding glue-IAF	K&L Hardware	Maint.	6.45
38	Lock to secure building	K&L Hardware	Maint.	17.23
39	Painting supplies respirators-IAF	Home Depot	Maint.	207.40
40	Stops for flooring, restroom doors and wall repair-IAF	Home Depot	Maint.	74.46
	Bird Strike Committee Conference registration David S.	American Association of Airport Executives	OPS	530.00
42	Bird Strike Committee Conference registration Bavia 3:	American Association of Airport Executives	OPS	530.00
	Class BC extinguisher powder for ARFF	Safety Emporium	OPS	277.02
	Breaker for rectifier	Farwest Corrosion	OPS	199.24
45	Replacement gate signs for airfield	Smartsign	OPS	393.74
		9		
46	K-9 Grooming	SQ Bath N Buns	OPS	150.00
47	Elevator Permit Fees - Invoice # S2084691SB	Department of Industrial Relations	Admin	675.00
48	Elevator Permit Fees - Invoice # S2084689SB	Department of Industrial Relations	Admin	675.00
49	Elevator Permit Fees - Invoice # S2084687SB	Department of Industrial Relations	Admin	675.00
50	Elevator Permit Fees - Invoice # S2084685SB	Department of Industrial Relations	Admin	675.00
51	Elevator Permit Fees - Invoice # E2083856SB	Department of Industrial Relations	Admin	225.00
52	Elevator Permit Fees - Invoice # E2083840SB	Department of Industrial Relations	Admin	225.00
53	Convenience fee for credit card payment - Invoice # S2084691SB	Department of Industrial Relations	Admin	72.48
54	Reservation originally made in January was moved to August, resulting in	Residence Inn	Admin	(43.24)
	decrease in room rate in amount of \$43.24 J. Garcia			,,
55	Alarm Permit fees for Bldg. 48 INV# I15-7E8-117B - SBIAA Cal Card used.	City of San Bernardino	Admin	33.95
	(Due to IVDA)			
56	Alarm Permit fees for DFAS INV# I15-7E8-0E0A & I15-7E8-1286 - SBIAA Cal	City of San Bernardino	Admin	495.60
	Card used. (Due to IVDA)			
57	Materials for Roof on HazMat Shed-Bldg.673	Home Depot	Maint.	487.03
	Meals purchased for personnel during event	Farmer Boys	Security	53.82
59	Name tags-Luxivair	NametagWizard	Mktg.	79.27

Visa Breakdown September 2024 SBIAA

Line	Description	Vendor	Dept.	
60	Women's restroom plumbing repair	Ferguson Enterprises	FBO	470.56
61	Movie streaming for the theatre- FBO	Netflix	FBO	22.99
62	Arrangement for airline meeting 08/01/2024	Bouquet Florist	FBO	504.38
63	Transportation for airline meeting tour 08/01/2024	Perfect Transportation	FBO	975.00
64	Supplies for hospitality bar	Sams Club	FBO	936.02
65	Cable for theater-FBO	Dish	FBO	149.85
66	Hospitality for airline meeting 08/01/2024	Felipe's Catering	FBO	850.00
67	Hospitality for consul meeting	Panera Bread	FBO	116.72
68	Water coolers for line office-FBO	Lowes	FBO	491.34
69	Panel for mangers office	Home Depot	FBO	21.18
70	Dry cleaning cost of valet services for N15Y and N772NK	Family Dry Cleaners	FBO	134.00
71	Car wash for FBO Crew Car	Fast 5	FBO	16.00
72	Car wash for FBO Crew Car	Fast 5	FBO	16.00
73	Fuel for FBO Crew Car	Chevron	FBO	38.95
74	Arrangement for EPA Event 09/05/2024	Bouquet Florist	Admin	999.00
75	Payment for using toll road	Metro Express Lane	Admin	8.40
76	Hospitality for Mtg. meeting-local airports	Panera Bread	Maint.	173.73
77	Supplies for hospitality bar	Smart and Final	Maint.	20.99
78	Interview Lunch - Airport Operations	Saverino's	HR	47.48
79	Lunch with Legal Counsel	Farmer Boys	HR	27.44
80	Candidate Background Service	Checkr Inc	HR	407.94
81	Lockers for Security Department Bldg.48 location 100481	Salisbury Industries	Admin	1903.43
82	Drug testing for new employees	Exam Professionals	Admin	300.00
83	Supplies compressed air cans	Uline	Maint.	78.98
84	Safety supplies-PPE	Uline	Maint.	978.21
85	Safety supplies' leather gloves	Grainger	Maint.	20.88
86	Water fountain filters-Bldg.673	Eklay Sales	Maint.	280.58
87	Irrigator Tech-Juventino Garcia	LCCA Memberships	Maint.	100.00
88	Irrigator Tech-Louie Ramos	LCCA Memberships	Maint.	100.00
89	Alarm Monitoring Bldg. 56 N&S	Red Star Fire Protection	Maint.	118.45
90	Alarm Monitoring Bldg. 56 N&S	Red Star Fire Protection	Maint.	118.45
91	Backflow repairs	Basic Backflow	Maint.	322.91
92	South doors open & repair Bldg.763	Dib's Safe & Lock	Maint.	145.12
93	Certified Irrigator repair tech registration-L. Ramos	Irrigator Tech	Maint.	943.00
94	Certified Irrigator repair tech registration-J. Garcia	Irrigator Tech	Maint.	943.00
95	Domain name renewal	Network Solutions	IT	235.85
96	Parking revenue transaction processing	Windcave	IT	303.66
97	Agencies' website usage charges, split between servers for each agency	DigitalOcean	IT	56.43
98	\$112.86 IVDA 57331 E100 D54000	DigitalOcean	IT	56.43
99	Website management software, split between servers for each agency	CPANEL	IT	45.14
	\$90.28 IVDA 57331 E100 D54000	CPANEL	IT	45.14
101	TV content for concourse	Sling	IT	60.34
	Online storage	Apple.com	IT	0.99
	Monthly subscription IVDA 57331 E100 D54000	Microsoft	IT	762.50
	Monthly subscription	Microsoft	IT	616.40
105	Monthly subscription IVDA 57331 E100 D54000	Microsoft	IT	220.00
106	Cisco switch power supply (discontinued part)	EBAY	IT	55.26
	Hosted IT collaboration	Slack	IT	43.75
	Terminal background music	Soundtrack Your Brand	IT	54.00
	CBP Dish account	Dish Network	IT	106.71
	To supply Internet to new tenant IVDA 57331 E100 D54000	Cable & Wireless	IT	435.01
	For marketing department IVDA 57331 E100 D54000	Microsoft	IT	2.68
112	Lunch GSA / Line service Interview panel	Habit Burgers	FBO	104.50
113	Cleaning supplies-FBO	Target	FBO	159.51
114	Fuel crew car-FBO	Chevron	FBO	77.07
	Fuel crew car-FBO	Chevron	FBO	56.09
	Crew lunch-fire day	Dominos	FBO	103.46
117	Crew lunch-fire day	Dominos	FBO	133.70
118	Crew car wash-FBO	Fast 5 San Bernardino	FBO	14.00
119	Crew car wash-FBO	Fast 5 San Bernardino	FBO	16.00
	Fuel crew car-FBO	Arco	FBO	60.86
121	Parts for reel on fuel truck	Regal Pacific	FBO	150.85

Visa Breakdown September 2024 SBIAA

Line	Description	Vendor	Dept.	
	Crew car wash-FBO	Fast 5 San Bernardino	FBO	8.00
123	Crew car wash-FBO	Fast 5 San Bernardino	FBO	8.00
	Fuel crew car-FBO	Arco	FBO	66.93
	Fuel crew car-FBO	Arco	FBO	35.30
	Transportation for EPA event on 9/5/24-bus rental	Carreras Tours	FBO	2500.33
	Bottled water for FBO	Smart & Final	FBO	57.40
	Supplies for aircraft fueling-fuel tickets	Impress Printing	FBO	625.31
129	Crew car wash-FBO	Chevron	FBO	8.00
	Brand Equipment-decals & stickers	Express Printing	FBO	445.42
131	Catering-National Aviation Day Brunch	Felipe Delapiedra	FBO	1125.00
132	Catering-Customer Aircraft	Above the Best	FBO	841.42
	Security 313 wheels powder coated	Precision Powder Coat	Fleet	500.00
134	Security tires	Parkhouse Tire	Fleet	2192.04
	Door handle for Lance truck-FBO	Parts Authority	Fleet	20.84
	Recovery tow bar for aircraft	Brackett Aircraft	Fleet	648.98
137	Technician diag. for compressor 2	Ingersoll Rand	Fleet	1120.00
	Facilities truck 35 brake booster	Parts Authority	Fleet	265.88
	Grounds truck 07-88 tail gate parts	Ken Grody Ford	Fleet	48.63
140	Lectro 1 convertor	Ev Drives	Fleet	326.57
	Fleet shop pressure regulator for compressor	Bernell Hydraulics	Fleet	227.18
142	Windshield wiper blades	Parts Authority	Fleet	84.56
143	Shop gasket material	Parts Authority	Fleet	22.52
	Shop gasket material	Parts Authority	Fleet	6.47
145	Transit van 32 floor mats	Weathertech	Fleet	150.62
146	Security 304 serpentine belt	Parts Authority	Fleet	17.31
	Water pump and belt irrigation truck	Parts Authority	Fleet	177.38
148	Brake cleaner shop	Parts Authority	Fleet	77.00
149	Spray pump for spray rig	RDO	Fleet	463.34
	Response truck 50 lift parts	BLT Jack it	Fleet	957.72
151	Irrigation truck belt and tensioner	Parts Authority	Fleet	71.80
152	Battery for grounds paint sprayer	Parts Authority	Fleet	138.69
153	Oil for fleet shop air compressor	Parts Authority	Fleet	45.96
	PB blaster shop supplies	Parts Authority	Fleet	93.18
155	Shop tools wrenches and puller	Harbor freight	Fleet	81.52
156	Pipe fitting for 760 pump 3	K & L hardware	Fleet	2.14
157	Voltage regulator canam spray rig	Chaparral Motorsports	Fleet	107.65
	Security battery 307	Parts Authority	Fleet	142.14
	Response truck 50 lift parts	Parts Authority	Fleet	481.94
	Alignment response truck 50	Gary's Viking tire	Fleet	80.00
	Response truck 50 lift parts	BLT Jack it	Fleet	892.26
	Wheel weights shop stock	Parts Authority	Fleet	88.15
163	ARFF truck 11 toggle switch	Parts Authority	Fleet	68.56
164	Breakfast for FAA meeting	Panera Bread	OPS	55.55
165	Annual emissions permit report for the airport	South Coast Air Quality Management District	OPS	5987.65
166	Annual emissions report for the airport-permit processing fee	South Coast Air Quality Management District	OPS	132.93
167	Annual Membership-SBD Luxivair	NBAA	Mktg.	1295.00
168	Needed for website tables - HTML table plug	Ninja Tables	Mktg.	399.20
169	Web-based needed for transferring files larger than our email threshold	Dropbox	Mktg.	119.88
170	Stock imagery service used for various marketing projects	Adobe	Mktg.	49.99
171	Widget tools for WordPress Elementor - for website development	IdeaBox Creations	Mktg.	168.00
172	Alert bar plug in for website-alert bar plug for WordPress	FooBar Plug in	Mktg.	499.99
173	Widget tools for WordPress Elementor	Happy Add Ons	Mktg.	389.00
	Account upgrade for more space web-based file transfer service	Dropbox	Mktg.	76.30
175	Travel CA. Airport Council meeting Santa Barbara M. Burrows Aug 8-9 - transportation	Arrow Cab Service	Admin	51.96
176	Travel CA. Airport Council meeting Santa Barbara M. Burrows Aug 8-9 - airport parking	Palm Springs Airport	Admin	40.00
177	Travel CA. Airport Council meeting Santa Barbara M. Burrows Aug 8-9 - lodging	Kimpton Hotel	Admin	437.74
178	Travel NBAA Las Vegas NV. 10/24 W. Mc McConaughey-flight	Southwest Airlines	Admin	207.96
-,0	Travel NBAA Las Vegas NV. 10/24 M. Mendoza-flight	Southwest Airlines Southwest Airlines	Admin	207.96
179				

Visa Breakdown				
September 2024				
SBIAA				

	שושכ					
Line	Description	Vendor	Dept.			
181	Travel AAAE Conference in Minneapolis, MN 08/2024 D. Spargo-lodging	Royal Sonesta Hotel	Admin	1302.08		
182	Travel AAAE Conference in Minneapolis, MN 08/2024 R. Calderon-lodging	Royal Sonesta Hotel	Admin	1302.08		
				57,899.38		
	VISA Statement Balance			57,899.38		



DATE: October 23, 2024

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR AUGUST 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 August 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 August 31, 2024, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$6,206,807.01 on August 31, 2024. Bank statements reflect \$6,669,079.28. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items August 31, 2024.

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

Attachments:

1. Treasurer's Report for August 31, 2024

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report August 31, 2024

Cash	Balance 07/31/24	Activities	Balance 08/31/24
Checking Account - Wells Fargo Bank Deposits In Transit:	\$ 6,774,350.37	\$ (4,150,672.14)	\$ 2,623,678.23
Beginning Ending	200,419.36	(200,419.36) 2,155.15	2,155.15
Outstanding Checks: Beginning Ending	(548,790.83)	548,790.83 (464,363.42)	(464,363.42)
Premium Money Market Account - Wells Fargo Bank Deposits In Transit: Beginning Ending	2,232,506.05	4,088.07	2,236,594.12
Payroll Account - Wells Fargo Bank Deposits In Transit:	4,903.91	-	4,903.91
Beginning Ending	-	-	<u>.</u>
Outstanding Checks:	_	_	_
Beginning Ending	-	-	-
Subtotal	8,663,388.86	(4,260,420.87)	4,402,967.99
Investments Local Agency Investment Funds Deposits In Transit:	337,148.90	3,804.04	340,952.94
Subtotal	337,148.90	3,804.04	340,952.94
Investments Held With Fiscal Agent			
Debt Service Fund-US Bank-2021A series	684,872.79	2,859.93	687,732.72
Reserve Fund- US Bank 2021A series	523,083.82	2,184.32	525,268.14
Debt Service Fund-US Bank-2021B series	182,750.11	763.14	183,513.25
Reserve Fund -US Bank-20218 series	66,159.70	276,27	66,435.97
Subtotal	1,456,866,42	6,083.66	1,462,950.08
Total Cash and Investments	\$ 10,457,404.18	(4,250,533.17)	\$ 6,206,871.01

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

Mark Cousineau

Mark Cousineau, Treasurer



DATE: October 23, 2024

ITEM NO: 5

PRESENTER: Jeff Barrow, Director of Development

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH MATICH CORPORATION IN AN AMOUNT NOT TO EXCEED \$48,939.68 FOR THE AOA VEHICLE ACCESS ROAD PROJECT; AND APPROVE THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF RETAINED FUNDS FOR THIS CONTRACT; AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL RELATED DOCUMENTS

SUMMARY

Change Order No. 1 addresses the repair of a 12-inch damaged waterline identified during the AOA Vehicle Access Road Project. Additional work includes paving of the Vehicle Service Road, conducting exploratory potholing, and surveying required for proper striping of the Taxiway centerline. These actions are necessary to complete this project in compliance with Federal Aviation Administration (FAA) requirements. Pending approval of Change Order No. 1, the construction contract with Matich Corporation will be complete and staff will file a Notice of Completion and release retained funds to close out this construction contract.

RECOMMENDED ACTION(S)

Approve Change Order No. 1 with Matich Corporation in an amount not to exceed \$48,939.68 for the AOA Vehicle Access Road Project and approve the filing of a Notice of Completion and release of retained funds for this contract; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. In the event that Change Order No. 1 is approved, the new contract amount would be \$1,390,565.68, which would not require an adjustment to the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget for Capital Project FAA2301 - AOA Vehicle Access Road in the amount of \$1,900,000.

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

On December 21, 2023, the San Bernardino International Airport Authority (SBIAA) Commission authorized the award of a contract with Matich Corporation for the AOA Vehicle Access Road Project. This project provided for the reconstruction of an existing gravel service road located within the airfield. Construction activities included excavation, grading, asphalt paving, drainage, fence work, seeding and pavement markings.

This construction contract was primarily funded through a grant awarded to SBIAA, that included: a 90% reimbursement rate of eligible contract costs funded through the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). The remaining 10% of the AIP grant is funded from local sources that includes a 5% match from the California Department of Transportation, Division of Aeronautics, depending on availability.

During the course of construction, there were unforeseen events, namely damage and repair to a 12-inch water line that increased the amount of the contract. Below is the breakdown:

Original Contract Amount: \$ 1,341,626.00
Proposed Change Order No. 1: \$ 48,939.68
Final Contract Amount: \$ 1,390,565.68

Pending approval of Change Order No. 1, the construction contract will be complete. Staff recommends the Commission approve the above recommended action.

Attachments:

- 1. Photos
- 2. Proposed Change Order No. 1





September 24, 2024

San Bernardino International Airport Authority 1601 East Third Street San Bernardino, CA 92408

Attn: Mehrnaz Golzar, PMP

Re: AOA Vehicle Access Road Project Change Order Request Number 001

Dear Mehrnaz:

Matich Corporation respectfully submits this correspondence as a change order request for extra work performed as directed and for bid items that have ran under 100% and exceeded 100% of the original quantity.

Bid Items Under / Over 100%

Item	Description	Quantity	Unit	Price	Extension
5	REMOVE AC 3" - 5"	86.80	SY	\$31.00	\$2,690.80
6	REMOVE 4' VINYL FENCE	-330.00	LF	\$12.00	-\$3,960.00
8	REMOVE PAVEMENT MARKINGS	-1,435.00	SF	\$1.63	-\$2,339.05
9	CLEAR & GRUB	2,896.00	SY	\$1.17	\$3,388.32
11	12" SUBGRADE, SCARIFY & COMPACT	-42.00	SY	\$7.00	-\$294.00
12	8" AB	-42.00	SY	\$12.90	-\$541.80
13	4" AC	-137.74	TON	\$113.00	-\$15,564.62
14	UTILITY LINE CONCRETE PROTECTION	-19.45	CY	\$1,330.00	-\$25,868.50
15	AIRFIELD PAVEMENT MARKINGS	3,396.00	SF	\$2.83	\$9,610.68
17	4' CHAIN LINKFENCE	-35.00	LF	\$76.00	-\$2,660.00
18	12" RCP	-20.00	ĿF	\$480.00	-\$9,600.00
20	HYDROSEEDING	11,873.00	SY	\$0.70	\$8,311.10

TOTAL ITEMS UNDER/ OVER 100%: -\$36,827.07

Matich & O'Duffy

Daily Extra Work Performed as Directed

Į	Item	Description	Quantity	Unit	Price	Extension	_
	4 1	REPAIR 12" WATERLINE	1.00	LS	\$72,464.35	\$72,464.35	
	2	EXPLORATORY POTHOLING AS DIRECTE	1.00	LS	\$4,099.59	\$4,099.59	Matich
	3	PAVEMENT REPAIR AT NEW VSR	1.00	LS	\$5,902.81	\$5,902.81	Calstripe
	4	ADDITIONAL SURVEYWORK	1.00	LS	\$3,300.00	\$3,300.00	Centerline Survey

TOTAL DAILY EXTRA WORK PERFORMED AS DIRECTED \$8

\$85,766.75

The bid item under and over runs reflect a credit to the contract of (\$36,827.07) while the extra work as directed reflects an addition of \$85,766.75. The final change order amount is an addition of \$48,939.68.

All back up data is attached for your review. If you agree with the information presented, please prepare a contract change order in the amount of \$48,939.68.

Please do not hesitate to contact me with any questions or if you would like to discuss this further.

Respectfully,

Matich Corporation

by Jake Reade, Vice President - Operations

Copy: File Bcc:

Attachments: DEWR 001 through 018

Item 1- Repair 1" Waterline

During storm drain installation, contractor encountered an unforeseen waterline at STA 27+58. As a result, the contractor was directed to repair the damaged pipe and protect in place. This condition required additional work, which was not included in the original scope of the contract

Supporting document: RFI's 6,7,9,10.1

Total Price: \$72,464.35 Matich's cost: \$7,671.21

O'Duffy's cost: \$64,793.14

Daily tickets and material/equipment invoices are included

Reviewed by AECOM 9/26/24

Billing Status Report - Prime/Sub Breakdown

Change Order Detail - Job 24-001

Matich Corporation

	DATI	ES		LAST PAYMENT		BILLED			PAID		BALA	NCE	DISPO	SITION VARIAN	ICE	
Billing	Perform	Report	Company	Number Period	Prime	Subcon	Total	Prime	Subcon	Total	Prime	Subcon	Pending	Disputed	Writeoff	NOTES
001		·c	ONTRACT	TOR REPRESENTA	TION - REPA	NR OF 12" V	VATER LINE									
1.0 <i>F</i>	6/25/24	6/28/24	MATICH	Р	395.67		395.67				-395.67		-395.67			
С	ONTRACTOR	REPRESE	NTATION - RE	PAIR OF 12" WATER LINE.												
3.0 <i>F</i>	7/26/24	7/30/24	MATICH	Р	796.24		796.24				-796.24		-796.24			
P.	AVED BACK 1	1 PATCH N	EAR THE TAXI	IWAY / VALVE REPAIR.												
8.0 F	6/25/24	9/19/24	ODUFFY	Р	650.37	6,503.70	7,154.07				-650.37	-6,503.70	-7,154.07			
R	EPAIR 12" W	ATER LINE														
9.0 <i>F</i>	6/26/24	9/19/24	ODUFFY	Р	280.47	2,804.72	3,085.19				-280.47	-2,804.72	-3,085.19			
S	top a leak that	maintenand	ce hd a problem	n with												
10.0 <i>F</i>	6/27/24	9/19/24	ODUFFY	Р	467.90	4,679.04	5,146.94				-467.90	-4,679.04	-5,146.94			
				p worked on maintenance to	turn on 12a" valve	to replace "O										
	7/08/24			Р	178.98	1,789.82	1,968.80				-178.98	-1,789.82	-1,968.80			
				d expose line for repair verifie		d.										
	7/09/24			Р	1,482.44	14,824.36	16,306.80				-1,482.44	-14,824.36	-16,306.80			
				piece 2-12" ford compresor co		alve turning										
	7/11/24			Р	1,013.59	10,135.89	11,149.48				-1,013.59	-10,135.89	-11,149.48			
				and removed concrete.Thrust	•	· ·										
	7/12/24			Р	195.99	1,959.92	2,155.91				-195.99	-1,959.92	-2,155.91			
				DI and valve placed. 8 x 16 s												
	7/17/24			Р	1,266.33	12,663.34	13,929.67				-1,266.33	-12,663.34	-13,929.67			
				Good). Slurry Backfill 1" above	repairs on 12" DI,											
	7/18/24			Р	230.77	2,307.73	2,538.50				-230.77	-2,307.73	-2,538.50			
				paction plus / pulled steel pla												
	7/18/24			Р	251.82	2,518.19	2,770.01				-251.82	-2,518.19	-2,770.01			
		•	•	core in cement to have workin												
	7/19/24			Р	460.64	4,606.43	5,067.07				-460.64	-4,606.43	-5,067.07			
D	elivered parts	for 6" AC C	ap. Waited arou	und for couple hours. Got the	OK to do Line Sto	p while dig										
			001	I	7,671.21	64,793.14	72,464.35				-7,671.21	-64,793.14	-72,464.35			
		_														
002				ORY POTHLING AS	S DIRECTED	٠.										
2.0 F	7/11/24	7/22/24	MATICH	Р	4,099.59		4,099.59				-4,099.59		-4,099.59			
E.	XPLORATOR'	Y POTHOL	ING AS DIREC	TED BY / FLANG AECOM T	O LOCATE WATE	RLINE ATN APPR	OX. STA 39+20									
			002	2	4,099.59		4,099.59				-4,099.59		-4,099.59			

9/24/2024 11:13AM Copyright 1996-2024. Nice Touch Solutions, Inc. Page 1

Billing Status Report - Prime/Sub Breakdown

Change Order Detail - Job 24-001

Matich Corporation

	DAT	ES		LAST PA	YMENT		BILLED			PAID		BALAI	NCE	DISPO	SITION VARIAN	ICE	
Billing	Perform	Report	Company	Number	Period	Prime	Subcon	Total	Prime	Subcon	Total	Prime	Subcon	Pending	Disputed	Writeoff	NOTES
003		• P.	AVEMENT	REPAIR	@ NEW V	'SR											
4.0 F	8/22/24	8/29/24	MATICH		P	5,441.63		5,441.63				-5,441.63		-5,441.63			
G	RIND AND P	JT BACK 4"	OF ASPHALT.	5 x 12' / 2 x 3	30' AREA S.B. <i>A</i>	۸.											
5.0 F	8/21/24	9/05/24	MATICH		P	345.88		345.88				-345.88		-345.88			
N	IOBILIZATION	I- MOVE-IN-	SKIP LOADER	₹													
6.0 F	8/23/24	9/05/24	MATICH		Р	115.30		115.30				-115.30		-115.30			
N	IOBILIZATION	I- MOVE-OL	JT-SKIP LOADE	ER													
			003			5,902.81		5,902.81				-5,902.81		-5,902.81			
004		• A	DDITIONA	L SURVE	EY WORK												
7.0 F	8/05/24	9/05/24	MATICH		P	3,300.00		3,300.00				-3,300.00		-3,300.00			
Д	DDITIONAL S	URVEY 8/5/	/24 & 8/8/24 TC	ADDRESS S	STRIPING												
			004			3,300.00		3,300.00				-3,300.00		-3,300.00			
			Grand To	otals		20,973.61	64,793.14	85,766.75				-20,973.61	-64,793.14	-85,766.75			

DAILY EXTRA WORK REPORT

						V (11)	IXIVITEE	OIV I					
San Bernardi	no Interna	ational Airp	ort Authority	DO 4 D								Change Order	√ 001
Contractor Job:			CLE ACCESS	ROAD								Billing Number	1.0
Work Performed By:			TATION DEDAID O	E (0) 11/1 ====								Report Date	6/28/2024
Description of Work:		JR REPRESENT	TATION - REPAIR O	F 12" WATER	LINE.				Report No			Perform Date	6/25/2024
Labor Charge												Labor Ch	arges
Craft/Level		ee Name			RT Hrs		Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended	RT Labor	0.00
L01 OE OG8	RF De	Toro				2.00			130.070		260.140		
Equipment Ch	arges											OT/DT Labor	260.14
Equipment ID	Class	Make	Model	A1 A2	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended		
E01 7283	TRUCK	T&TT	06-12		2.00			41.960			83.920	Subtotal Labor	260.14
												Subsistence	0.00
												Other Expenses	0.00
												MU 15.00%	
													<u>39.02</u>
												Labor Total	299.16
												Equipment	Charges
												Subtotal	83.92
												MU 15.00%	<u>12.59</u>
i												Equipment Total	96.51
												Mataulal	
												Material C	narges
												Activity Total	395.67
												Work Total	395.67
												Bill Subtotal	395.67
	For O	wner/Residen	nt Engineer's Use	Only			Accepted:						
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LI		-		1011,		-	Customer:	h. 1.		Date:			
Resubn	nittal Ret	urned for Correc	otion Date Receiv	/ed:			Contractor:			Date: 7/2	ohu	BIII Total 🐈	205 67
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		DATE O	F REPOR	_T 6-6	26-24			Contractor	Repre	sentati	o∩ -	Repair o	f 12"	
EQUIPMEN	VT.					LABOR			,		on-Repair of 12" waterline			
						NAME				HC	poly (spectral b. / poly poly poly			
EQP. NO.	MAKE	MODEL	HOURS	RATE	AMOUNT	CRAFT	INT	LAST	REG	RATE	ОТ	RATE	EXTENDED TOTAL	
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DAILY EXTRA WORK REPORT

San Bernardin	o Internati	onal Airport	Authority				AN WARRANT CO.					Change Order	001
Contractor Job: Work Performed By:	24-001 - A0	DA VEHICLE	ACCESS	ROAD								Billing Number	3.0
Description of Work:	Matich Corpoi PAVED BACK 1	ration LPATCH NEAD TH	JE TAVKAV /)	VALVE DEDAID								Report Date	7/30/2024
		TATOTALATT	IL TANIVAT /	VALVE NEPAIR.					Report No			Perform Date	7/26/2024
Labor Charges												Labor Chai	
Craft ID L01 LBR LG4	Employee L Orozco					OT/DT Hrs	Subs Units		OT/DT Rate	Subs Rate	Extended	RT Labor	348.72
LO2 LBR LG4	J Alvare			s	1.00			80.770			80.770	-	
LO3 LBR LG4			· · · · · · · · · · · · · · · · · · ·		1.00			80.770			80.770	OT/DT Labor	0.00
	N Gonza				1.00			80.770			80.770		
L04 OE OF8	M Fonvil	10			1.00			106.410			106.410	Subtotal Labor	348.72
Equipment Cha												Subsistence	0.00
Equipment ID E01 14151	Class		Model	A1 A2	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended	Other Expenses	0.00
	LDRRT		2495		1.00			55.820			55.820	MU 15.00%	<u>52.31</u>
E02 16130	ROVIB		7000		1.00			121.060			121.060	Labor Total	401.03
Material/Specia				e Payment									
Number	Date	Vendor Name ar							Inits	Unit Price	Extended	Equipment C	
M01 72624		Matich Corpor						2.0	000 TON	71.00000	142.00	Subtotal	176.88
M02 72624	7/26/2024	Matich Corpor	ation / HAUL	- 3/4" MATERIA	<u>L</u>			2.0	000 TON	12.39000	24.78	<i>MU</i> 15.00%	<u>26.53</u>
												Equipment Total	203.41
												Material Ch	narges
	•											Subtotal	166.78
												MU 15.00%	<u>25.02</u>
												Material Total	
												Material Fotal	191.80
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i													
	4											Activity Total	796.24
												Work Total	796.24
													- 1
												Bill Subtotal	796.24
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			Sale necel	vou.			Contractor:	XXXX	sh	Date: 9	15/24	Bill Total 🕂	796.24
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		VENDOR			INVOICE NO.	DATE		DESCF	RIPTION		UNITS	UNIT COST OR NET PAY	EXTENDED TOTAL
	Mat	rich (R	ralto pla	x+)		7-26-2		3/4" Sp. 7			Z tuns	NET PAY	TOTAL
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MATICH ORDER FORM

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DAILY EXTRA WORK REPORT Sub: ODUFFY Biil: \$6,503.70 San Bernardino International Airport Authority Change Order 001 24-001 - AOA VEHICLE ACCESS ROAD Contractor Job: Billing Number 8.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/19/2024 Description of Work: REPAIR 12" WATER LINE Perform Date 6/25/2024 Report No. Labor Charges **Labor Charges** Craft/Level Employee Name RT Hrs OT/DT Hrs 1,588.32 Subs Units RT Labor RT Rate OT/DT Rate Subs Rate Extended L01 OE D JORDAN 6.00 2.50 104.040 140.140 974,590 LO2 LBR D Sanders 6.00 2.50 78,140 105,120 731.640 OT/DT Labor 892,45 LO3 LBR J Vidaurri 6.00 2.50 82.540 111,720 774,540 Material/Specialist Work/Lump Sum or Unit Price Payment Subtotal Labor 2,480.77 Number Date Vendor Name and Description Units Unit Price Extended Subsistence 0.00 M01 2030753 6/25/2024 Yo Fire / Ss Rep Clamp 1.000 LS 355,58000 355.58 Other Expenses 0.00 M02 1 6/25/2024 ODUFFY / CREW TRUCK 12-20 F-350 6.000 HR 223.14 37,19000 ΜU 15.00% 372,12 M03 1 6/25/2024 O'DUFFY / CREW TRUCK -12-20 F-350 6,000 EA 37.19000 223.14 Labor Total 2,852,89 M04 1 O'DUFFY / 2310M - DOOSAN 250 LOADER 6/25/2024 6,000 LS 160.58000 963.48 M05 1 6/25/2024 O'DUFFY / 335-324 CAT EXCAVATOR **Equipment Charges** 6.000 EA 124,48000 746.88 M06 1 6/25/2024 O'DUFFY / 22-27 WATER TRUCK 6.000 Ls 110.40000 662.40 **Material Charges** 3,174.62 Subtotal MU 15.00% 476.19 3,650.81 Material Total 6,503.70 Activity Total Work Total 6,503.70 Subcontract Markup MU 10.00% 650.37 Bill Subtotal 7,154.07 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer: Date. Resubmittal Returned for Correction Date Received: Contract Bill Total 👍 7.154.07 NTS Universal Bill Form

Contracting 25/	O'DUREY CONSTRUCTION LICENSE # 647025 DAILY EXTRA WORK REPORT T	24034 Gumher Fid. Romaiand, CA 92585
WORK PERFORMED BY A 12 Div. 11.7 DESCRIPTION OF WORK 200316 2 1 Reports	DATE OF HEFORT 1/	AMOUNT AUTHORIZED \$
The state of the s	APRIL MATERIAL PRIL LABOR	CONTRACTOR JOB NO. CONTRACTOR REPORT NO. POURS: HOURLY EXTENSED ANTE AMOUNT
Walt Park Walter & S.	Davet Sand	
1 30 (a 10 a 2		199 b
		Pico Pico Pico Pico Pico Pico Pico Pico
MATERIAL WORK CONF. BY SPECIALLY DESCRIPTION: NO. LINET UNIT	COST LABOR BURCHARGE (SEE SPECIAL PROVI	SVOHO).
- (10 Ve)	SUBSISTENCE	NO 65
TOAL COST OF EQUIPMENT, MATERIALS AND WORK		TOTAL COST OF LABOR A
CONHACTOR'S HEPHESENTATIVE.	% MARKUP ON LABOR COST (SEE CONTRACT) % MARKUP ON EQUIPMENT, MATERIAL AND WORK COST	(A)
Opportuguesteria ()	Check box if agreement will be for hours of labor, equipment and material	SUB TOTAL THIS REPORT BOND COST %
	injust box if work to in accordance with Subsection 3.6, "Disputed Works of the SSPWC.	TOTAL THIS REPORT



Page 1/1

O'DUFFY BROS INC. 29254 DUFFY STREET ROMOLAND CA 92585 Ship To
W/C BLOOMINGTON
JOB: SAN BERNARDINO AUTO
PS 180180

Customer# 0056755	Order Date 06/25/2024	Sales Order # 2030753	Buyer	Customer PIO # SAN BERNRDENO	Ship Via Salesman
Invoice#	Invoice Date	Ship Date	Freight Ferms	Job Number	Terms
2030753	07/02/2024	06/25/24	PREPAID& A	DD SAN BERNARDIN	O NET 30 DAYS

		ONTY SHIP		PRODUCT NUMBER DESCRIPTION		NET PRICE	EXTENSION
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And the second s	NEW OFFICE HOURS WILL BE 6:00 AM - 4:00 PM STARTING ON SEPTEMBER 5TH 2023
	Terms and Conditions can be found at: www.yofire.com/terms-and-conditions

Merchandise	330.00)
Freight	0.00[
Misc Charges	0.00
Sub Țotal	330.00
Taxable	330.00
Tax (019)	25.58
TOTAL	\$355.58

Customer Copy

Fay By 08/01/2024

Writer: JH

DAILY EXTRA WORK REPORT Sub: ODUFFY \$2,804.72 San Bernardino International Airport Authority Change Order 001 24-001 - AOA VEHÍCLE ACCESS ROAD Contractor Job: Billing Number 9.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/19/2024 6/26/2024 Description of Work: Stop a leak that maintenance hd a problem with Report No. Perform Date **Labor Charges** Labor Charges RT Labor 0.00 Craft/Level Employee Name RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate Extended LO1 OE K Claveau 4.00 140.140 560.560 LO2 OE K Claveau 3.00 176,240 528.720 2,178.56 OT/DT Labor LO3 OE D Jordan 4.00 140,140 560,560 L04 OE D Jordan 3.00 176.240 528.720 2,178.56 Subtotal Labor Material/Specialist Work/Lump Sum or Unit Price Payment 0.00 Subsistence Number Date Vendor Name and Description Units **Unit Price** Extended 0.00 Other Expenses M01 2 6/26/2024 O'DUFFY / 12-20 CREW TRUCK F-350 7.000 EA 37,19000 260.33 MU 15,00% 326.78 2,505,34 Labor Total **Equipment Charges Material Charges** 260.33 Subtotal 39.05 MU 15.00% 299.38 Material Total Activity Total 2,804.72 2,804.72 Work Total **Subcontract Markup** MU 10.00% 280.47 Bill Subtotal 3,085.19 Accepted: For Owner/Resident Engineer's Use Only New Bill Approved for Payment Date of Action: Customer: Date: Resubmittal Returned for Correction Date Received: Contractor. 3,085.19 Bill Total +

NTS Universal Bill Form

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		DAIL	<u>Y EXTRA WO</u>	RK REP	ORT		Su	b: ODUFFY Bill:	\$4,679.04
San Bernardin	o Internatio	onal Airport Authority		5			2 - 1 - 10 - 20 - 20 - 20 - 20 - 20 - 20	Change Order	001
		DA VEHÍCLE ACCESS ROAD						Billing Number Report Date	10.0 9/19/2024
		NSTRUCTION (For Matlch Corporation) blg 2" gas water trashpump worked on maintenanc	ce to turn on 12a" valve to	replace "O" rin	g per Mac.			Perform Date	6/27/2024
Labor Charges	}							Labor Cha	
Craft/Level	Employee	Name	RT Hrs OT/DT Hrs	Subs Units	RT Rate OT/DT Rate	Subs Rate	Extended	RT Labor	1,375.40
L01 OE	D Jordan	1	7.00		104.040		728.280		
L02 GLZR	J Vidaurr	i	5.00		82.540		412.700	OT/DT Labor	0.00
L03 LBR	D Sander	rs	3.00		78.140		234.420		
Material/Specia	alist Work/L	Lump Sum or Unit Price Payment	t					Subtotal Labor	1,375.40
Number	Date	Vendor Name and Description			Units	Unit Price	Extended	Subsistence	0.00
M01 2030754		Yo Fire / "O" Ring For 12" Valve			1.000 LS	2,433.00000	2,433.00	Other Expenses	0.00
M02 3	6/27/2024	O'DUFFY / 12-20 CREW TRUCK F-350			7.000 EA	37.19000	260.33	MU 15.00%	<u>206.31</u>
								Labor Total	1,581.71
								Equipment (Charges
								Material Cl	harges
								Subtotal	2,693.33
								MU 15.00%	<u>404.00</u>
								Material Total	3,097.33
•								11100124 7 0124	0,007100
								Activity Total	4,679.04
								Activity rotal	4,079.04
								Work Total	4,679.04
								Subcontract MU 10.00%	t Markup 467.90
								Bill Subtotal	5,146.94
	For Ow	ner/Resident Engineer's Use Only		Accepted:	^				
New Bi	II Appro	oved for Payment Date of Action:		Customer:		Date:	, ,		
Resubr	nittal Retur	rned for Correction Date Received:		Contractor:	Melle	Date:	24/24	Bill Total +	5,146.94
NTS Universal Bill Fo	rm	and the state of t		7	7		77	Page 1	www.ewbills.com

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Page 1/1

Sold To
O'DUFFY BROS INC.
29254 DUFFY STREET
ROMOLAND CA 92585

W/C BLOOMINGTON

JOB: SAN BERNARDING AUTO

PS 180169

Customer#	LOrder Date Sales (rder#Briver	Customer PID #	I Shin Via
0056755	06/26/2024 203	754	SAN BERNARDINO	AW/C BLOOMING DH
Invoice#	Invoice Date Ship D	te Ereight Terms	Job Number	Lerms
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i national distance			No.					
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2	l.		1]	100359400	4º ŠS PROBE SŠP-400	EA EA	85.00	\$85.00
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4	ı	•	1	097024942	1 5/16 WRIGHT DEEP IMPACT	EA.	34,00	\$34.00
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6	1		1	097024940	1-1/4 WRIGHT DEEP IMPACT SOCKET 1/2 DR	EA.	34.00	\$34.00
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NEW OFFICE HOURS WILL BE 6-00 AM - 4-00 PM STARTING ON SEPTEMBER 5TH 2023	Merchandise Freight	2,258.00 0.00
operated the property of the p	Misc Charges Sub Total Taxable	0.00 2,258.00 2,258.00
Terms and Conditions can be found at: www.yofire.com/terms-and-conditions	Tax (019)	175.00 \$2,433.00

Customer Copy

Pay By 08/01/2024

Writer: Ji

				DAILY	Y EXTRA WO	RK REP	ORT		Su	b: ODUFFY Bill:	\$1,789.8
Contracto Work Per	or Job: 24-(formed By: O'DL	001 - AO JFFY CON	ISTRUCTION (For	uthority CCESS ROAD r Matich Corporation) g and expose line for repair veri	ified shut off was good.		Report No.			Change Order Billing Number Report Date Perform Date	001 11.0 9/20/2024 7/08/2024
Lahor	Charges						eren er en en bestem stille stille stille er			Labor Cha	raes
	L/Level	Employee I	Vame		RT Hrs OT/DT Hrs	Subs Units	RT Rate OT/DT Rate	Subs Rate	Extended	RT Labor	901.59
LO1 OE		D Jordan	TOTAL		3.00	- Gazo Cinto	108.280	oudo Hato	324.840		
L02 LBF	3	J. Vidaurr	i	· · · · · · · · · · · · · · · · · · ·	3.00	************************	83.970		251.910	OT/DT Labor	0.00
L03 OE		C Limon	-		3.00		108.280		324.840		0.00
Materia	al/Specialist	Work/L	ump Sum or	Unit Price Payment						Subtotal Labor	901.59
Num	•	Date	Vendor Name and I	_			Units	Unit Price	Extended	Subsistence	0.00
M01 4			O'Duffy / 12-20 C		PVINT		3.000 HR	37.19000	111.57	Other Expenses	0.00
M02 4	7	7/08/2024	O'Duffy / 12-20 C	Prew Truck F-350			3,000 HR	37.19000	111.57	MU 15.00%	135.24
M03 4	7	7/08/2024	O'Duffy / 324 Ca	t Excavator			3.000 HR	124.48000	373.44	-	
M04 4	7	7/08/2024	Yo Fire / 12 X 18	CL350 DI Pipe W/GSt			1.000 LS	58.19000	58.19	Labor Total	1,036.83
										Material Cl Subtotal <i>MU</i> 15.00% Material Total	harges 654.77 <u>98.22</u> 752.99
										Activity Total	1,789.82
										Work Total	1,789.82
										Subcontract MU 10.00%	Markup 178.98
										Bill Subtotal	1,968.80
		For Own	er/Resident Eng	ineer's Use Only		Accepted:					
	New Bill		ved for Payment	Date of Action:		Customer:	A A	Date:	,		
	Resubmittal		ned for Correction	Date Received:		Contractor:	Alle	Date: A	lyhy	Bill Total →	1,968.80

NTS Universal Bill Form

www.ewbills.com

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Remit-To Address: 11120 Western Ave. Stanton, GA 90680

Page 1/1

Sold To O'DUFFY BROS INC.
29254 DUFFY STREET
ROMOLAND CA 92585

W/C BLOOMINGTON
JOB: SAN BERNARDINO AIRPORT
PS 180258

Gustomer#	Order Date	Sales Order #	Büyer	Customer PIO # SAN BERNARDINO	Ship Via	Salesman DH
Invoice#	Invoice Date	Ship Date	Freight Terms	Job Number	Terns	, <u>, , , , , , , , , , , , , , , , , , </u>
2031080	07/15/2024	07/08/24	PREPAID& ADD	SAN BERNARDINO	NET 30 DAYS	

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1	18	18	00291120	12 X 15 CL350 DI PIPE TU W/	FT	53.00	\$954.00
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	NEW OFFICE HOURS WILL BE 6-00 AM - 4-00 PM STARTING ON SEPTEMBER 5TH 2023	Merchandise Freight Misc Charges Sub Total	54.00 0.00 0.00 54.00
in the second se	Terms and Conditions can be found at: www.yofire.com/terms-and-conditions	Taxable Tax (019) TOTAL	54.00 4.19 \$58.19

Customer Copy

Pay By 08/14/2024

Writer: PC

DAILY EXTRA WORK REPORT Sub: ODUFFY \$14,824.36 Bill: San Bernardino International Airport Authority Change Order 001 Billing Number Contractor Job: 24-001 - AOA VEHICLE ACCESS ROAD 12.0 9/20/2024 Report Date Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) 7/09/2024 Perform Date Description of Work: Cut 12" Di out 41" and replaced with new piece 2-12" ford compresor coupling. The back valve turning on water to check for leaks. **Labor Charges** Labor Charges RT Labor 3,512.88 Craft/Level Employee Name RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate Extended LO1 OE D Jorand 866.240 8.00 108.280 LO2 LBR J Virdaurri 8.00 83.970 671,760 0.00 OT/DT Labor LO3 OE C Limon 8.00 108.280 866.240 454,480 L04 CPTAP D Hernandez 8.00 56.810 3,512.88 Subtotal Labor 81.770 654.160 LOS LBR D Sander 8.00 0.00 Subsistence Material/Specialist Work/Lump Sum or Unit Price Payment 0.00 Other Expenses Number Date Vendor Name and Description Units Unit Price Extended MU 15.00% 526.93 M01 5 7/09/2024 O'Duffy / 12-20 Crew Truck F-350 8,000 HR 37.19000 297.52 4.039.81 Labor Total M02 5 7/09/2024 O'Duffy / 12-20 Crew Truck F-350 8.000 HR 37,19000 297.52 **Equipment Charges** 7/09/2024 O'Duffy / 2310M -Doosan 250 Loader 8.000 HR M03 5 160,58000 1,284,64 O'Duffy / 335 - 324 Cat Excavator M04 5 7/09/2024 8,000 HR 124.48000 995.84 M05 5 7/09/2024 O'Duffy / 22-24 Water Truck 8.000 HR 110.40000 883.20 M06 5 7/09/2024 O'Duffy / 2" Trash Pump 8.000 HR 23.93000 191,44 7/09/2024 Yo Fire / 12x2 -0 FLGXPE DI Spool, 12 FLG X FLG RW 1,000 LS M07 5 5,427.71 5,427,71000 **Material Charges** 9,377.87 Subtotal MU 15.00% 1,406.68 Material Total 10,784.55 Activity Total 14,824.36 Work Total 14,824.36 **Subcontract Markup** 10.00% 1,482,44 MU 16,306.80 Bill Subtotal

For Owner/Resident Engineer's Use Only

New Bill Approved for Payment Date of Action:

Resulbmittal Returned for Correction Date Received:

Contractor:

Date: 9/14

9/24/24

Bill Total + 16,306.80

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Remit-To Address: 11120 Western Ave. Stanton, CA 90680

Page 1/1

Sold To
O'DUFFY BROS INC.
29254 DUFFY STREET
ROMOLAND CA 92585

Ship To

DELIVERED TO: O'DUFFY BROS INC

ATT: DARREL: 951-458-3831

JOB: 531

249 S LELAND NORTON WAY

ROMOLAND CA 92585

Customer #	Order Gate	Sales Order #	Buyer	Customer PIO#	Ship Via	Salesman
0056755	07/09/2024	2030954	.	531- LELAND NO	R‡O/T DELIVERY	DH
Invoice#	Invoice Date	Ship Date	Ereight Terms	Job Number	Jerns	
2030954	07/15/2024	07/09/24	PREPAID& ADD	531- LELAND NO	R NET 30 DAYS	

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<u> </u>	management of the second secon		<u></u>
	NEW OFFICE HOURS WILL BE 6:00 AM - 4:00 PM STARTING ON SEPTEMBER 5TH 2023	Merchandise Freight Misc Charges Sub Total	4,991.00 0.00 0.00 4,991.00
	Terms and Conditions can be found at: www.yofire.com/berms-and-conditions	Taxable Tax (162) TOTAL	4,991.00 436.71 \$5,427.71

Customer Copy

Pay By 08/14/2024

Writer: Ji

DAILY EXTRA WORK REPORT Sub: ODUFFY \$10,135,89 San Bernardino International Airport Authority Change Order 001 Contractor Job: 24-001 - AOA VEHICLE ACCESS ROAD Billing Number 13.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 Description of Work: Dug and exposed 12" DI near Taxiway C and removed concrete. Thrust Black and Tee per aron. Repaired with new in line Gate valve & couplings. Perform Date 7/11/2024 Labor Charges **Labor Charges** Craft/Level Employee Name RT Labor 3,512.88 RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate Extended D Jordan LO1 OE 8.00 1.00 108.280 145.820 1,012.060 L02 LBR J Vidaurri 8.00 83.970 671.760 OT/DT Labor 145.82 LO3 OF C Limon 8.00 108,280 866,240 LO4 CPTAP D Hernandez 8.00 56.810 454.480 Subtotal Labor 3,658,70 LOS LBR D Sanders 8.00 81,770 654.160 Subsistence 0,00 Material/Specialist Work/Lump Sum or Unit Price Payment Other Expenses 0.00 Number Date Vendor Name and Description Units Unit Price Extended MU 15.00% 548.81 M01 6 7/11/2024 O'Duffy / 12-20 Crew Truck F-350 8.000 HR 37.19000 297.52 Labor Total 4,207,51 M02 6 7/11/2024 O'Duffy / 12-20 Crew Truck F-350 8.000 HR 37.19000 297.52 M03 6 7/11/2024 O'Duffy / 2310M - Doosan 250 Loader **Equipment Charges** 8.000 HR 160.58000 1,284.64 M04 6 7/11/2024 O'Duffy / 335 324 Cat Excavator 8.000 HR 124,48000 995.84 M05 6 7/11/2024 O'Duffy / 22-27 Water Truck 8.000 HR 110,40000 883.20 M06 6 7/11/2024 O'Duffy / Pump 8.000 HR 23.93000 191.44 M07 6 7/11/2024 Yo-Fire / 12 - FC2W Ultra-Flex Coup 1,000 LS 1,204.95000 1,204.95 **Material Charges** 5,155.11 Subtotal 773.27 MU 15.00% 5.928.38 Material Total Activity Total 10.135.89 Work Total 10,135.89 **Subcontract Markup** MU 10.00% 1.013.59 11,149.48 Bill Subtotal For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer, Date: Resubmittal Returned for Correction Date Received: Contracto Bill Total NTS Universal Bill Form

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Remit-To Address: 11120 Western Ave. Stanton, CA 90680

Page 1/1

O'DUFFY BROS INC. 29254 DUFFY STREET ROMOLAND CA 92585 Ship To

DELIVERED TO: O'DUFFY BROS INC

ATT: DARREL:951-458-3831

JOB: 531

249 S. LELAND NORTON WAY

ROMOLAND CA 92585

Customer #	Order Date	Sales Order#	8wa	Costomer P(0.#	Ship Via	Salesman
0056755	07/10/2024	2030982	The second secon	531 - AOA VEHIC	O/T DELIVERY	DH
Invoice#	Invoice Date	Ship Date	Freight Terms	Job Number	Terms	<u> </u>
2030982B	07/17/2024	07/11/24	PREPAID& ADD	531 AOA SB	NET 30 DAYS	

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Customer Copy

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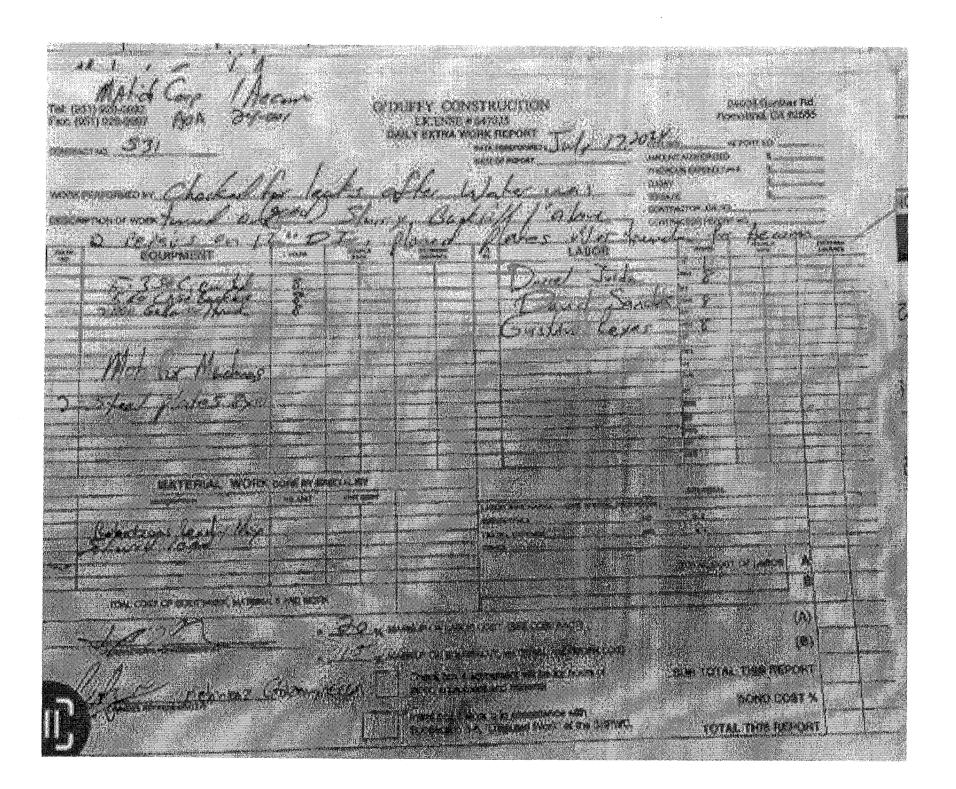
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DAILY EXTRA WORK REPORT Sub: ODUFFY \$1,959.92 San Bernardino International Airport Authority Change Order 001 24-001 - AOA VEHICLE ACCESS ROAD Contractor Job: Billing Number 14.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 Description of Work: Wrapped plastic around both repaired 12" DI and valve placed. 8 x 16 steel plates back. Perform Date Report No. 7/12/2024 **Labor Charges** Labor Charges Craft/Level Employee Name RT Hrs OT/DT Hrs Subs Units RT Labor RT Rate OT/DT Rate 764.60 Subs Rate Extended L01 OE D Jordan 2.00 108,280 216.560 LO2 LBR J Vidaurri 2.00 83.970 167.940 OT/DT Labor 0.00 LO3 OE C Limon 2.00 108.280 216.560 LO4 LBR D Sanders 2.00 81.770 163,540 Subtotal Labor 764.60 Material/Specialist Work/Lump Sum or Unit Price Payment Subsistence 0.00 Number Date Vendor Name and Description Units **Unit Price** Extended Other Expenses 0.00 M01 7 7/12/2024 O'Duffy / 12-20 Crew Truck F-350 2,000 HR 37,19000 74.38 MU 15.00% 114.69 M02 7 7/12/2024 O'Duffy / 12-20 Crew Truck F-350 2.000 HR 37,19000 74.38 M03 7 Labor Total 879.29 7/12/2024 O'Duffy / 2310M - Doosan 250 Loader 2.000 HR 160.58000 321.16 M04 7 7/12/2024 O'Duffy / 335- 324 Cat Excavator 2.000 HR 124,48000 **Equipment Charges** 248,96 M05 7 7/12/2024 O'Duffy / 22-27 Water Truck 2,000 HR 110.40000 220.80 **Material Charges** 939.68 Subtotal 15.00% 140.95 Material Total 1,080.63 Activity Total 1,959.92 Work Total 1,959.92 **Subcontract Markup** MU 10.00% 195.99 Bill Subtotal 2,155.91 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer: Date: Resubmittal Returned for Correction Date Received: Contractor Bill Total + 2.155.91 NTS Universal Bill Form

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DAILY EXTRA WORK REPORT Sub: ODUFFY BIII: \$12,663.34 San Bernardino International Airport Authority Change Order 001 24-001 - AOA VEHICLE ACCESS ROAD Contractor Job: Billing Number 15.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 Perform Date Description of Work: Checked for leaks after water turned on (Good). Slurry Backfill 1" above repairs on 12" DI, placed plates. 7/17/2024 Report No. **Labor Charges** Labor Charges Craft/Level RT Labor 2,174.56 Employee Name RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate Extended LO1 OE D Jordan 1.00 8.00 145.820 108,280 1,012.060 LO2 LBR G Rayas 8.00 81.770 654.160 145.82 OT/DT Labor LO3 LBR D Sanders 8.00 81.770 654,160 Material/Specialist Work/Lump Sum or Unit Price Payment 2,320,38 Subtotal Labor Number Date Vendor Name and Description Units Unit Price Extended 0.00 Subsistence M01 8 7/17/2024 O'Duffy / 12-20 Crew Truck F-350 8.000 HR 37.19000 297.52 Other Expenses 0.00 M02 8 7/17/2024 O'Duffy / 1869E - 450E Cat Backhoe 8.000 HR 82,27000 658.16 MU 15.00% 348.06 M03 8 7/17/2024 O'Duffy / 22-27- Water Truck 8,000 HR 110,40000 883.20 2,668,44 Labor Total M04 496163 7/17/2024 Robewrtson's / Slurry 1.000 Ls 1.424.63000 1,424.63 M05 2031144 7/17/2024 Yo Fire / 12 X2-0 FLGXPE DI Spool, 12 FLG X FLG R **Equipment Charges** 1,000 LS 5,427.71000 5,427,71 **Material Charges** 8,691.22 Subtotal 15.00% 1,303.68 MU Material Total 9,994.90 **Activity Total** 12,663.34 12,663.34 Work Total **Subcontract Markup** MU 10.00% 1,266,33 Bill Subtotal 13,929.67 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer. Date: Resubmittal Returned for Correction Date Received: Contractor 13.929.67 Bill Total

NTS Universal Bill Form



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ROCK • SAND • BASE MATERIALS READY MIX CONCRETE (951) 685-2200 • (800) 834-7557 FED. I.D. #33-0491865

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O'DUFFY CONSTRUCTION 24034 GUNTHER RD.

CA 92585

REMITTO: P.O. BOX 3600 CORONA, CA 92878

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249 S LELAND NORTON WAY

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www.yofire.com/teras-end-conditions	TOTAL	\$5,427,71

Customer Copy

Pay By 08/16/2024

Writer: LA

DAILY EXTRA WORK REPORT Sub: ODUFFY \$2,307.73 Bill: San Bernardino International Airport Authority 001 Change Order Contractor Job: 24-001 - AOA VEHICLE ACCESS ROAD Billing Number 16.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 7/18/2024 Description of Work: Backfill the two 12" DI repairs to 95% compaction plus / pulled steel plates & hauled off, Perform Date Report No. **Labor Charges** Labor Charges RT Labor 1,087.28 Craft/Level **Employee Name** Extended RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate LO1 OE D Jordan 4.00 108.280 433.120 LO2 LBR G Rayas 4.00 81.770 327.080 0.00 OT/DT Labor LO3 LBR D Sanders 4.00 81.770 327.080 Material/Specialist Work/Lump Sum or Unit Price Payment 1,087.28 Subtotal Labor Number Date Vendor Name and Description Units **Unit Price** Extended 0.00 Subsistence M01 g 7/18/2024 O'Duffy / 12-20 Crew Truck F-350 4,000 HR 37.19000 148.76 0.00 Other Expenses M02 9 7/18/2024 O'Duffy / 1869E - 450E Cat Backhoe 4.000 HR 82,27000 329.08 MU 15.00% 163.09 7/18/2024 O'Duffy / 22-27 Water Truck M03 g 4.000 HR 110.40000 441.60 1.250.37 Labor Total **Equipment Charges Material Charges** 919.44 Subtotal 137.92 MU 15.00% Material Total 1,057.36 Activity Total 2,307.73 2,307.73 Work Total **Subcontract Markup** MU 10.00% 230.77 Bill Subtotal 2,538.50 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer: Date: Returned for Correction Resubmittal Date Received: Contractor 2,538.50 Bill Total +

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DAILY EXTRA WORK REPORT Sub: ODUFFY \$2,518.19 San Bernardino International Airport Authority Change Order 001 Contractor Job: 24-001 - AOA VEHICLE ACCESS ROAD Billing Number 17.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 Description of Work: Exposed 6" AC hydrant bury. Saw Cut 6" core in cement to have working room. Pick up all machines to be to cap/Blow off install. Perform Date 7/18/2024 **Labor Charges Labor Charges** Craft/Level Employee Name RT Labor 1,087.28 RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Subs Rate Extended LO1 OE D Jordan 4.00 1.00 108.280 145.820 578,940 LO2 LBR G Ravas 4.00 81,770 327.080 OT/DT Labor 145.82 LO3 LBR D Sanders 4.00 81.770 327.080 Material/Specialist Work/Lump Sum or Unit Price Payment 1,233.10 Subtotal Labor Vendor Name and Description Units Unit Price Extended 0.00 Subsistence M01 10 7/18/2024 O'Duffy / 12-20 Crew Truck F-350 5.000 HR 37.19000 185,95 0.00 Other Expenses M02 10 7/18/2024 O'Duffy / 1869E - 450E Cat Backhoe 82,270 HR 4.00000 329.08 15.00% 184.97 M03 10 7/18/2024 O'Duffy / 22-27 Water Truck 4.000 HR 441.60 110,40000 Labor Total 1,418.07 **Equipment Charges Material Charges** 956.63 Subtotal MU 15.00% 143.49 Material Total 1,100.12 **Activity Total** 2,518.19 Work Total 2,518,19 Subcontract Markup MU 10.00% 251.82 Bill Subtotal 2,770.01 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer: Date: Resubmittal Returned for Correction Date Received: Contracto 2,770,01 Bill Total NTS Universal Bill Form

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\$63,423.35	Previous Expenditure
\$2,842,37	Amount Today
\$66,265.72	Amount To Date
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22-27	WATER TRUCK	4,0	\$110,40	\$441.60		OT#			
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	MATERIAL AND/OR W	ORK DON	BY SPECIALIST	5				<u> </u>	
	DESCRIPTION	No. Unit	Unit Cost	Total Cost	1			Labor Subtotal =	\$1,515.0
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DAILY EXTRA WORK REPORT Sub: ODUFFY Bill: \$4,606.43 San Bernardino International Airport Authority Change Order 001 Contractor Job: 24-001 - AOA VEHICLE ACCESS ROAD Billing Number 18.0 Work Performed By: O'DUFFY CONSTRUCTION (For Matich Corporation) Report Date 9/20/2024 Description of Work: Delivered parts for 6" AC Cap. Waited around for couple hours. Got the OK to do Line Stop while digging pit we found valve for hydrant bury 7/19/2024 Perform Date Labor Charges **Labor Charges** Craft/Level RT Labor 1,520.40 Employee Name RT Hrs OT/DT Hrs Subs Units RT Rate OT/DT Rate Extended Subs Rate L01 OE D Jordan 8.00 2.00 108,280 145.820 1,157.880 L02 LBR D Sanders 8.00 1.00 81.770 110,130 764.290 401.77 OT/DT Labor Material/Specialist Work/Lump Sum or Unit Price Payment Number Date Vendor Name and Description Unl<u>ts</u> Unit Price Extended 1,922.17 Subtotal Labor M01 11 7/19/2024 O'Duffy / 12-20 Crew Truck F-350 37.190 HR 10.00000 371.90 Subsistence 0.00 M02 11 7/19/2024 O'Duffy / 1869E - 450E Cat Backhoe 8.000 HR 82.27000 658.16 0.00 Other Expenses M03 11 7/19/2024 O'Duffy / 45-65 Concrete/Asphalt Saw 8.000 HR 21,27000 170.16 MU 15.00% 288,33 M04 11 7/19/2024 O'Duffy / 22-27 Water Truck 8.000 HR 110.40000 883.20 2.210.50 Labor Total **Equipment Charges Material Charges** 2,083.42 Subtotal 312.51 MU 15.00% 2,395.93 Material Total Activity Total 4,606.43 Work Total 4,606.43 **Subcontract Markup** 10.00% 460.64 MU Bill Subtotal 5.067.07 For Owner/Resident Engineer's Use Only Accepted: New Bill Approved for Payment Date of Action: Customer: Date: Resubmittal Returned for Correction Date Received: AM Contracto Bill Total + 5.067.07

NTS Universal Bill Form

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Item 2- Exploratory Potholing

An unforeseen hydrant flange was uncovered during excavation at STA 39+20. The contractor was directed to perform additional potholing to locate the pipe.

Total Price: \$4,099.50

Supporting document: RFI 9, 10.1

Daily tickets are included

Reviewed by AECOM 9/26/24

DAILY EXTRA WORK REPORT

San Bernardine	Internation	nal Airport A	Authority	\								Change Order	002
Work Performed By: N		DA VEHĪCLE A	ACCESS RC	AD								Billing Number	2.0
Description of Work: E			NDECTED BY / E	LANO AE	COMTOLOGAT	T 14/47FD1	INIT ATNI ADDI	DOV OTA GO	000			Report Date Perform Date	7/22/2024
	- CONTATORY	TOTTOLING AS D	SINCOTED B171	LANG AE	COW TO LOCAT	EWATERL	INE ATN APP	HOX. STA 39	+20Report No				7/11/2024
Labor Charges												Labor Cha	
Craft ID	Employee					OT/DT Hrs	Subs Units		OT/DT Rate	Subs Rate	Extended	RT Labor	1,346.06
L01 OE OF10	RF Del To				2.00			106.550			213.100		
L02 LBR LG4	M Carran				8.00	0.50		80.770	105.590		698.955	OT/DT Labor	52.80
LO3 LBRAP LA6	J Escobe	do			8.00			60.850			486.800		
Equipment Cha	-											Subtotal Labor	1,398.86
Equipment ID				A1 A2	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended	Subsistence	0.00
E01 7283			6-12		2.00			41.960			83.920	Other Expenses	0.00
E02 7301)-28		8.00			57.260			458.080	MU 15.00%	209.83
Material/Specia				Payme	nt							Labor Total	1,608.69
Number	Date 7/11/0004	Vendor Name and			I CONTRACTOR OF THE PARTY OF TH				nits	Unit Price	Extended		
M01 32020	7/11/2024	Hixson Backhoo	e Service Inc /	680 BAC	KHOE W/OPE	RATOR		8.0	000 HR	203.00000	1,624.00	Equipment	
												Subtotal	542.00
												<i>ми</i> 15.00%	<u>81.30</u>
												Equipment Total	623.30
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												Subtotal	1,624.00
												MU 15.00%	<u>243.60</u>
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												Activity Total	4,099.59
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HIXSON BACKHOE SERVICE INC CSLB #956710 * SB(Micro) PO BOX 715 MURRIETA, CA 92564-0715



INVOICE

DATE	INVOICE NO.
7/13/2024	32020

BILL TO		JOB LOCATION
	2	San Bernardino Airport 294 S. Leland Norton Way San Bernardino, CA 92408 DIR# 521513
3	L CORP	

		P.O. NO.	TERMS		JOB#
			30 days	2	24-001
DATE	DESCRIPTION	TICKET#	HOURS	RATE	AMOUNT
7/9/2024	Move Charge	10374		650.00	650.00
7/9/2024	580 Backhoe W/Operator	10374	8	203.00	1,624.00
7/10/2024	580 Backhoe W/Operator	10374	7	203.00	1,421.00
7/10/2024	580 Backhoe W/Wheel	10374	1	248.00	248.00
7/11/2024	580 Backhoe W/Operator	10375	8	203.00	1,624.00
7/12/2024	580 Backhoe W/Operator	10375	6	203.00	1,218.00
7/12/2024	580 Backhoe W/Wheel	10375	1	248.00	248.00
7/12/2024	580 Backhoe W/Breaker	10375	1	283.00	283.00
	24-001 25 14-1 \(\text{\tin\text{\t				
Certified P	ayroll - Submitted on CA DIR eCPR	- Thank You	To	otal	\$7,316.00

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2-24	6	580 #1				
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24		580 HT	w/	BREAKER	<u> </u>	

Item 3- Pavement repair at the new VSR

The pavement within the project scope was found to be damaged. As a result, additional repairs were required at the new VSR.

Total Price: \$5,441.63

Supporting document: Attached email including direction to Matich on 8/24/24

Daily tickets are included

Reviewed by AECOM 9/26/24

Golzar, Mehrnaz

From: Golzar, Mehrnaz

Sent: Wednesday, August 14, 2024 9:17 AM **To:** Kelly Koleszar; Michaelangelo Alvarez

Cc: Robert Del Toro; Jake Reade; Cole Costa; Diep, Henry

Subject: FW: New VSR - Concrete to Asphalt transition

Attachments: SBD AOA Service Road_Pavement Repair_AC to PCC Ramp Joint.pdf; PCC to PCC Ramp

joint.pdf

Good Morning Michaelangelo,

Please see attached for the pavement repair on the VSR AC to PCC ramp joint. We also need to patch the PCC to PCC per Mark's request.

If you have any questions, please let me know.

Thank you,

Mehrnaz Golzar, PMP Project Manager, AECOM M 480-721-4951 mehrnaz.golzar@aecom.com

AECOM

aecom.com

Delivering a better world

From: Golzar, Mehrnaz

Sent: Tuesday, August 13, 2024 2:47 PM

To: Mark Gibbs <mgibbs@sbdairport.com>; Jeff Barrow <jbarrow@sbdairport.com>

Cc: Jonathan Galvan <jgalvan@sbdairport.com>; Andres Zapata <azapata@sbdairport.com>; Griselda Lizarraga <glizarraga@sbdairport.com>; imassou@sbdairport.com; Behzadi, John <John.Behzadi@aecom.com>; ShamsRad, Shima <shima.shamsrad@aecom.com>; Young, Duke <Duke.Young@aecom.com>; Diep, Henry <Henry.Diep@aecom.com> **Subject:** FW: New VSR - Concrete to Asphalt transition

Subject. FW. New VSN - Concrete to Asphalt tran

Good Afternoon Jeff and Mark,

Please see attached sketch for John's suggestion for the pavement repair on the AOA VSR.

Mark, based on our field discussion earlier and John's recommendation, we will also have Matich to asphalt patch the PCC to PCC ramp joint.

Please review and let us know if you have any comments before we direct Matich to proceed.

Thank you,

Mehrnaz Golzar, PMP Project Manager, AECOM M 480-721-4951 mehrnaz.golzar@aecom.com

AECOM

DAILY EXTRA WORK REPORT

San Bernardin	o Internati	onal Airport A	Authority									Change Order	003
Contractor Job:	24-001 - A	OA VEHICLE A	ACCESS R	OAD								Billing Number	4.0
Work Performed By:												Report Date	8/29/2024
Description of Work: (T BACK 4" OF ASP	'HALI. 5 x 12' / :	2 x 30' AREA S	.B.A.				Report No).		Perform Date	8/22/2024
Labor Charges												Labor Cha	irges
Craft ID L01 OE OF8	Employee					OT/DT Hrs	Subs Units		OT/DT Rate	Subs Rate	Extended	RT Labor	2,040.08
LO2 OE OG8	M Fonvil				4.00			106,410			425.640		
	J Clelan				4.00			103.070			412.280	OT/DT Labor	0.00
LO3 LBR LG4	I REYES				4.00			80.770			323.080		
L04 LBR LG4	N Gonza	ales			4.00			80.770			323.080	Subtotal Labor	2,040.08
LOS LBR LG4	B Ayon	01			4.00			80.770			323.080	Subsistence	0.00
L06 LBRAP LA5	J Cortez	-Garcia	1		4.00			58.230			232.920	Other Expenses	0.00
Equipment Cha									*			MU 15.00%	306.01
Equipment ID E01 7296	Class		odel	A1 A2	RT Hrs	OT Hrs		RT Rate	OT Rate	Delay Factor	Extended	Labor Total	2,346.09
E02 7300	TRUCK		6-12		4.00			41.960			167.840		
E03 15161	TRUCK		0-28	·····	4.00			57.260			229.040	Equipment (-
E04 14145			300		4.00			9.430			37.720	Subtotal	824.92
E05 16133	TRACS	>50 C			4.00		·	51.650			206.600	<i>MU</i> 15.00%	<u>123.74</u>
	ROL-2		525		4.00			45.930	- 1		183.720	Equipment Total	948.66
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Number M01 82224	Date	Vendor Name and	Description						nits	Unit Price	Extended	Subtotal	1,866.85
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MATICH ORDER FORM

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PHONE			
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DEPARTMENT INITIALS			
ORDER DESK			
SALES/ENGR.			
BILLING			
ACCOUNTING			
OTHER (18			085

MATICH CORPORATION 441345
3221 N. Riverside Ave.
Rialto, CA Phone: 909-356-0537 RIALTO PLAN **RIALTO PLANT**

SOLD TOSB INTL AIRPORT Job #: 24-001 Product: 3/4 HMA SP70-10 Truck 3247 LELAND NORTON WAY

SAN BERNARDINO

CA GATE #2 ***TARE

DATE: 8/22/2024 DRIVER X on OFF LEAVE PLANT 7:\$5 **ARRIVE JOB** 8;50 9:20

LEAVE JOB DELAY TIME

WEIGHMASTER CERTIFICATE

GROSS:

18.36 Tons

Weighmaster: Matich CorpTARE: KELLY MARTINEZ

12.36 Tons

NET:

6.00 Tons

Time: 7:16:31 AM

Loads

1

Job Totals: 6.00 Tons

6.00

Materials received by

NOTICE: It is agreed between buyer and seller that sale is consumated and title passed at plant site. Material oliny subject to sales tax.

NOTICE: COMPANY ASSUMES NO RESPONSIBILITY FOR DAMAGE INSIDE CURB OR PROPERTY LINE. UNLESS OTHERWISE AGREED, ALL ACCOUNTS ARE DUE AND PAYABLE IN 30 DAYS. INTEREST AT THE LEGAL RATE APPLICABLE. WILL BE ADDED TO ALL DELINQUENT ACCOUNTS.

MATICH ORDER FORM

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CCOUNTING					
TILES (X I				30

Anglin Bros Construction Inc

PO Box 572 Calimesa, CA 92320 +1 9093712240 abc@sssdispatch.com

REGEIVED SEP 0 4 2024

ANGLIN BROS CONSTRUCTION

INVOICE

BILL TO Matich Corporation PO BOX 10 Highland, CA 92346

MATICH CORP. 24-001 23-1 HA95/24 4hrs \$1,125.00

INVOICE DATE TERMS

DUE DATE

4071 08/23/2024 Net 30 09/29/2024

08/22/2024

DATE

Hourly Sweeping

Job# 24-001 - San Bernardino / ticket# AB09136

4 225.00

RATE

AMOUNT 900.00

08/22/2024

Travel

ACTIVITY

225.00

225.00

SUBTOTAL

TAX

TOTAL

1,125.00

0.00 1,125.00

BALANCE DUE

\$1,125.00

Jos# 24-001 Extra work (code to be made)

Anglin Bros. Construction, Inc.

PO Box 572

Calimesa, CA 92320

Dispatch: (909)809-2915

Ticket# AB	09136		Date. ∜
Customer: 🗥 🛆	Tida	Dispatcher Dime	
Name: AUL		J#24-001	PO#
Public works:	nt-	City: SAN BARO	CT#
DIR#		Location:	
	Hours	Rate	Total:
Reg	4		
Overtime	7		
Doubletime			
Zone Mobilization	1		
Subsistence			
Night shift			
Additional:			
	Total:		
Notes:			
On site contacts:		and the second second	
Signature:	W The		
Print name:			

DAILY EXTRA WORK REPORT

San Bernardi Contractor Job:	no Interna	tional Airp	ort Authority CLE ACCESS									Change Order	003
Work Performed By:			JLE ACCESS	HOAD								Billing Number	5.0
Description of Work:			KIP I OADER						Dawast Ma			Report Date Perform Date	9/05/2024
		TT MOVE III C	THE LOYDETT						Report No	•		renomi Date	8/21/2024
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												Material C	harges
												Activity Total	345.88
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Resub	mittal Ref	turned for Corre					Contractor:	de	-fa	Date: 9/	Sky	Bili Total 👍	345.88
NTS Universal Bill Fo	rm							7				Page 1	MANAY AWAILLE COM

This report must be kept current and available for field inspection at any time during the day.

EQUIPMENT

MATICH TRUCK DRIVER'S DAILY REPORT

MS (Mein Shop) 9231 E. 3rd St., San Bernardino, CA 92408 CHP (Cabazon Hot Plant) 19984 Apache Trail, Cabazon, CA 92230

LHP (Lytle Greek Hot Plant) 3221 N. Riverside Ave., Rialto, CA 92376 RMP (Rediands Hot Plant) 8397 Alebama St., Rediands, CA 92378

APPROVED BY

DRIVER'S DAILY LOG

TRAILER #38-278

EMPLOYEE NAME CAMALGO. PODERT BASED AT: EMP. #7582 DATE 08/2: 124 TRUCK #4-164 TRAILER # TICKET# LOADING UNLOADING DELAYS TYPE ORIGIN JOB#/CONTRACTOR/LOCATION OF DROP TIME USED ONLY WITH LOG BOOK RECAP ARRIVED LEFT AMMIVED JOB# LEFT HATE G/L# EQ BEG. END YARDS MATERIAL ST. O.T. MAINT. /15 25 857 \$68-05 16 /35 8 30 24-010 0 16-132 DRIVING HAS TOTAL LINE 2 16-136 W 15-159 DRIVING VIOLATION TODAY IL 31800K114145 24-00 G-timber SHEBRT 16-133 GOID OUR 14-145 30 11 Mis \$08.05 00 HP/8 DAY DRIVERS 857 25 TOTAL HES. ON OUTY LAST B DAYS MOTE: DELAY TIME CHARGEABLE TO CUSTOMER SHOULD BE FULLY EXPLAINED ON DELIVERY TICKETS. MID-NIGHT JATOT BRUOH 11 NOON 2 TOTAL HRS. ON OUTY LAST B DAYS INGL. TODAY REASON FOR DELAY: (WRITE IN CORRESPONDING LINE NUMBER) 1: OFF DUTY 2: DRIVING 70 HR/0 DAY DRIVERS SI ON DUTY REMARKS TOTAL HRS. AVAILABLE TOMORROW 70 HRS. MINUS A OR DELAYS TOTAL HRS, ON DUTY LAST 7 DAYS INCL. TODAY ODOMETER OTAL TIME ELAPSED 42,366.0 Were you INJURED on the Job? UNCH FROM STATE LINE If yee, have you filed injury report and notified your supervisor? STATE LINE Did you have an ACCIDENT today? Yes. (if YES, have you filed an Accident Report, AND notified your immediate supervisor? 42,477,0 OTAL TIME WORKED -THIS IS YOUR TIME SHEET. IT MUST BE TURNED IN DAILY, YOUR PAY IS BASED SIGNATURE. OVERTIME 111,0 on this report, no time will se paid unless it is accounted for on this form. MUST BE SIGNED DAILY. I certify these writes are true and correct. TOTAL MILEAGE TODAY MORDER FROM PRINTING (909) 387-0717 ORIGINAL - File each day at home terminal DUPLIDATE - Driver retains in his possession for eight days

Form #1352

DAILY EXTRA WORK REPORT

C	Daniel and the	To be seen to be				LILAII			9111					
Contr	Bernarding	Internat	Ional Airpo	rt Authority .E ACCESS									Change Order	003
	Performed By: V	latich Corpo	OA VEHICL	E AUCESS	ROAD								Billing Number	6.0
	iption of Work: M			VID I OADED									Report Date	9/05/2024
		OBILIZATION	N- MOVE-001-31	VIF LOADEN						Report No.		H	Perform Date	8/23/2024
	or Charges												Labor Cha	rges
	raft ID	Employe				RT Hrs	OT/DT Hrs	Subs Units	RT Rate	OT/DT Rate	Subs Rate	Extended	RT Labor	40.45
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Equi	pment Chai	aes				***************************************							OT/DT Labor	0.00
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This report must be kept current and available for field inspection at any time during the day.

EORDER FROM PRIPRINTING (909) 387-0717

EQUIPMENT

MATICH TRUCK DRIVER'S DAILY REPORT

MS (Main Shop) 3231 E. 3rd St., San Bernerdino, CA 92408 CHP (Cabazon Hot Plant) 13984 Apache Trall, Cabazon, CA 92230

MUST BE SIGNED DAILY. I certify these artifies are true and correct.

LHP (Lytie Creek Hot Plant) 3221 N. Riverside Ave., Risito, CA 92378 RHP (Rediands Hot Plant) 8397 Alabama St., Rediands, CA 92378

25,0

APPROVED BY...

TOTAL MILEAGE TODAY

DRIVER'S DAILY LOG (ONE CALENDAR DAY - 24 HOURS)

TRAILER #38-278

mis BASED AT: EMPLOYEE NAME CAMARGO ROBECT EMP. # 7582 DATE 68/23 /24 TRUCK #4-164 TRAILER # TICKET # (OR LOAD) LOADING UNLOADING DELAY8 ORIGIN TONS TYPE USED DNLY WITH LOG GOOK RECAP JOB # / CONTRACTOR / LOCATION OF DROP TIME ARRIVED LEFT ARRIVED JOB# RATE LEFT C/C BEO. G/L#EQ END PARDS MATERIAL ST. O.T. MAINT. m,s 6 645 .25 DAY NO. 857 SUNTISE ST 15-159 7 20 24-013 DRIVING HRB TODAY TOTAL LINE 2 800 1 8 45 16-108 m.s 11 16-133 K-138 930, 945 DRIVING 11 G-1,000 14-145 11 ON DUTY HAS TODAY TOTAL LINES 2 & 3 SUPLISE GUTARIE ST 0450 ιt. 3 de Bk 857 Mas .25 DUTY LAST & DAYS 857 NOTE: DELAY TIME CHARGEABLE TO CUSTOMER SHOULD BE FULLY EXPLAINED ON DELIVERY TICKETS. 10 TY NOON 2 TOTAL HER. ON DUTY LAST & DAYS (NCL. TOTAY 10 REASON FOR DELAY: (WRITE IN CORRESPONDING LINE NUMBER) 1: OFF DUTY 30 with Korry going 2: DRIVING 70 HRV8 DAY DRIVERS 3: ON DUTY TOTAL HAS, ON DUTY LAST 8 DAYS INCL. TODAY REMARKS TOTAL HAS. AVAILAGLE TOMORROW TO HAS. MINUS A OR DELAYS ODOMÉTER **'OTAL TIME ELAPSED** 43.482.0 STAFIT ... Were you INJURED on the job? UNCH FROM STATE LINE. If yes, have you filed injury report and notified your supervisor? STATE LINE Did you have an ACCIDENT today? Yes . 72,507,0 (If YES, have you filed an Accident Report, AND notified your immediate supervisor? **'OTAL TIME WORKED -**THIS IS YOUR TIME SHEET, IT MUST, BE TURNED IN DAILY, YOUR PAY IS BASED SIGNATURE ON THIS REPORT. NO TIME WILL BE PAID UNLESS IT IS ACCOUNTED FOR ON THIS FORM.

ORIGINAL - File each day at home terminal DUPLICATE - Driver retains in his possession for eight days

Form #1352

Item 4- Additional survey work

The Additional survey required on 8/5/24 and 8/8/24 to address Taxiway centerline striping

Total Price: \$3,300

Subcontractor invoice included

Reviewed by AECOM 9/26/24

DAILY EXTRA WORK REPORT

San Bernard Contractor Job: Work Performed B	dino International Airport Authority 24-001 - AOA VEHICLE ACCESS ROAD By: Matich Corporation		Change Order 004 Billing Number 7.0
Description of Wor	ADDITIONAL SURVEY 8/5/24 & 8/8/24 TO ADDRESS STRIPING	Report No.	Report Date 9/05/2024 Perform Date 8/05/2024
	t/Specialist Work		Labor Charges
Number	Date Vendor Name and Description	Units Unit Price Extende	
S01 296	8/19/2024 Centerline Survey / ADDITIONAL SURVEY	1.000 LS 3,000.00 3,000.0	
	•		
			Equipment Charges
			Equipment Charges
			Material Charges
			material Charges
			Subcontract Charges
			Subtotal 3,000.00 MU 10.00% 300.00
			10.00%
			Subcontract Total 3,300.00
			Activity Total 3,300.00
			Work Total 3,300.00
777	Ear Ourse Bashlant Frank		Bill Subtotal 3,300.00
	For Owner/Resident Engineer's Use Only	Accepted:	
New	Bill Approved for Payment Date of Action:	Customer; Date:	
Resu	ubmittal Returned for Correction Date Received:	Contractor: A March Date: 9/5/hV	
ITS Universal Bill I	Corm	Contractor: A Mush Date: 915/14	Bill Total + 3,300.00

CENTERLINE SURVEY, INC.

CONSTRUCTION CIVIL ENGINEERS and LAND SURVEYORS

Mailing Address: 7209 Locust Avenue Hesperia, California 92345

Mr. Michaelangelo Alvarez

Physical Address: 9648 Ninth Street, Suite croft@offsetstake.com

(760)949-3530 phone and fax (951)538-3290 mobile phone

INVOICE

DATE: August 19, 2024

BILLING PERIOD:

FROM: 8/1/2024

TO: 8/19/2024

RECEIVED

SEP 0 4 2024

MATICH CORP.

PROJECT:

CLIENT:

Matich Project No.

Matich Corporation P.O. Box 10

Highland, CA 92346

San Bernardino International Airport

AOA Vehicle Access Road Project

WORK ORDER NO.

INVOICE NO. 296

Pursuant to verbal request and authorization by Mr. Michaelangelo Alvarez:

ADDITIONAL WORK:

A. CONSTRUCTION SURVEYING SERVICES

One Man Survey Crew

2 days @ \$1500 per day = \$3000

AMOUNT DUE AND PAYABLE

\$3000

- 1. Perform Topographic Survey of Taxiway Stripes on the North Tarmac
- 2. Generate Topographic Map and emailed to Matich Corp., for them to forward on to Airport Engineer.
- Review Airport Engineer Taxiway Striping Redesign and determine that it was not going to work. 3.
- 4. Perform our own Taxiway Striping Redesign
- Perform Construction Staking for the Taxiway Striping Redesign 5.
- Attend several long field meeting/walks around the north tarmac

Monday, August 5, 2024 We finished our striping staking fairly early morning. We were about to meet with Matich Corp. and show them that most of the plan coordinates "join existing" taxiway striping was not correct. About that time, Matich Corp., Cal Stripe, and the Airport Engineer all showed up. We proceeded to walk the entire tarmac, looking at the "match existing" taxiway striping problems. I told the Airport Engineer that we had performed a topographic survey locating the existing taxiway stripes, already anticipating that a taxiway striping redesign was going to be necessary. The Airport Engineer asked when they would receive results of this topographic survey. We told them today or tomorrow. The Airport Engineer said "it better be today, we need time to look at it". After walking around and meeting with this group for several hours, we finished up our topographic survey field work and headed back to the office to generate a topographic map. We email this exhibit to Matich Corp. about 3 pm.

Received txt from Kelly Koleszar about 9 pm last night. Matich Corp. and Cal Thursday, August 8, 2024 Stripe were having trouble working the night shift and finding the tarmac striping paint dots (taxiway and vehicle access road striping). While talking to Kelly, she found out the Airport Engineer had emailed revised striping plans about 10 am yesterday morning. Kelly emailed those plans to us while on 9 pm phone call. Even if Matich Corp. had forwarded that email to us around noon yesterday, it would still not be received in time for us to perform any restaking before today. Early this morning we reviewed the revised striping plans, and determined that they were probably still not going to work. We redesigned the striping before leaving for the job site arriving about 7 am. We performed our Construction Surveying, and layed out our redesigned striping. It all fit well. About the time we finished that effort, Matich Corp, Cal Stripe and the Airport Engineer showed up. We walked the entire tarmac several times, and we showed the folks all the staking. We were told during that walk, that we needed to also Construction Survey six each Pavement/Striping directional signs. There were no coordinates on the plans for these locations. The Airport Engineer phoned their home office, and obtained horizontal coordinates for these locations. Those coordinates were then texted to us. We then Construction Surveyed locations for these directional signs. Those locations also had to be adjusted. Following that effort, the Airport Engineer returned, and we walked the tarmac again, showing her those locations.



TO: San Bernardino International Airport Authority Commission

DATE: October 23, 2024

ITEM NO: 6

PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission

SUBJECT: APPROVE MEETING MINUTES: SEPTEMBER 25, 2024

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, September 25, 2024.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held September 25, 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. September 25, 2024 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS WEDNESDAY, SEPTEMBER 25, 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	Absent			
Councilmember Theodore Sanchez	Present			
Mayor Pro Tem Fred Shorett (alt)	Present			
City of Highland				
Mayor Penny Lilburn, Secretary	Present			
Mayor Pro Tem Larry McCallon (alt)	Absent			
Staff Members and Others Present				
Michael Burrows, Chief Executive Officer	Scott Huber, Legal Counsel, Cole Huber LLP			
Mark Gibbs, Director of Aviation	Michael Lewin, Legal Counsel, Mirau, Edwards, Cannon, Lewin, & Tooke, LLP			
Catherine Prichett, Director of Administration	Jonathan Galvan, Airport Manager			
Mark Cousineau, Director of Finance (via Zoom)	Jillian Ubaldo, Assistant Secretary of the Commission			
Jeff Barrow, Director of Development				

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:05 p.m. on Wednesday, September 25, 2024.

A. <u>CALL TO ORDER / ROLL CALL</u>

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Mayor Pro Tem Fred Shorett in the Pledge of Allegiance.

B. <u>CLOSED SESSION PUBLIC COMMENT</u>

There was no closed session public comment.

C. CLOSED SESSION

President Frank Navarro recessed to closed session at 5:05 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

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

D. REPORT ON CLOSED SESSION

President Frank Navarro reconvened the meeting at 5:48 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 AOA Access Road Project
- 2a. Ms. Catherine Pritchett, Director of Administration, welcomed new Human Resource Manager Nidia Rivera to the team. Ms. Jillian Ubaldo, Assistant Secretary of the Commission, welcomed new Deputy Clerk of the Board Yajaira Maldonado to the team.
- 2b. Mr. Jeffrey Barrow, Director of Development provided a brief report on updates to the FAA AOA Access Road Project.
 - Mr. Michael Burrows noted the importance of the FAA AOA Access Road Project completion to maintain TSA compliance.

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 August 2024
- 4. Receive and file Treasurer's Report for July 31, 2024, for the San Bernardino International Airport Authority (SBIAA)
- 5. Authorize staff to publicly advertise and solicit construction bids for the Canopies and Service Pit Project at the San Bernardino International Airport
- 6. Approve Meeting Minutes: August 28, 2024

ACTION: Approve Agenda Item Nos. 3–6

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Rigsby / Lilburn

AYES: Navarro, Rigsby, Rowe, Lilburn, Sanchez, and Shorett

NAYS: None ABSTENTIONS: None ABSENT: None

. COMMISSION ACTION ITEMS

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

7. 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

Ms. Jillian Ubaldo, Assistant Secretary of the Commission, noted an amended submission to reflect two new positions and provided a brief report on Agenda Item No. 7.

ACTION:

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.

RESULT: ADOPTED

MOTION/SECOND: Rigsby / Rowe

AYES: Navarro, Rigsby, Rowe, Lilburn, Sanchez, and Shorett

NAYS: None ABSTENTIONS: None ABSENT: None

8. Approve Award of a Professional Services Agreement with Aecom Technical Services, Inc. in an amount not to exceed \$664,115.53 for Engineering Design Services of two Airfield Construction Projects: Reconstruct Portion of Taxiway "A" Project; and Slurry Seal & Airfield Painting Project

Mr. Mark Gibbs, Director of Aviation, spoke on the Federal Aviation Commission (FAA) reclassification of the San Bernardino International Airport as a primary airport, allowing for eligibility of additional funding. The proposed engineering design projects will be funded through the FAA Airport Improvement Program.

ACTION:

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.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Rigsby / Shorett

AYES: Navarro, Rigsby, Rowe, Lilburn, Sanchez, and Shorett

NAYS: None

Regular Meeting Commission Actions September 25, 2024

SBIAA

ABSTENTIONS: None ABSENT: None

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

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "September, 2024 – Airport Focal Areas" (as contained on pages 109-111 in the agenda packet).

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

ACTION: Review the Action Plan for the San Bernardino International Airport Authority through

December 31, 2024

J. ADDED AND DEFERRED ITEMS

There were no items to be added or deferred.

K. OPEN SESSION PUBLIC COMMENT

There were no open session public comments.

L. COMMISSION MEMBER COMMENT

Mayor Lilburn suggested adding future San Bernardino International Airport events to the Action Plan to keep Commission Members updated.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:59 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, October 23, 2024.

....

Jillian Ubaldo

Assistant Secretary of the Commission



TO: San Bernardino International Airport Authority Commission

DATE: October 23, 2024

ITEM NO: 7

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE THE UPDATED PROCUREMENT AND PURCHASING PROCEDURES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

SUMMARY

Staff has updated the SBIAA Procurement and Purchasing Procedures Manual to increase its ease of use, document current procedures, or centralize procedures and standards documented elsewhere that are used to guide the day-to-day operations of the Authority consistent with the Board approved policies.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

Prepared By:	Mark Cousineau
CERTIFIED AS TO AVAILABILITY OF FUNDS:	N/A
APPROVED AS TO FORM AND LEGAL CONTENT:	Scott Huber
FINAL APPROVAL:	Michael Burrows

BACKGROUND INFORMATION

The manual update was prepared under the guidance of the Chief Executive Officer and provided to Authority Legal Counsel for review, and with participation and input from other Authority staff. These procedures are intended to guide day-to-day activities of staff but will evolve with changing needs or unforeseen events and conditions.

The SBIAA Commission is presented with periodic updates to these procedures when either significant and/or nontechnical changes occur. The Procurement and Purchasing Procedures Manual was last revised and presented to the Commission in August 2023. These updates were drafted with the understanding that policy directives are established by the Commission, and procedures are prepared, implemented, and followed by Staff to carry out Commission policy.

In an effort to reduce costs and increase accessibility, final electronic Policy and Procedure documents are accessible to all SBIAA employees through a shared access drive on the Authority's network. Hard copies are available in the Office of the Clerk of the Board, and the Administrative Services office.

Key changes include incorporating emergency and declared emergency purchase authority limits and adopting United States of America Federal Acquisition Rules (FAR) terminology for procurement and purchase methods as seen in the below table. These changes were discussed with and approved by the SBIAA Finance and Budget Committee in April 2024. The chief executive officer's maximum purchase authority remains \$49,999.99 under normal operating conditions.

PURCHASE AUTHORITY AND LIMITS TABLE

	Standard	Emergency	Declared Emergency	Procurement Method
Board	\$150,000	and more	\$250,000 and more	Formal
Боаго	\$25,000 - \$	149,999.99	N/A	Small Purchase
Chief Executive \$5,000 - 24,999.99 Officer \$5,000 - 24,999.99		24,999.99	\$10,000 - \$249,999.99 Up to \$9,999.99	Small Purchase Micro-purchase
Finance Director	\$1,000 - \$	\$4,999.99	Up to \$4,999.99	Small Purchase
Director	Up to \$999.99	Up to \$4,999.99	Up to \$4,999.99	Micro-purchase
Department Manager	Up to \$999.99	Up to \$2,999.99	Up to \$2,999.99	Micro-purchase
Notes	not meet the of "emergency", may done response than Sta provides. In those should be obtaine	definition of an elemand a more rapid andard purchasing e cases, approvals d in writing before an order.	See Emergency Purchasing Procedures IVDA Board or CEO declared emergency or disaster	See Definitions See Competitive Procurement and Purchasing

Other changes include using the Finance and Accounting Management Information System (FAMIS), Sage Intacct software as a service, to implement a risk-based tiered purchase order approval workflow. The Purchasing Manager approves all purchase orders, the Director of Finance approves all purchase orders of \$1,000 or more, and the Chief Executive Officer approves all purchase orders of \$5,000 or more.

The Procurement and Purchasing Procedures Manual update is organized into General, Purchase Authority and Limits, Procurement Methods, and Purchase Method sections.

- General section contains a summary of the SBIAA's purchasing policies, definitions, and how to use subsections.
- Purchasing Authority and Limits section lists department managers that are assigned authority and responsibility under these procedures as well as the purchasing limits by type of procurement.
- Procurement Methods are subdivided into Nonpublic Works/Projects, Public Work/Projects, and Alternative Procurement subsections. The Nonpublic Works/Projects subsections describes the extant and unchanged dollar thresholds for which informal and formal procurement methods are required. The Public Work/Projects subsection refers users to the IVDA Construction Procedures Manual and provides an overview of the interface among federal and state public works requirements. The Alternative Procurement subsection provides guidance on specialized services, negotiated or single source procurement, and emergency purchase procedures.
- The Purchasing Methods section describes the types of contracts, purchase orders, payment-purchase by purchasing card, and those supplies and service that are eligible for purchase and payment without a purchase order. Purchase order types were defined based on FAR definitions.

Administrative, technical, and conforming changes occur throughout the year to ensure Authority procedures are aligned with operating activities. Any changes beyond administrative modifications are presented to the Commission on an annual basis. In addition to annual reviews, updates to any SBIAA procedures may be presented to the SBIAA Commission from time-to-time to ensure that they remain consistent with the Commission-approved Operating Policies and directives of the SBIAA.

Attachments:

1. Procurement and Purchasing Procedures Manual

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY



PROCUREMENT and PURCHASING PROCEDURES MANUAL

SEPTEMBER 2024 REVISION

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Introduction

This manual exists to assist San Bernardino International Airport Authority ("SBIAA" or "Authority") employees in understanding their responsibilities when sourcing suppliers and service providers and the checks and balances in the procurement and purchasing process.

Competitive bidding, where not required by law, regulation, or agreement, is an SBIAA best practice when it is in SBIAA's best interest. All procurement for goods, equipment or services using public funds should follow California competitive bidding requirements. The purpose of this Procurement and Purchase Procedures Manual ("Purchasing Manual" or "Manual") is to provide a comprehensive set of procedures that comply with applicable Federal, State, and local laws and regulations and promotes the effective, efficient, and economical procurement of goods and services.

SBIAA's Purchasing Manual, as applicable, follows Public Contract Code sections (22030 - 22045) for California public projects. Staff should review these sections before entering the procurement phase of a public project.

The California public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public funds if a real or apparent conflict of interest exists. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. Officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

Method of payments for all purchases should be consistent with the disbursement procedures defined in the Accounting Procedures. The Purchasing Manual will be reviewed periodically, and any updates presented to the SBIAA Commission.

General

POLICY

The Commission of the San Bernardino International Airport Authority ("SBIAA" or "Authority") sets policy. SBIAA's Purchasing (and procurement) policies are found in the San Bernardino International Airport Authority Operating Policies. Those policies establish that services and

supplies be acquired in a procurement and purchase process that provides:

- Verifiable accountability through a system of documented reviews and approvals using detailed and accurate information.
- Economy in the use of SBIAA resources to obtain supplies and professional services that provide overall value at fair and reasonable prices using impartial and honest competition among firms or individuals.
- Environmental stewardship that results in less reliance on traditional materials and energy sources while generating potential cost savings from the use of alternative solutions that are more beneficial than traditional methods, materials, and energy.

SCOPE

These procedures provide guidance for the procurement and purchase of goods and services by the Authority as well as outlining the Authority and responsible parties to maximize SBIAA's resources and optimize administrative efforts while safeguarding the Authority's assets and other resources.

Prohibited Activities

- Purchases for employees Purchases for personal or private use by Authority employees
 or contractors is prohibited. Exceptions will only be made by the Chief Executive Officer,
 which may include computers and related peripherals.
- Splitting or Stringing Purchases –The act of splitting or stringing a purchase is prohibited
 and may result in the withdrawal of delegated purchasing authority. In addition, the
 responsible person may be subject to any disciplinary actions including, but not limited to
 obligating the employee making such purchases to pay for the items or services.
- Ratifying or Confirming orders Making a purchase commitment (placing an order with a supplier) without proper approval or before a SBIAA purchase order is issued is prohibited. Committing the Authority to a purchase without the issuance of a purchase order or a documented exception is a violation of these procedures.
- Unlawful Activities Employees shall not engage in practices that might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration.

• Conflicts of Interest – Employees are prohibited from participating in the selection process when those employees have a financial relationship or other interest with a person or business entity that may be selected for an award of Authority business.

Employee Liability

Any employee who commits SBIAA to a purchase, sale, lease, or other arrangement without proper authorization may be personally liable for the transaction. The Authority is under no obligation to authorize payment for expenditures not made in compliance with applicable policies and procedures. SBIAA employees acting in a procurement capacity may be liable for damages to SBIAA if they injure the Authority through willful misconduct, bad faith, dishonesty, or negligence.

DEFINITIONS

Emergency - exists when an incident occurs or condition exists that is ready to take place or happen soon that is a threat to life, health, property, or the economic interest of the SBIAA.

FAMIS — SBIAA's Finance and Accounting Management Information System (FAMIS). FAMIS is an implementation of Sage's Intacct enterprise resource planning software as a service. FAMIS modules that support SBIAA's procurement of goods and services include Purchasing, Accounts Payable, and Project modules.

GPO (*Group Purchasing Organization*) - a group purchasing organization, including a cooperative purchasing agreement, is an entity that is authorized to act as an agent for a group of individuals or entities who are members of that GPO. The GPO bids goods and services and negotiates the best deals in which the members can then access the contracts.

Informal RFB (Request for Bid) - an informal bid or request for quotation is commonly used on low dollar purchases where the required items are known, but obtaining the cost is the primary objective.

Micro-purchase – purchases less than \$1,000.00 may be made without soliciting competitive price or rate quotations if the Department Manager considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. CAL-Cards (purchasing card) may be used for micro-purchase subject the Authority's CAL-Card Procedures.

Procurement - supplier identification, sourcing, selection, risk management, contract negotiation, purchasing, and even supplier performance evaluation.

Professional and consultant services - services rendered by persons or firms who are members of a particular profession or possess a special skill and who are not officers or employees of the Authority. Professional and consultant services are acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms of representation.

Professional services - include traditional professions of law, medicine, accounting, actuarial computation, engineering, architecture, teaching, various types of physical, chemical, and biological sciences.

Purchase order - a purchase order (PO) is an award instrument that is a commercial document issued by a buyer (in this case, the SBIAA) to a seller (the Vendor), which typically indicates types, quantities, scope, and agreed prices for products or services as well as applicable terms and conditions. The Purchase Order typically serves as an official offer to purchase the referenced goods or services, which becomes a binding agreement once the seller (Vendor) signs the purchase order or provides/ships any portion of the goods or services described in the PO.

Purchase order, unilateral - the most common type of purchase order issued. SBIAA sends an approved Department Manager signed or unsigned purchase order to the Vendor for acceptance. The SBIAA's offer is accepted when the Vendor delivers, performs, or exhibits an intention to perform.

Purchase order, bilateral – a purchase order signed by both SBIAA's Chief Executive Office or designee and the Vendor. The SBIAA's offer is accepted when the Vendor signs the purchase order, creating a legally binding contract requiring the Vendor to perform per the terms and conditions of the contract. The advantage of a bilateral purchase order is that it provides legal rights to the SBIAA in the event the Vendor fails to perform.

Purchasing -a part of procurement, is transaction-focused, dealing with the buying and receiving of goods and service.

Maintenance Work – includes routine, recurring, and usual work for the preservation or protection of SBIAA owned or operated facility for its intended purpose, minor repainting, landscape maintenance, and work performed to keep, operate, and maintain SBIAA owned water, power, or disposal systems.¹

RFB (Request for Bid) - a formal request for pricing that is awarded to the lowest responsible and responsive bidder whose bid conforms to the specifications and meets all other requirements and criteria set forth in the RFB.

RFI (Request for Information) - used to determine what products and services are potentially available in the marketplace to meet a buyer needs. An RFP typically follows it, but an RFI is not a mandatory prerequisite to writing an RFP.

RFP (Request for Proposal) - a formal process that is used when multiple factors are considered in making a decision based on best value.

RFQ (Request for Qualification) - used to qualify a pool of suppliers who meet defined criteria for a specified product category or service. RFQ may also be used to narrow a pool of qualified supplier prior to an RFP.

Small Purchases – purchases from \$1,000.00 to \$49,999.99, inclusive, that requires documented specifications and price or rate quotations that must be obtained from three or more qualified vendors or sources.

Sole/Single Source - is used when the item or service is only available from one source with no other distribution network is available or a justified exception exists to the normal bidding procedures. Documentation stipulating the reason for the sole/single source and reasons why this is the case must be submitted and approved by either the Chief Executive Officer or the Director of Finance.

Splitting or Stringing Purchase - the practice of issuing multiple purchase orders, procurement card transactions, requisition, petty cash transactions, multiple invoices for a single purchase or other methods of purchasing of like items or services.

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¹ (Public Contract Code (PCC); Section 22002(d), 2024)

PURPOSE

Management designs, implements, and modifies procedures within the bounds of the Commission's policies to standardize 1) transaction processing, 2) responses to situations, conditions, and events to conduct effective operations, efficiently acquire services and supplies, and comply with laws, regulations, and agreements.

This manual serves as a communication tool to provide information to directors, managers, supervisors, and employees (Users) that have roles in obtaining services and supplies for SBIAA. Management has a duty and obligation to amend, supplement, modify, or delete procedures through written or oral means, at any time, to maintain SBIAA's operating effectiveness and efficiency, and safeguard its resources.

Management, including the chief executive officer, may delegate their authority to carry out these procedures provided that SBIAA's system of internal control is not impaired.

How to Use

The text of the manual must be construed as a whole.

Titles and headers are indicators of meaning.

The provisions of this manual should be interpreted in a way that renders them compatible, not contradictory.

Specific provisions prevail when there is a conflict between a general provision and specific provision.

Where general words follow an enumeration of two or more things, they apply only to persons or things of the same general kind or class specifically mentioned.

MANAGEMENT RESPONSIBILITY

Management is responsible for ensuring these procedures are followed and that the correct documentation is generated and distributed to staff as required. Each Department Manager is responsible for optimizing open and fair competition, price savings, quality and value of products and services. A list of "Department Managers" that have the responsibility outlined within is located in the next section, Purchase Authority and Limits, beginning on page 10:

Purchase Authority and Limits

PURCHASE AUTHORITY AND LIMITS TABLE

	Standard	Emergency	Declared Emergency	Procurement Method
Commission	\$150,000 and more		\$250,000 and more	Formal
Commission	\$50,000 - \$149,999.99		N/A	Small Purchase
Chief Executive Officer	\$5,000 - 49,999.99		\$10,000 - \$249 ,999.99 Up to \$9 ,999.99	Small Purchase Micro-purchase
Finance Director	\$1,000 - \$4,999.99		Up to \$4,999.99	Small Purchase
Director	Up to \$999.99	Up to \$4,999.99	Up to \$4,999.99	Micro-purchase
Department Manager	Up to \$999.99	Up to \$2,999.99	Up to \$2,999.99	Micro-purchase
Notes	Urgencies, events, or conditions that do not meet the definition of an "emergency", may demand a more rapid response than Standard purchasing provides. In those cases, approvals should be obtained in writing before placing an order.		See Emergency Purchasing Procedures SBIAA Commission or CEO declared emergency or disaster	See Definitions See Competitive Procurement and Purchasing

DEPARTMENT MANAGERS

The following positions are considered "Department Managers":

San Bernardino International Airport Authority (SBIAA)	Inland Valley Development Agency (IVDA)		
Chief Executive Officer			
Assistant Secretary of the Board			
Deputy Assistant Secretary of the Board			
Director of Aviation	Director of Administration		
Director of Development	Director of Finance		
Airport Manager	Deputy Director of Finance		
Airport Operations Manager	Human Resources Manager		
Airport Security Manager	Purchasing Manager		
Airport Security Coordinator	Property Manager		
Information Technology Manager	Project Manager		
Maintenance Manager			
FBO Manager			
Assistant FBO Manage			

Procurement Methods

SBIAA's primary procurement methods are formal, small purchase, micro-purchase, and documented exceptions.

NONPUBLIC WORKS/PROJECTS

Formal procurements - \$150,000 or more; nonpublic works/projects

Staff must obtain SBIAA Commission approval prior to soliciting for the procurement of any purchase of \$150,000 or more. Following approval by the SBIAA Commission, a Notice Inviting Bids for an RFP or RFQ will be publicly advertised. The advertisement should include the description or specifications of the project, goods or services, date of pre- proposal conference, bid opening date, location, and method of obtaining bid documents, the bid-closing date and any other information deemed pertinent to competitive solicitation. Sealed bids will be delivered to the Assistant Secretary of the Board, date/time stamped, and opened in public at the place as stated in the Notice Inviting Bids.

A record of the bids received will be made available for public inspection for thirty days after the award has been made.

Following a review and rating process as identified in the Notice Inviting Bids, the Department Manager will make a recommendation to award the contract to the lowest, qualified bidder taking into consideration requirements under grants, contracts, and other funding sources. When the recommendation is for a vendor other than the lowest bidder, a written statement justifying the award must be submitted to the Chief Executive Officer and the SBIAA Commission (e.g., a memo).

The Commission may accept the Department Manager's recommendation or may reject all bids. Copies of the executed contract shall be provided to the Assistant Secretary of the Board as well as the Finance Department prior to the submittal of invoices for services.

The term of contracts resulting from a formal procurement should be limited to three (3) years with up to two (2) one-year each options for a total of five (5) years unless a written statement justifying the extension has been submitted to the Chief Executive Officer and the SBIAA Commission.

The Chief Executive Officer may approve any contract or purchase order adjustments or amendments that are within 10% of the original contract or purchase order amount approved by the Commission.

Small purchase procurements - \$50,000 to \$149,999.99; nonpublic works/projects

Procurements in this class may be made by RFP or a combination of RFQ and RFP. Staff may issue a RFQ to establish a qualified vendor or supplier list for the services or equipment sought. Once the qualified vendor or supplier list is established, a RFP may be issued to the qualified vendor or supplier list to submit proposals through a competitive bidding process. Staff may also solicit the broader market to submit proposals in addition to the list of qualified vendors or suppliers.

The SBIAA requires that at minimum three vendors be contacted to submit RFPs. A notice inviting bids identifying the specific goods or services may be submitted to the prospective vendors in writing, by telephone or by posting to the SBIAA's website. The lowest bid should be awarded the contract. Any exceptions must be explained and documented.

All awards (contracts or purchases) for \$50,000 and above must be approved by the Commission.

The term of contracts resulting from a small purchase procurement should be limited to three (3) years with up to two (2) one-year each options for a total of five (5) years unless a written statement justifying the extension has been submitted to the Chief Executive Officer and the SBIAA Commission.

The Chief Executive Officer may approve any contract or purchase order adjustments or amendments that are within 10% of the original contract or purchase order amount approved by the Commission.

Small purchase procurements - \$1,000 to \$49,999.99; nonpublic works/projects

Procurements in this class require that three or more qualified vendors be contacted for quotes for the goods or services to be purchased. Solicited quotes may be received via phone, fax, and email or U.S mail. Vendor pricing shall not be disclosed to any prospective vendor until the award has been made. If three qualified vendors are not available, the reason should be explained and documented on the Quote Summary Sheet and/or other written document as necessary and accompany the purchase request.

Reasons that three qualified vendors may not be available include:

- Unable to deliver the goods or services in the time needed
- Goods or services out of stock or not offered
- Non response or decline to quote
- Unable to meet the specifications of the desired goods or services or provide a suitable substitute

To ensure fairness and best value for SBIAA, all vendors should be contacted using identical communication modes (voicemail, email, mail, etc.), provided identical item or service specifications, and provided equivalent response times. Document telephone quotes with the date, vendor name, vendor representative, telephone number, quantity, price, and shipping. If no response is received, the vendor's name and communication method should be identified on the Quote Summary Sheet form.

An award will be made to the most responsive and responsible bidder. The requesting department shall submit a purchase requisition, with supporting documentation, to receive approval and encumber budget. If an award is to be made to other than the lowest bidder, a written statement justifying the award must be submitted with the purchase requisition.

After a purchase requisition is submitted, the Purchasing Manager will review it. If approved by the Purchasing Manager, the requisition converts to a Purchase Order that then enters the Director of Finance and Chief Executive approval workflow. Upon approval, a Purchase Order will be issued. The requesting department's designated departmental buyer will then place the order.

Micro-purchase procurements – less than \$1,000

Purchases less than \$1,000.00 may be made without soliciting competitive price or rate quotations if the Department Manager considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. CAL-Cards (purchasing card) may be used for micro-purchase subject to the Authority's CAL-Card Procedures.

PUBLIC WORKS/PROJECTS

General

Public works projects include the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting or repainting, and repair work involving any SBIAA owned, leased, or operated facility or infrastructure. The SBIAA Construction Procedures provide more guidance and procedures.

The Chief Executive Officer may approve any project contract change order or purchase order contract adjustment or amendment within the Commission approved contingency budget of that project. See the Construction Procedures Manual for further guidance.

See Construction Contracts

Federal

Federal public works projects procurement requirements and guidance are located in federal grant award terms and conditions, Uniform Administrative Guidance (2 CFR 200), California Public Contracts Code, SBIAA Construction Procedures, and the SBIAA Procurement and Purchasing Manual.

California

Public Works/Projects - \$60,000 or more

Procurement requirements and guidance are located in California grant agreements, California Public Contracts Code, SBIAA Construction Procedures, and the SBIAA Procurement and Purchasing Manual.

Public Works/Projects – less than \$60,000

Procurement requirements and guidance for this class of projects are found in the applicable sections of SBIAA Construction Procedures, and the SBIAA Procurement and Purchasing Manual.

ALTERNATIVE PROCUREMENT

Professional, Consultant, and Specialist Services (Consultant)

The SBIAA has found it to be more economical to hire a consultant when needed, rather than employ full-time staff members for specific projects, services, and knowledge. Consultants are utilized only when their special knowledge or experience is needed. Consultants are engaged based on competence, professional qualifications, and availability necessary for satisfactory performance.

Consultant services may be acquired at fair and reasonable prices by using micro-purchase methods up to \$50,000 unless proscribed by law, regulation, or agreement.

Professional, consultant and specialist contracts approved by the SBIAA Commission may be renewed annually for uninterrupted services. This action does not limit or prevent the SBIAA from seeking out additional consultants or professional services during the course of the fiscal year. The SBIAA may at any time seek out and enter into contracts for professional services as needs arise.

Negotiated/Single/Sole Source Purchases

In rare instances where a competitive procurement process identified herein cannot be followed, a full explanation, in writing, shall be provided to the Director of Finance and Chief Executive Officer before placing the order and/or purchase.

Departments anticipating the need to sole source (e.g., unique good or services available only from one manufacturer or distributor) or single source (e.g., unique goods available from multiple distributors, warrantied systems, complex system/network installer) should contact the Director of Finance and Chief Executive Officer as early in the procurement process as possible.

Typically, sole source criteria are "match existing in place" or possessing a functional or performance characteristic that is, in the opinion of the requesting department, essential to performance and available from a single manufacturer or distributor. Standardization may not be a justifiable reason for sole sourcing unless properly justified in detail. If a sole source decision is reached, the requesting department shall submit a purchase requisition to establish the procurement. A Memo explaining the decision must be attached to the purchase request at the time of submission for approval. If there is email correspondence reflective of the decision, that may also be included in the purchase requisition packet as back-up documentation.

Emergency Purchases

An emergency exists when an incident occurs or condition exists that is an imminent threat to life, health, property, or the economic interest of the SBIAA. In the event of an emergency, the Department Manager or designee shall use his or her own best judgment in making emergency purchases to preserve life, health, property, or the economic interest. All purchases \$3,000 and above require approval by the Director of Finance and the Chief Executive Officer. Department Managers may authorize emergency purchases of less than \$3,000 without Director of Finance and/or Chief Executive Officer approvals. Following an emergency purchase, a full explanation of the circumstances justifying the expense along with supporting documentation must be submitted to the Chief Executive Officer and the Director of Finance.

The Chief Executive Officer may determine and declare an emergency when the public interest or necessity requires the immediate expenditure of funds to safeguard life, health, property, or economic interest of the SBIAA. The Chief Executive Officer may proceed without obtaining quotes, competitive bids, or proposals for purchases less than \$10,000; and quotes, informal bids, or proposals for purchases from \$10,000 and less than \$250,000 provided the funds are available in the SBIAA budget and available for such purposes.

Purchase Methods

CONTRACTS

All contracts, purchase order contracts, or other purchases for \$50,000 and above must be approved by the Commission. Any non-public works projects, contracts, purchase order contracts. or amendments that are within ten percent (10%) of the original contract may be approved by the CEO. For Public Works/Projects or construction projects, see the Construction Procedures Manual.

Service Contracts

Contracts between the SBIAA and a public or private entity that provides services that will be performed on SBIAA property. These types of contracts are required to list the SBIAA as additional insured prior to performing the services regardless of the type of contractual relationship (agreement or purchase order contract). Limits of the insurance are based on the Authority standard agreement.

Consultant/Professional Service Contracts

A contract between the SBIAA and a private firm/individual that provides services that are of an advisory nature, i.e., attorneys, architects, engineers, consultants, or other individuals possessing a high degree of technical skill. The type and value of the services required will determine the insurance requirements when executing a services agreement or purchase order contract.

Construction Contracts

Contracts for such items as the construction, alteration, repair, or improvement of public buildings, roads and bridges are considered construction contracts and are bound by separate regulations and require use of specific forms and procedures. Construction contracts, bidding and award procedures must comply with the California Public Contract Code, various State and

Federal codes, SBIAA Construction Procedures and regulations as indicated by the individual project. The insurance requirements listed in the Authority standard agreement apply regardless of the type of contractual relationship (contract or purchase order). Performance and payment bonds are required for any contract exceeding \$50,000.

See Public Works/Projects

Supply Contracts

Price agreements for various standard materials or goods utilized by SBIAA departments. A proof of insurance is not required for these types of contracts.

Purchase Order Contracts

A purchase order that is signed by both SBIAA's Chief Executive Office or designee and the Vendor is a bilateral purchase order. SBIAA's offer, in the form of a purchase order, is accepted when the Vendor signs the purchase order, creating a legally binding contract requiring the Vendor to perform per the terms and conditions of the contract. The advantage of a bilateral purchase order is that it provides legal rights to the SBIAA in the event the Vendor fails to perform.

PURCHASE ORDERS

Purchase orders are commercial documents that reduce risk and provide evidence that authorized approval was obtained before placing an order for goods or services. Purchase orders may be <u>unilateral</u> or <u>bilateral</u>. Purchase orders may also be issued as additional support for other types of contracts, to encumber or designate budget, assist with fiscal control of the contract, and to streamline the payment of the contract Vendor's invoices.

Purchase orders are required for the acquisition of services and goods under the minimum purchase method and should be used to support the administration of contracts. The Director of Finance approves exceptions. Exceptions include debt service (including leases), utilities, regulatory permits, and licenses (SCAQMD, CUPA, DIR, and others), and specified Authority-wide purchase arrangements administered by the Purchasing Department. Authority-wide arrangements exist with:

- Staples, and
- Amazon Prime Government

SBIAA uses three types of purchase orders: blanket purchase (BPO), fixed price (FPO), and unpriced (UPO).

Blanket Purchase Order (BPO)

Blanket purchase agreements (BPA) are issued via a BPO and are only for purchases that are otherwise authorized by law, regulation, and these procedures. Individual purchases shall not exceed the micro-purchase threshold.

A BPO does not establish an exclusive purchasing arrangement between SBIAA and the Vendor. Further, a BPO does not justify the Vendor as a single source. BPO's are established to:

- Reduce SBIAA's administrative costs for issuing recurring irregular purchase orders to a specific vendor for higher volume small value goods and services.
- Expedite the purchase of goods and services by service Departments to enhance work order responses.

If a particular purchase is greater than the micro-purchase threshold, and there is an insufficient number of BPAs-BPOs to ensure maximum practicable competition, the Purchasing manager and Department Manager should:

- 1) Solicit quotations from other sources and make the purchase as appropriate; and
- 2) Establish additional BPAs via BPO to facilitate future purchases if,
 - Recurring requirements for the same or similar supplies or services seem likely.
 - Qualified sources are willing to accept BPAs; and
 - It is otherwise practical to do so.

BPA/BPO Purchase Documentation

Limit documentation of purchases to essential information and forms as follows:

- 1) Purchases should be made electronically (email), or orally when it is not considered economical or practical to use electronic methods.
- 2) A paper purchase document may be issued if necessary to ensure that the supplier and the purchaser agree concerning the transaction.
- 3) When a paper document is not issued, the Department must record the essential elements (*e.g.*, date, supplier, supplies or services, price, delivery date) on an informal memorandum, or on a department developed form for that purpose.
- 4) Cite the pertinent purchase details and the accounting and budget data.

5) When delivery is made to SBIAA or the services are performed, the supplier's sales document, delivery document, or invoice may (if it reflects the essential elements) be used for the purpose of recording receipt and acceptance of the supplies or services. However, if the purchase is assigned to another organizational unit (department or division) for administration, the authorized representative of that organizational unit shall document receipt and acceptance of supplies or services by signing and dating the specified form after verification and after notation of any exceptions.

BPA/BPO Review Procedures.

The Purchasing Manager and/or Department Manager using BPA/BPOs, or their designated representative, shall review a sufficient random sample of the BPA/BPO files at least annually to ensure that authorized procedures are being followed.

The contracting manager (Purchasing Manager and or Department Manager) that entered into the BPA/BPO shall:

- 1) Ensure that each BPA/BPO is reviewed at least annually and, if necessary, updated at that time; and
- 2) Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or changing existing arrangements.

Completion of BPOs.

An individual BPO is considered complete when the purchases under it equal its total dollar limitation, if any, when its stated term expires if earlier than the fiscal year close, or when the fiscal year closes.

Fixed Price Purchase Order (FPO)

Fixed price purchase order shall:

- 1) Provide specifications (volume, dimensions, grade, capacity) of the items to be purchased.
- 2) Specify the quantity of supplies or scope of services ordered.
- 3) Have a determinable date by which delivery of the supplies or performance of the services is required.
- 4) Provide for inspection. Inspection and acceptance should be at a designated SBIAA location (f.o.b. destination).
- 5) Specify f.o.b. destination for delivered supplies; and
- 6) Include any trade and prompt payment discounts that are offered

Completion of FPOs.

An individual FPO is considered complete when the purchases under it have been received or when the fiscal year closes. The Department is responsible for providing a list of backordered or unfulfilled FPO's before the fiscal year closes.

Unpriced Purchase Order (UPO)

An unpriced purchase order is an order for supplies or services, the price of which is not established at the time of issuance of the order.

An unpriced purchase order may be used only when-

- 1) It is impractical to obtain pricing in advance of issuance of the purchase order; and
- 2) The purchase is for-
 - Repairs to equipment requiring disassembly to determine the nature and extent of repairs.
 - Material available from only one source and for which cost cannot readily be established; or
 - c) Supplies or services for which prices are known to be competitive, but exact prices are not known (e.g., miscellaneous repair parts, maintenance agreements).

Unpriced purchase orders may be issued on paper or electronically. A realistic monetary limitation, either for each line item or for the total order, shall be placed on each unpriced purchase order. The monetary limitation shall be an obligation subject to adjustment when the firm price is established. The contracting department shall follow up on each order to ensure timely pricing. The contracting Department Manager or designated representative shall review the invoice price and, if reasonable, process the invoice for payment.

Ratifying Purchase Order (RPO)

A RPO is a corrective purchase order that ratifies or confirms a department's decision to order goods and services before a BPO, FPO, or UPO was approved by the Purchasing Manager, Director of Finance, and Chief Executive Officer in FAMIS.

Additional written documentation is required in the purchase requisition packet to obtain a RPO. Typically, a RPO is necessary when an emergency purchase was made, authorized approval to purchase was obtained before placing and order for goods and services, or an order for goods and services was placed with a Vendor without an authorized approval.

Emergency Purchase

The purchase requisition attachment packet initiating the RPO must include the full explanation of the circumstances justifying the expense along with supporting documentation that was submitted to the Chief Executive Officer and the Director of Finance as required by the <u>Emergency Purchases</u> procedures.

Prior Approval Obtained Purchase

Attach evidence of the prior approval(s) to the purchase requisition attachment packet. Often, this is one or more emails that show that the Director of Finance and/or Chief Executive Officer have approved a department's request to place and order for goods or services with a Vendor before a purchase requisition is initiated or PO has been issued in FAMIS.

No Prior Approval Purchase

When no or inadequate prior approval has been obtained from authorized approvers, the Department Manager must provide a written explanation that 1) states the business purpose of the purchase, 2) acknowledges that the department did not follow SBIAA's procurement and purchasing procedures; and 3) identifies the steps taken by the Department to prevent reoccurrence. The written explanation must attach the explanation to the purchase requisition packet in FAMIS.

Purchasing Card (CAL-Card)

Purchases paid with a CAL-Card must follow SBIAA's CAL-Card Procedures as well as all procurement and purchasing procedures described herein. Department Head approved micropurchases may be paid with a SBIAA Purchasing Card.

NON-PO PAYMENTS

Certain payment categories do not require a purchase order as they are covered by other agreements or constitute low risk. For these categories, a department may obtain an invoice and submit it directly to the Finance Department utilizing the "Check Request Form".

These include the following categories:

- Pre-Payments
- Arbitration/Settlements
- Postage/Freight
- Memberships and Subscriptions (excludes software)
- Real Estate Lease/License Payments
- Pay an Invoice for a Signed Contract

- Deposits
- Utilities
- Permits/License Fees (Non-IT)
- Taxes, Fees, or Other Government Payments
- Royalties





TO: San Bernardino International Airport Authority Commission

DATE: October 23, 2024

ITEM NO: 8

PRESENTER: Darrell Hale, Property Manager

SUBJECT: APPROVE AN AMENDED AND RESTATED LEASE AGREEMENT WITH THUNDER INTERNATIONAL GROUP, INC. (THUNDER) FOR BUILDING NO. 56

SUMMARY

On July 28, 2023, the San Bernardino International Airport Authority Commission approved a lease agreement with Thunder International Group, Inc. (Thunder) affecting approximately 35,508 square feet of interior space within the former Norton Air Force Base Building No. 56 (the Commissary building) located at 114 S. Del Rosa Drive, San Bernardino, CA 92408. Thereafter, on December 21, 2023, the Commission approved Amendment No. 1 which added Suite "B", consisting of approximately 29,239 square feet, to the demised premises. Under the proposed Amended and Restated Lease, the company would expand into the adjacent Suite "C" comprised of an additional 30,451 square feet of space for a total of 95,158 square feet.

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None. The estimated revenue from the proposed amended and restated lease is included in the San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in the Property Management Department, Account 44101 - Lease/Licesense Revenue in the amount of \$12,771,717. Approval of this amendment would provide monthly revenues of \$91,390.08 (\$1,096,680.96 annually) to SBIAA.

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

BACKGROUND INFORMATION

Thunder International Group Inc., (Thunder) is a California Corporation that specializes in ocean, ground, and air freight-forwarding operations. The company was founded in Los Angeles in 2020 and has grown into an international cross-border logistics company that integrates domestic warehousing and shipment, global express, and small parcel inbound and outbound. Services include first-line transportation, customs clearance, warehousing, and terminal dispatch capabilities. Thunder currently employs 140 employees and operates over six (6) locations across the United States.

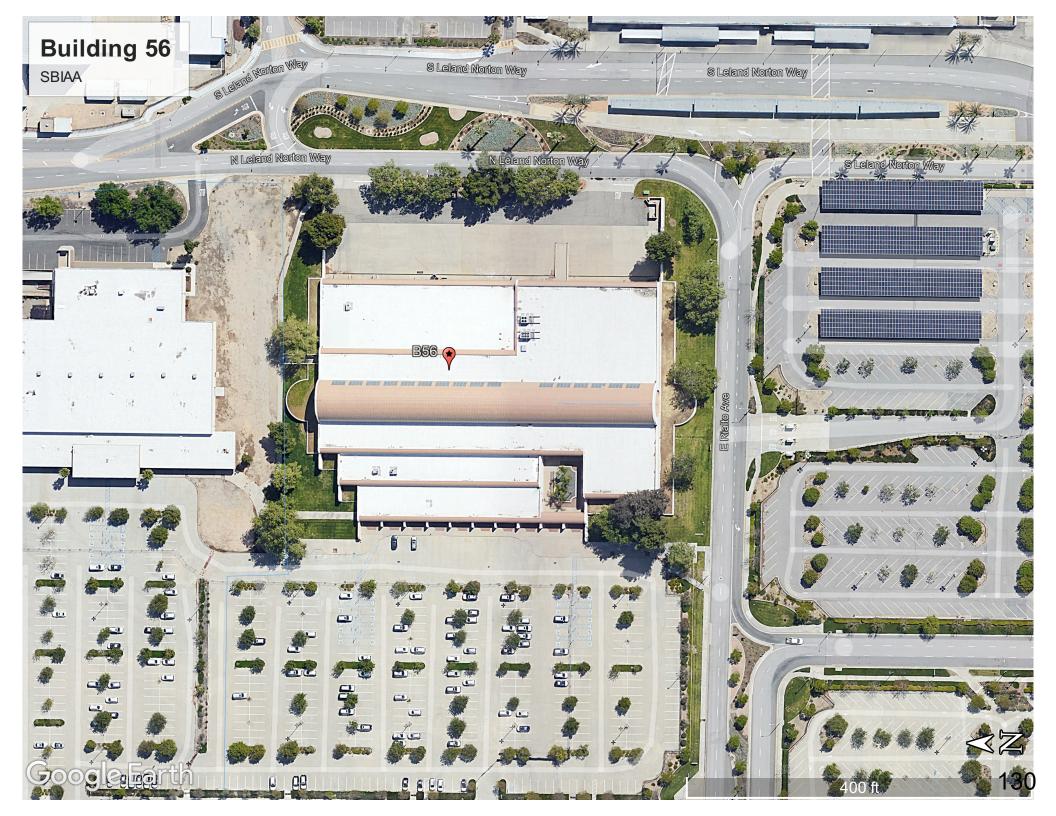
The terms of the proposed Amended and Restated Lease by and between SBIAA and Thunder are as follows:

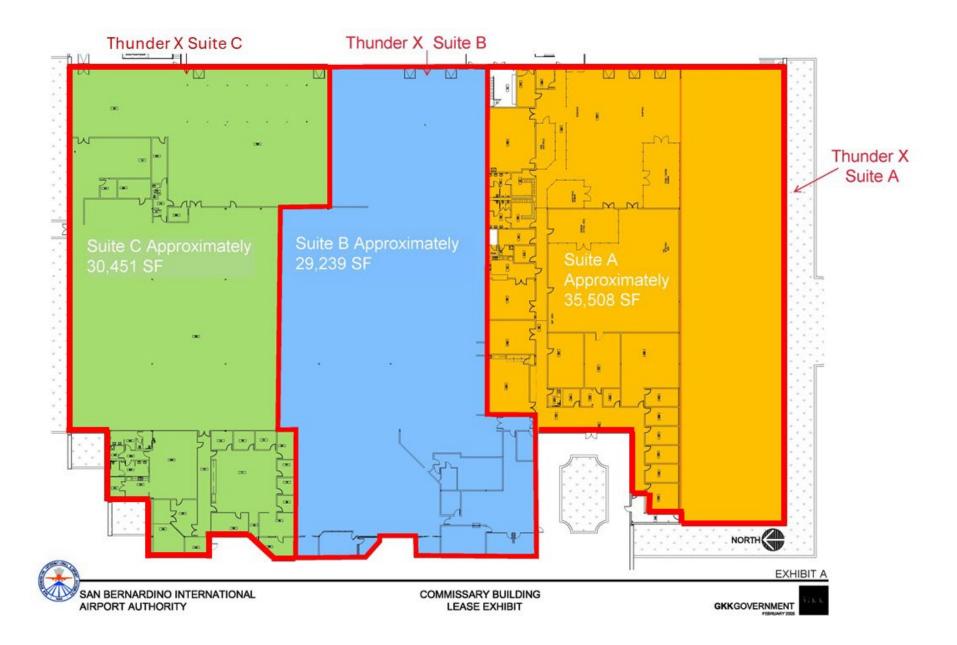
- Additional Premises (Suite "C") approximately 30,451 square feet of interior building space for a total of 95,198 square feet
- Initial Lease Term of five (5)-years, with one (1), five (5)-year extension thereafter, subject to annual CPI adjustments
- Extended term to be at the then existing fair market value rate
- Two (2) month's security deposit upon execution of Lease
- New monthly lease revenue of \$91,390.08 (\$1,096,680.96 annually)
- Early possession period of one hundred twenty days (120) to allow for tenant improvemments to be completed (e.g. demolition of portions of office and storge areas), which work will be performed at the sole cost and expense of Thunder. Execution of lease and early possession anticipated to commence in January, 2025
- SBIAA to remove all personal property and debris from Suite "C" and disconnect and safe-end utilities and HVAC serving office areas subject to removal by Thunder
- SBIAA to retain maintenance of building roof, walls, foundations and fire suppression.
- Thunder would maintain all portions of the premises and will directly pay all utility usage charges to the applicable uility provider.
- Thunder would be required to comply with all applicable laws, Airport, FAA, and TSA rules and regulations

Staff recommends that the Commission approve the recommended action as set forth above.

Attachments:

- 1. Site Map
- 2. Lease Exhibit
- 3. Form of Amended and Restated Lease





AMENDED AND RESTATED LEASE AGREEMENT

This Lease Agreement ("Lease") is made by and between the San Bernardino International Airport Authority, a regional joint powers authority ("Authority") and the "LESSEE" identified below.

Authority is the owner of that certain Building No. 56, Suite A ("Building"), located at 115 N. Del Rosa, in San Bernardino as described in Exhibit "A" (the "Premises"). Authority and LESSEE previously entered into a lease agreement for 35,508 square feet of space in Suite A on September 1, 2023. Thereafter, on February 8, 2024, Authority and LESSEE entered into Amendment No. 1 to the lease agreement expanding the Premises to include 29,239 square feet in Suite B. Authority and LESSEE now seek to amend and restate the lease agreement to include an additional 30,451 square feet of space in Suite C.

Authority hereby agrees to lease space in the building described below as the "Premises" to LESSEE and LESSEE hereby agrees to lease the Premises from Authority on the terms and conditions contained in the Basic Provisions and the General Provisions set forth below.

BASIC PROVISIONS

- 1. **LESSEE**: Thunder International Group, Inc., a California Corporation
- 2. LESSEE's Address: 19465 E Walnut Dr North., City of Industry, CA 91789
- **3.** *Premises*: Building No. 56, Suites "A, B, and C," located at 115 N. Del Rosa, consisting of approximately 95,198 square feet of office, warehouse and distribution space.
- **4.** *Term*: The term of this Lease shall be five (5) years and shall commence on the date that LESSEE delivers possession of Suite C to LESSEE or January 1, 2025 whichever occurs sooner ("Commencement Date") and continue through December 31, 2030 ("Expiration Date").
 - *See Exhibit "C," Early Possession.
- 5. Option to Extend Lease Term: Provided that LESSEE is not otherwise in default under any of the provisions of this Lease or any other agreement with Authority, LESSEE shall have an option to extend the Term of this Lease for an additional five (5) years ("Option Term"). Option Term shall be on the same terms and conditions as set forth in this Lease and subject to rent adjustments as provided in this Lease. LESSEE shall deliver to Authority written notice of LESSEE's intent to exercise the option to extend the Term of this Lease ("Option") at least six (6) full calendar months prior to the termination date of the Term of this Lease.
- **6.** *Base Rent*: LESSEE currently pays Base Rent in the amount of Seventy-One Thousand Four Hundred Seven and 37/100 Dollars (\$71,407.37) per month which amount shall be due and payable on the first (1st) day of each month through the Commencement Date. Thereafter, subject to the provisions of Exhibit "C" Early Possession, and after the One Hundred Twenty (120) day early possession period, the monthly Base Rent payable under this Lease for the Building shall be

Ninety-one Thousand Three Hundred Ninety and 08/100 Dollars (\$91,390.08) ("Base Rent") which is payable in advance on the first (1st) day of each month, without offset or deduction. The Base Rent payable hereunder shall be subject to adjustment as provided in Section 3 of the General Provisions. *See Exhibit "C," Early Possession

- 7. Parking Spaces: LESSEE shall have the non-exclusive right to use up to seventy-two (72) parking spaces located on the west side of the building. In addition, LESSEE shall have a limited right of first refusal to lease approximately 9,096 square feet of land for storage of up to three (3) shipping containers as more specifically described in Exhibit "D." Such right-of-first refusal shall be effective as of the Commencement Date and shall continue through Year One of the Lease. In the event the right-of-first refusal is exercised by LESSEE, LESSEE shall be required to pave the storage area and install screen fencing subject to prior written approval by LESSOR. Use of such storage area shall be subject to execution of a separate license agreement by and between LESSEE and the property owner.
- **8.** *Utilities:* LESSEE shall pay all charges for all electricity, gas, sewer, water, data, telephone, fire and security monitoring, trash disposal and other utility services which may be used or consumed by LESSEE on or for the Premises.
- 9. Security Deposit: The Authority acknowledges prior receipt of a security deposit in the amount of Nine-Two Thousand Three Hundred Twenty and 00/100 dollars (\$93,320.00) for Suite A, and Forty-Six Thousand Seven Hundred Eighty-Four and 10/100 (\$46,784.40) dollars for Suite B. LESSEE shall now deposit with Authority an additional security deposit equal to two month's rent for Suite C, in the amount of Forty Three Thousand Seven Hundred Twenty-one and 60/100 Dollars (\$42,675.76), for a total security deposit of One Hundred Eighty Two Thousand Seven Hundred Eighty and 16/100 dollars (\$182,780.16) which shall be held by Authority in accordance with the terms of Section 5 of the General Provisions.
- 10. Use of Premises: LESSEE shall use and occupy the Premises for the following purpose, and for no other purpose without the prior written consent of Authority: Logistics Center including air cargo handling, bonded warehousing, sorting, light processing and assembly, distribution and incidental uses related thereto. LESSEE may use forklift trucks, tractor-trailer trucks, pallets or other appropriate machines for its business at the Premises. LESSEE can grant access to the Premises to its employees, agents, clients, contractors or subcontractors for conducting its business.

11. Lease Improvements

Improvements")	muscally set fouth in Evhibit "D" Authority shall have no obligation to		
Except as expressly set forth in Exhibit "B," Authority shall have no obligatio construct any improvements on the Premises.			
12. Authority's Address:	San Bernardino International Airport Authority		

1601 East Third Street, Suite 100 San Bernardino, CA 92408

GENERAL PROVISIONS

1. Delivery of Premises. Authority will use commercially reasonable efforts to deliver possession of the Premises to LESSEE on the Commencement Date. In the event Authority is unable to deliver possession of the Premises by the Commencement Date, such date will be extended to the actual date of delivery of the Premises, and Authority shall not be subject to any liability or obligation to LESSEE by reason of such delay in delivery of the Premises. In the event Authority has not delivered possession of the Premises to LESSEE within thirty (30) days after the scheduled Commencement Date LESSEE shall have the right to terminate this Lease upon written notice to Authority given at any time prior to Authority's actual delivery of the Premises. LESSEE's obligations under this Lease will not begin until the Authority delivers the Premises to LESSEE pursuant to this Section 1.

2. Use of the Premises - Premises.

- **2.1** LESSEE shall comply with all of the following rules and regulations in the use and occupancy of the Premises:
 - (a) LESSEE shall not store any trash, containers, or other refuse outside of the Premises;
 - (b) LESSEE shall not display any merchandise, nor store or place any equipment or other items of personal property outside of the Premises without Authority's prior written consent;
 - (c) LESSEE shall not place any signs in the windows of the Premises nor paint or otherwise place markings on the windows or doors of the Premises, except for the name of LESSEE's business, without Authority's prior consent or as otherwise permitted under any sign criteria adopted by Authority from time to time;
 - (d) The vehicle parking areas are for the common use by occupants of the building and their employees and customers during LESSEE's hours of operation which are twenty-four (24) hours a day, seven (7) days a week.
 - (e) Authority reserves the right to adopt from time to time additional or alternative rules and regulations for the use and occupancy of the building, which rules and regulations shall be equally and nondiscriminatory applied to all occupants of the building. All such rules and regulations shall become effective within ten (10) days after a copy of the same is delivered to LESSEE.
 - (f) A commercial operating permit, together with the terms and conditions set forth therein, is required for LESSEE to gain access to and conduct commercial activity within the Airport Operations Area of the Airport.
- 2.2 Authority reserves the right to make changes to the Building including the parking lot for the Building and other areas of the Building designated for the common use of

occupants (the "Common Areas") and designate new or additional Common Areas, including establishing no parking areas, loading zones, or other such restrictions or use designations as Authority shall deem necessary or advisable, to modify or change the exterior of the buildings, and to grant easements or other rights with respect to the Building and surrounding area, all of which easements shall be prior and superior to this Lease; provided, however, that any such modifications, changes, or easements shall not materially interfere with LESSEE's use and enjoyment of the Premises.

3. Rent Adjustment. On each anniversary of the Commencement Date (including during any extended term) the amount of LESSEE's monthly rent hereunder shall be increased in an amount equal to the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, Riverside-San Bernardino-Ontario, CA, (December 2017=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") or Three Percent (3%) whichever is less

The Index for the calendar month which is three (3) months prior to the month in which falls the Commencement Date (hereinafter referred to as the "Computation Index") shall be compared to the Index (hereinafter referred to as the "Base Index") for the month which is twelve (12) months prior to the Computation Index and the monthly rent shall be increased in accordance with the percentage increase between the Computation Index and the Base Index; provided, however, that in no event shall the rental rate be decreased regardless of any reduction in the Index. Authority's failure or delay in timely calculating any rent increase shall not be deemed a waiver of such rent increase or any additional rent payable by reason thereof.

- **4.** Late Payment. The parties agree that if any rent payment is not timely received by Authority, Authority will incur additional expenses and costs and will be damaged in an amount that would be impractical or extremely difficult to ascertain. To liquidate the amount of such damages, LESSEE agrees to pay to Authority an amount equal to ten percent (10%) of the rent payment as a late charge for each rent payment not actually received by Authority at or prior to 5:00 p.m. on the tenth calendar day after it is due. Such late charge shall not, in any way, affect any of Authority's remedies with respect to late payment or non-payment by LESSEE of the monthly rent due hereunder.
- 5. Security Deposit. Upon the execution hereof, LESSEE shall deliver to Authority the amount set forth in Section 9 of the Basic Provisions (the "Security Deposit") which shall be held by Authority as security for the performance of all of LESSEE's obligations hereunder. The Security Deposit may be commingled by Authority in Authority's general accounts and will bear no interest. Whenever, and as often as LESSEE shall be in default in the performance of any obligations hereunder or the payment of any rent or other monetary sums hereunder, Authority may, but shall not be obligated to, apply said Security Deposit, or as much thereof as is necessary to cure the default. The application by Authority at any time prior to the termination of this Lease of the Security Deposit, or any portion thereof, to cure any default of LESSEE hereunder shall constitute a default of LESSEE and LESSEE shall forthwith pay to Authority the amount of such Security Deposit so applied. Within fifteen (15) days after the expiration of this Lease, and after discharge of LESSEE's obligations hereunder, any part

of the Security Deposit then remaining shall be delivered to LESSEE.

6. LESSEE's use and occupancy of the Premises is subject to the disclosures, restrictions, covenants and conditions contained in the Quitclaim Deed from the United States Air Force to the Authority executed on February 12, 1999, and recorded December 17, 1999, as Document Number 19990517892 in the Official Records of San Bernardino County. A copy of the Quitclaim Deed is available at Authority's office or upon request to Authority. LESSEE covenants and agrees to comply with all of the requirements of the Quitclaim Deed as they relate to LESSEE's use and occupancy of the Premises. In addition, LESSEE shall comply, as applicable, with the requirements of the United States Federal Aviation Administration provisions attached hereto as Exhibit "E" (FAA Required Provisions).

7. RESERVED

8. Insurance.

8.1 LESSEE's Insurance.

- (a) LESSEE at its sole cost and expense shall maintain comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury", including without limitation, bodily injury, death or property damage, occurring upon, in or about the Premises, such insurance to afford immediate protection, at the time of the inception of this Lease, and at all times during the term hereof, with limits of at least \$2,000,000 per occurrence and an aggregate of \$5,000,000.00. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the use, by or on behalf of LESSEE, or any other person or organization, of any owned, non-owned, leased or hired automotive equipment in the conduct of any and all operations permitted under this Lease.
- (b) LESSEE shall obtain and maintain insurance coverage on all of LESSEE's personal property, trade fixtures and other improvements to the Premises owned by LESSEE. Such insurance shall be full replacement cost coverage with a deductible not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by LESSEE for the replacement of personal property, trade fixtures and LESSEE owned improvements.
- (c) Authority's Insurance. Authority at is sole cost and expense, shall maintain fire and casualty insurance for the building and other improvements on the Premises in such amounts and with such deductibles as Authority deems appropriate; excluding, however, any coverage for LESSEE's personal property, equipment, or improvements on the Premises.
- **8.2** Compliance with Insurer Requirements. LESSEE shall, at LESSEE's sole expense, comply with all requirements, guidelines, rules, orders, and similar mandates and directives pertaining to the use of the Premises and the Premises, whether imposed by Authority or Authority's insurers. If LESSEE's business operations, conduct, or use of the Premises

cause any increase in the premium for any insurance policies carried by Authority, LESSEE shall, within ten (10) business days after receipt of written notice from Authority, reimburse Authority for the increase. LESSEE shall comply with all rules, orders, regulations, or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and of any similar body in effect during the term of this Lease.

- 8.3 Evidence of Insurance. The insurance required to be carried by LESSEE hereunder shall be issued by an insurer of recognized responsibility which is authorized to write insurance in the State of California and has a "General Policyholders Rating" of at least B+ or V in the current Best's Insurance Guide or is otherwise acceptable to Authority. Upon the execution of this Lease and thereafter not less than fifteen (15) days prior to the expiration of any policy of insurance required to be carried hereunder, LESSEE shall furnish to Authority evidence reasonably satisfactory to Authority of the payment of premiums and issuance of the policies of insurance required by this Section.
- **8.4** Notice to Authority. The policy of insurance required hereunder by LESSEE shall contain an agreement by the insurer that such policy will not be canceled without at least thirty (30) days prior written notice by certified mail to Authority.
- 9. *Property Taxes*. LESSEE shall pay, prior to delinquency, all applicable taxes on LESSEE's personal property and equipment, any possessory interest tax upon the leasehold interest under this Lease, all business license taxes, and any other taxes applicable to LESSEE's use, occupancy or business operations on the Premises. If the possessory interest of LESSEE in the Premises or the personal property taxes for LESSEE's equipment and property are not separately assessed and the tax liability of LESSEE is included in a joint assessment, then Authority shall equitably allocate the total tax liability assessed under such a joint assessment and LESSEE shall pay LESSEE's share of such amount to Authority within thirty (30) calendar days of receipt of Authority's determination.

10. Maintenance.

10.1 Condition of Demised Premises: LESSEE acknowledges, agrees and represents to the Authority that the Demised Premises and any portion thereof are leased in an "AS IS", "WHERE IS" and "SUBJECT TO ALL FAULTS" condition, without any representation or warranty by the Authority concerning the condition of the Premises, except as expressly set forth in this Lease, and without any obligation on the part of the Authority to make any alterations, repairs or additions to the Premises, except as expressly set forth in this Lease. LESSEE acknowledges that neither the Authority, nor anyone acting on behalf of the Authority, has made any representation or warranty concerning the condition or state of repair of the Premises, nor any agreement or promise to alter, improve, adapt or repair the Premises that is not fully set forth in this Lease.

10.2 Maintenance:

(a) The Authority shall be responsible for maintaining the structural portions of the building, the foundation, exterior walls, exterior doors, roof, fire suppression,

primary electrical equipment for the Building, the landscaping, parking lot, and primary water and sewer connections for the Building. Authority's only maintenance obligations shall be as provided above, it being understood and agreed that any other maintenance and repair of the Premises shall be the obligation of LESSEE as provided below. Notwithstanding the foregoing, Authority shall not be required to undertake any maintenance or repair work on the Building or Premises until LESSEE has furnished Authority with a written notice describing the maintenance or repair work necessary.

(b) Except for Authority's maintenance obligations as provided above, LESSEE shall, at its own cost and expense, maintain and keep the Premises and all improvements and fixtures located therein in a good condition and repair, including without limitation the interior walls, door, offices, floor coverings and interior surfaces, the electrical wiring and systems, plumbing, lighting, restrooms, and providing janitorial services to keep the Premises in a neat, safe and sanitary condition.

11. RESERVED

12. Compliance with Laws. LESSEE agrees to comply, at LESSEE's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to LESSEE's use and occupancy of the Premises and the operation of LESSEE's business thereon. LESSEE shall be responsible for making any and all alterations or improvements to the Premises as necessary to comply with applicable governmental laws, rules, ordinances and regulations which are trigged by the nature of LESSEE's business operations on the Premises; all of which alterations shall be subject to the provisions of Section 12. LESSEE shall not allow the Premises to be used for any unlawful purpose, nor shall LESSEE cause, maintain, or permit any nuisance in on or about the Premises or other conduct (including noise which can be heard outside of the Premises) which will interfere with other occupants of the Building or adjoining property owners or their tenants.

13. Alterations to the Premises.

13.1 LESSEE shall not make or suffer to be made any material modifications or alterations to the Demised Premises without first obtaining Authority's prior written consent to such modifications or alterations, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Authority may condition or withhold its consent in Authority's sole discretion to any modifications to structural components of the building or any penetrations or modifications to the roof. In requesting Authority's consent, LESSEE shall submit to Authority plans and specifications for the modifications or alterations to be made sufficient for Authority to determine the nature and scope of such modifications or improvements. If Authority disapproves LESSEE's plans and specifications, Authority shall give the reasons for such disapproval and LESSEE shall promptly revise the same to Authority's reasonable satisfaction. LESSEE shall provide Authority with at least ten (10) days' notice prior to having any construction materials delivered to the Demised Premises or commencing construction of any improvements and shall reasonably cooperate with Authority in the posting of a notice of non-responsibility

on the Demised Premises. LESSEE covenants and agrees that all Tenant Improvements constructed on the Demised Premises or work performed or caused to be performed by LESSEE shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Demised Premises.

- 13.2 Title to any Tenant Improvements constructed on the Demised Premises by LESSEE shall remain vested in LESSEE during the Term of this Lease. Upon the expiration or termination of this Lease all such Tenant Improvements shall be surrendered to Authority with the Demised Premises in good condition and repair and shall become the property of Authority, except for Personalty belonging to LESSEE as provided in Section 13.3 below. At the request of Authority, LESSEE shall provide a bill of sale transferring the Tenant Improvements to Authority. Notwithstanding the forgoing, Authority may notify LESSEE of the requirement for LESSEE to remove all or any portion of the Tenant Improvements within thirty (30) days after the expiration or termination of this Lease and LESSEE shall promptly remove that portion of the Tenant Improvement at LESSEE's cost and expense.
- 13.3 LESSEE may, without the prior written consent of the Authority, at LESSEE's sole cost and expense, install at the Demised Premises any trade fixtures, furnishings and equipment, all of which shall be deemed to be personal property of LESSEE (the "Personalty"). LESSEE shall have the right at any time during the Term to remove any or all of the Personalty, subject to LESSEE's obligation to repair damage, if any, resulting from such removal, at its sole cost and expense.
- 13.5 Any trade fixtures of LESSEE not removed from the Demised Premises prior to the expiration or earlier termination of the Term of this Lease, regardless of cause, shall automatically become the property of the Authority, as owner of the Demised Premises to which such fixtures are attached.
- 14. Liens. LESSEE shall not permit any mechanic's, materialmen's or other liens to be filed against the Premises nor against the LESSEE's leasehold interest in the Premises. If any such liens are filed, Authority may, without waiving Authority's rights and remedies based on such breach of LESSEE and without releasing LESSEE from any of LESSEE's obligations, cause such liens to be released by any means Authority shall deem proper, including payment in satisfaction of the claim giving rise to such lien. LESSEE shall pay to Authority at once, upon notice by Authority, any sum paid by Authority to remove such liens, together with interest at the rate of ten percent (10%) per annum.

15. Indemnification / Damage to LESSEE's Property.

15.1 LESSEE agrees to indemnify, defend (with counsel reasonably acceptable to Authority), and hold harmless Authority against and from any and all claims, actions, proceedings, liabilities, costs or expenses (collectively "Claims") arising out of or related to the Premises, or LESSEE's use and occupancy of the same, including without limitation, any Claims arising from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Premises or upon Common Areas of the Premises, and shall further

indemnify and hold harmless Authority against and from any and all Claims arising from any breach or default in the performance of any obligation on LESSEE's part to be performed under the terms of this Lease, or arising from any act, neglect, fault or omission of LESSEE, or of LESSEE's agents, employees, guests or customers. Notwithstanding anything herein to the contrary, LESSEE shall not be required to indemnify or defend Authority from any Claims resulting from the intentional or grossly negligent act of Authority.

- 15.2 Authority agrees to indemnify, defend (with counsel reasonably acceptable to LESSEE), and hold harmless LESSEE against and from all Claims arising out of or related to any breach or default in the performance of any obligation on Authority's part to be performed under the terms of this Lease, or arising from any act, neglect, fault or omission of Authority, or of Authority's agents, employees, guests or customers. Notwithstanding anything herein to the contrary, Authority shall not be required to indemnify or defend LESSEE from any Claims resulting from the intentional or grossly negligent act of LESSEE.
- 15.3 To the fullest extent permitted by law, LESSEE waives all claims (in law, equity, or otherwise) against Authority arising out of, knowingly and voluntarily assumes the risk of, and agrees that neither Authority nor Authority's agents shall not be liable to LESSEE for any of the following: (a) the injury or death of any person; or (b) the loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause whatsoever, including without limitation, fire, explosion, water or rain which may leak from any part of the Building or other areas of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface areas, or interruption with any utility service to the Premises. This exculpation clause shall not apply to claims against Authority or its agents to the extent that a final judgement of a court of competent jurisdiction establishes that the injury, loss, damage, or destruction was caused by Authority's negligence, fraud, or willful injury to person or property.

16. Assignment.

- 16.1 LESSEE shall not, either voluntarily or by operation of law, assign, sublet, sell, encumber, hypothecate, pledge, or otherwise transfer all or any part of LESSEE's leasehold estate hereunder. Authority may withhold its consent to any request to an assignment or subletting of the Premises by LESSEE or condition such consent as Authority deems necessary or appropriate in its sole and absolute discretion.
- 16.2 No assignment or subletting of this Lease, including any consent by Authority to such action, shall release LESSEE from any obligations hereunder. Consent by Authority to any assignment or subletting of this Lease shall not operate to exhaust Authority's rights under this Section nor limit Authority right to prohibit or condition any further assignment or subletting of this Lease in Authority's sole discretion.

17. Defaults.

- 17.1 The occurrence of any one or more of the following events shall constitute a default hereunder by LESSEE:
 - (a) Abandonment of the Premises by LESSEE. Abandonment is herein defined to include, but is not limited to, any absence by LESSEE from the Premises for five (5) days or longer while in material default of any provision of this Lease.
 - (b) The failure by LESSEE to make any payment of rent or any other payment required to be made by LESSEE hereunder within ten (10) days of the date the same shall be due.
 - (c) (i) The making by LESSEE of any general assignment for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE, the same is dismissed within thirty (30) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease where such seizure is not discharged within thirty (30) days.
 - (d) The failure by LESSEE to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in 17.1(a), (b), or (c) above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Authority to LESSEE; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161; provided, further, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE shall commence such cure within such fifteen-day period and thereafter diligently prosecute such cure to completion.
 - 17.2 The failure of Authority to perform any of its obligations hereunder which materially interferes with LESSEE's use of or operations at the Premises shall constituted a default under this Lease; provided that such default continues for fifteen (15) days or more after written notice from LESSEE to Authority; provided, further, that if the nature of Authority's default is such that more than fifteen (15) days are reasonably required for its cure, then Authority shall not be deemed to be in default if Authority shall commence such cure within such fifteen-day period and thereafter diligently prosecute such cure to completion.

18. Remedy on Default.

18.1 In the event of any default hereunder by LESSEE, in addition to any other remedies available to Authority at law or in equity, Authority shall have the immediate option to

terminate this Lease and all rights of LESSEE hereunder. In the event that Authority shall elect to so terminate this Lease then Authority may recover from LESSEE:

- (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that LESSEE proves could have been reasonably avoided; plus
- (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that LESSEE proves could be reasonably avoided; plus
- (d) any other amount necessary to compensate Authority for all the detriment proximately caused by LESSEE's failure to perform LESSEE's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.
- 18.2 As used in Section 18.1(a) and (b) above, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used in Section 18.1(c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).
- **18.3** In the event of a default hereunder by LESSEE, Authority has the remedy described in California Civil Code Section 1951.4 (Authority may continue this Lease in effect after LESSEE's breach and abandonment and recover rent as it becomes due, if LESSEE has the right to sublet or assign, subject only to reasonable limitations).
- 18.4 All rights, options and remedies of Authority contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Authority shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of LESSEE hereunder shall be implied from any acceptance by Authority of any rent or other payments due hereunder or any omission by Authority to take any such action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in such waiver. The consent or approval of Authority to or of any act by LESSEE requiring Authority's consent or approval shall not be deemed to waive or render unnecessary Authority's consent or approval to or of any subsequent similar acts by LESSEE.
- 18.5 In the event of a default by Authority under this Lease, LESSEE's remedy shall be the termination of this Lease and LESSEE shall have the right to seek such damages as permitted under applicable law; provided, however that LESSEE waives any claim for consequential or punitive damages as a result of Authority's default under this Lease or

any act or omission of the Chief Executive Officer or Authority's officers, employees, attorneys or agents.

19. Damage to Premises.

- As used herein the term "Material Damage" shall mean any damage or destruction to the Premises or any part of the Building or Common Areas which are necessary for LESSEE's use and enjoyment of the Premises by fire or by any other casualty to the extent that it materially interferes with LESSEE's use of the Premises. Should Material Damage occur Authority shall have the right, at is option to be exercised within forty-five (45) days of the date of such damage, to either (i) undertake to repair such damage as soon as reasonably practicable in view of the extend of such damage or destruction, in which event this Lease shall continue in full force and effect, except that LESSEE shall be entitled to the abatement of rent as provided below; or (ii) terminate this Lease by delivering written notice to LESSEE of Authority's election to so terminate. Authority shall, at Authority's expense, repair any non-Material Damage to the Premise or Premises as soon as reasonably practicable in view of the extent of such damage or destruction. If Authority chooses to repair Material Damage to the Premises and either (i) the repair cannot reasonably be expected to be completed within one hundred eighty (180) days after the occurrence of such damage or destruction, or (ii) Authority fails to complete such repair within such 180 day period, LESSEE may terminate this Lease by providing a written notice to Authority. Notwithstanding the foregoing, Authority shall have no responsibility to repair any damage or destruction to LESSEE's personal property or equipment or any alterations or improvements made by LESSEE on the Premises.
- 19.2 If this Lease is terminated as provided above, rent shall be prorated as of the time of the damage and any overpayment refunded. If Authority elects to repair the damage, this Lease shall continue and rent shall be abated during the period between the happening of the damage and completion of the repair proportionate to the extent such damage or destruction interferes with LESSEE's use of the Premises. Authority shall not be liable to LESSEE for any lost profits or damage to LESSEE's personal property caused by the occurrence of any damage or destruction to the Premises, the Building or the Common Areas. LESSEE hereby waives the provisions of Sections 1932(2) and 1933(4) of the California Civil Code and agrees that upon any damage or destruction to the Premises, Building or Common Areas, the provisions of this Section shall be used to determine whether this Lease shall be terminated or remain in effect.
- 20. Holding Over. LESSEE may not hold over upon the expiration of the Lease. If LESSEE holds over after the expiration or earlier termination of the term hereof without the express written consent of Authority, LESSEE shall become a LESSEE at sufferance only, at a rental rate equal to one hundred twenty percent (120%) of the rent in effect upon the date of such expiration or termination. Acceptance by Authority of rent after such expiration or earlier termination shall result in the creation of a month-to-month tenancy on the terms of this Lease so far as applicable, excluding any option to extend the term of this Lease.
- 21. Authority's Right of Entry. Authority reserves and shall at any and all times have the right

to enter the Premises to inspect and repair the same and provide services hereunder, and at any time submit the Premises to prospective LESSEEs all without being deemed guilty of any eviction of LESSEE and without abatement of rent. For each of the aforesaid purposes, Authority shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding LESSEE's vaults and safes, and LESSEE shall not change the locks on the doors to the Premises without Authority's prior consent and providing Authority with a key to such new or modified lock. Other than in event of an emergency, Authority shall at all times provide reasonable notice to LESSEE prior to entering the Premises.

22. Eminent Domain. Subject to Airport deed restrictions, in the event any portion of the Premises, or 25 percent or more of the Common Area, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party hereunder shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to such authority. LESSEE shall not assert any claim against Authority or the taking authority for any compensation because of such taking, and Authority shall be entitled to receive the entire amount of any award without deduction for any estate or interest of LESSEE. In the event the amount of property or the type of estate taken shall not result in a termination of this Lease, Authority shall be entitled to the entire amount of the award without deduction for any estate or interest of LESSEE, and Authority shall promptly proceed to restore the Common Areas, or Premises as applicable, to substantially its same condition prior to such partial taking. LESSEE shall not be entitled to any reduction in Base Rent by reason of any taking of the Common Areas, provided that the taking does not materially interfere with LESSEE's use of the Premises. Nothing contained in this Section shall be deemed to give Authority any interest in any award made to LESSEE for the taking of personal property and fixtures belonging to LESSEE or for LESSEE's relocation expenses provided that such award to LESSEE, if any, shall not reduce the award that would otherwise be made to Authority for the taking of the Common Areas or the Premises, as applicable.

23. Hazardous Waste.

- 23.1 As used herein, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material, waste, pollutant or contaminant, as defined, listed or regulated by any federal, state or local law, regulation or order, by common law decision, or the presence of which may give rise to liability under any statutory or common law theory based on negligence, trespass, nuisance, waste or strict liability, including without limitation, any petroleum products, by-products or hydrocarbons. The "Presence" of hazardous materials shall mean the manufacture, distribution, production, treatment, use, generation, storage, disposal, removal and/or transportation of Hazardous Materials.
- **23.2** LESSEE represents and warrants to Authority and agrees, at all times during the term of this Lease, as follows:
 - (a) Except as provided below, LESSEE shall not permit the Presence of Hazardous Materials on, under or about the Premises or the Premises, without receiving

Authority's prior written consent, which consent Authority may withhold in its sole and absolute discretion and, if given, subsequently revoke at any time. Notwithstanding the above, LESSEE may without Authority's written consent permit the Presence of such Hazardous Materials on the Premises in such amounts as are necessary in the ordinary course of conducting LESSEE's business as described in Section 10 of the Basic Provisions provided that LESSEE shall be subject to all of the remaining provisions of this Section. If Authority consents to the Presence of any such Hazardous Materials, or if Authority's consent thereto is not required, then LESSEE shall conduct any activities in connection with the Presence of such Hazardous Materials strictly in compliance with all applicable regulations, using all necessary and appropriate precautions. LESSEE shall be liable to Authority for the Presence of any Hazardous Materials caused or permitted to be caused by LESSEE, LESSEE's employees, agents, contractors, licensees or invitees, whether or not consented to by Authority hereunder;

- (b) LESSEE agrees to indemnify, protect and hold Authority, its agents and employees, harmless from any and all demands, claims, causes of actions, penalties, liabilities, judgments, damages, and expenses including, without limitation, court costs and reasonable attorney's fees incurred by Authority as a result of (i) LESSEE's failure or delay in properly complying with all applicable regulations regarding the Presence of Hazardous Materials; or (ii) any adverse effect which results from the presence of any Hazardous Materials in or about the Premises or the Premises or the contamination of the Premises or Premises by Hazardous Materials caused or contributed to by LESSEE. If any action or proceeding is brought against Authority, Authority's agents or employees by reason of such claim, LESSEE, upon notice from Authority, will defend such claim at LESSEE's expense with counsel satisfactory to Authority. This indemnification by LESSEE of Authority shall survive the termination of this Lease;
- (c) LESSEE shall allow Authority and Authority's agents, access and the right to enter and inspect the Premises for the Presence of any Hazardous Materials or any contamination of the Premises, at any time deemed reasonable by Authority, without prior notice to LESSEE, and in the event a release of Hazardous Materials occurs on or effects the Premises, LESSEE shall permit Authority or Authority's agents to enter the Premises at any time, without prior notice, to inspect, monitor, take emergency or long term remedial action, discharge LESSEE's obligations hereunder if LESSEE has failed to do so, or take any other action to restore the Premises to its original condition.
- **24.** *Subordination.* Without the necessity of any additional document being executed by LESSEE, at the election of Authority or any beneficiary of a deed of trust or any mortgagee with a lien on the Premises, this Lease shall be subordinate to the lien of any such mortgage or deed of trust which may now exist or hereafter be executed by Authority; provided, however, that in the event of any mortgage or deed of trust executed after the date of this Lease, the beneficiary or mortgagee thereunder shall provide to LESSEE a non-disturbance agreement providing that LESSEE's right to possession, quite enjoyment, and use of the

Premises will not be disturbed so long as LESSEE is not in default of any of its obligations hereunder. Within ten (10) days of the request of Authority, LESSEE shall deliver to Authority any additional documents evidencing the subordination of this Lease to the lien of any such mortgage or deed of trust.

- 25. Estoppel Certificate. Within ten (10) days of the written request of Authority, LESSEE shall execute and deliver to Authority a statement certifying: (i) the commencement date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications; (iii) the date to which the rent and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Authority or LESSEE except as specified in LESSEE's statement; (v) the fact that LESSEE does not have any option, right of first refusal or other right to purchase or acquire the Premises; and (vi) such other matters as requested by Authority. Authority and LESSEE intend that any statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest therein.
- **26.** California Law to Apply. This Lease shall be governed by the laws of the State of California and any question arising hereunder shall be construed or determined according to such laws.
- **27.** *Disputes*. Any actions or proceedings arising under, growing out of, or in any way related to this Lease shall be instituted and prosecuted only in courts located in the County of San Bernardino, State of California, and each party hereto expressly waives its right, under Part II, Title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.
- **28.** Attorneys' Fees. If either of the parties hereto shall bring any action or proceeding against the other to enforce or declare any rights herein created, or to bring about or declare the cancellation or rescission of this Lease, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorneys' fees and costs incurred in connection therewith.
- **29.** *Integration*. This Lease contains the entire agreement and understanding between the parties with respect to the Premises. There are no oral understandings, terms or conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms, or conditions are deemed merged into this Lease. This Lease may not be changed orally, but only by agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
- **30.** *Counterparts*. This Lease may be executed in counterparts, all of which shall be deemed an original, but which together shall constitute one and the same Lease.
- 31. Notices. The address of the parties hereto for the purpose of any notices, demands of other

communications (all of which shall be hereinafter collectively referred to as "Notices"), required or permitted by law or any provision of this Lease are set forth in the Basic Provisions. Any party may, upon written notice to the other, change its address for such Notice. All Notices of any kind which any party may be required or desires to give to or serve upon any other party shall be in writing and shall be deemed timely only in the event of the actual receipt of such Notice by the party to whom the Notice is directed (or the refusal of delivery of such Notice by such party) at or prior to the time specified.

32. Miscellaneous.

- 32.1 No modification or amendment of this Lease is effective unless both parties agree to such modification or amendment in writing. Neither Authority or Lessee shall unreasonably withhold its consent to changes or amendments to this Lease requested by the other party, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.
- **32.2** Time is of the essence of this Lease.
- 32.3 This Lease shall be construed as a whole and in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of the Lease to which they pertain.
- 33.4 The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.
- 33.5 This Lease shall inure to the benefit and be binding upon the heirs, successors, administrators, executors and assigns of the respective parties hereto.

[Signature Page to Follow]

EXECUTED as of is day of	, 2024.
	<u>LESSOR</u> :
	SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a Regional Joint Power Authority
	By: Name: Michael Burrows Title: Chief Executive Officer
	<u>LESSEE</u> :
	THUNDER INTERNATIONAL GROUP, INC., a California corporation
	By: Name:
	Title:

Exhibit "A" SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY Thunder X Suite C Thunder X Suite B COMMISSARY BUILDING LEASE EXHIBIT GKK GOVERNMENT NORTH EXHIBIT A Thunder X Suite A

Exhibit "B" Improvements by Authority

The following building interior improvements shall be the responsibility of Authority:

1. Disconnect utilities and climate control ducting within area designated for demolition by LESSEE. Patch and repair east/ rear warehouse floor and replace three (3) dock levelers. Repair up to three (3) roll-up doors.

Authority shall not be responsible for any other interior improvements to the Premises.

Exhibit "C" Early Possession

LESSEE shall have up to one hundred and twenty (120) days following the Commencement Date to complete its tenant improvements and installation of fixtures and equipment at no charge for base rent, not including utility costs for the Premises.

In no event shall this period of Early Possession shall exceed one hundred and twenty (120) days without commencement of Base Rent to be paid by LESSEE.

Exhibit "D"
Parking Areas



Exhibit "E" FAA Required Provisions

FAA Contract Provisions for Leases, License Agreements and Permits

1. GENERAL CIVIL RIGHTS PROVISIONS

- A. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.
- C. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

2. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non- discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

- A. The (grantee, lessee, LESSEE, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, LESSEE, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the SBIAA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.

4. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the SBIAA pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, LESSEE, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land" that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, LESSEE, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the SBIAA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC
 - § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "program or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 168, et seq).



TO: San Bernardino International Airport Authority Commission

DATE: October 23, 2024

ITEM NO: 9

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM THIRD QUARTER 2024 REPORT

SUMMARY

The San Bernardino International Airport (SBD) continues to be a leading economic contributor to the region it serves, with jobs and aircraft activity increasing steadily in recent years. Commercial passenger service, air cargo operations, and supporting airport facilities will continue to bring career opportunities, travelers, goods, and prosperity to the region, but may also lead to questions and concerns from those whom live and work nearby. The SBD Good Neighbor Program is designed to help the Airport educate, listen to, and learn from the community it serves.

The SBD Good Neighbor Program is designed to inform residents and business owners about what to expect from operational changes at the Airport, and how developments will benefit the community, while providing a two-way communication channel that facilitates information sharing with community members. By committing to ongoing dialogue, sharing up-to-date information, and increasing opportunities for well-paying jobs, this program will ensure the Airport remains a good neighbor now and into the future.

RECOMMENDED ACTION(S)

Consider and discuss the SBD Good Neighbor Program quarterly report.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

In recent years, aircraft activity at SBD has continued to evolve and grow across aviation segments. Balancing future growth with long-term community expectations requires careful planning and transparent delivery of consistent two-way communications in support of aircraft noise management programs and community initiatives. Effective communications are designed to minimize unanticipated impacts that may constrain future airport capacity and development needs.

Through technical tools and specialized services supporting the SBD Good Neighbor Program, each quarter a report will be shared with the San Bernardino International Airport Authority (SBIAA) Commission, the Federal Aviation Administration (FAA), and the community. The report will review ongoing outreach initiatives, aircraft activity, and a summary of aircraft noise concerns by the numbers. Since Fall 2019, Staff has worked with industry partners to develop a responsive and informative program that includes Aviatrix Communications, LLC, a firm specializing in aircraft noise management programs and community outreach initiatives. The firm's principal partners have led aircraft noise management efforts and community outreach initiatives at noise-impacted airports around the country, including San Diego and San Jose, among others.

An oral report and presentation will be provided at the meeting.

For informational and discussion purposes.

Attachments:

1. SBD Good Neighbor Program 2024 Q3 Report



Program Components

By committing to ongoing dialogue, sharing up-to-date information, and increasing channels to receive feedback, the program ensures San Bernardino International Airport remains a good neighbor.



COMMUNITY OUTREACH

Presentations, reports to jurisdictions, communications efforts



GAIN FEEDBACK & LISTEN

Noise comment and general feedback forms



EDUCATION

Website to provide information, explanatory videos



PHONE

Dedicated noise hotline



COMMUNICATIONS

Reports to the Board, e-newsletter, social media



EMAIL

sbdgoodneighbor.com/contact-us/



San Bernardino International Airport Good Neighbor Program

San Bernardino International Airport launched the SBD Good Neighbor Program in July 2020.

This proactive effort allows the airport to inform the community about new and ongoing developments at the airport.

A program update follows.









San Bernardino International Airport Good Neighbor Program

Notable developments for 3Q24:

- Published Good Neighbor News Summer 2024 newsletter, shared individual articles, and promoted subscriptions
- Continued to promote air service, low fares, easy access, affordable parking, and traveler amenities
- Notified the community about the ongoing activation of the San Bernardino Air Tanker Base aerial firefighting operation and the role SBD and its partners play in the response
 - Thanked the brave firefighters and ground crew members for working 24/7 to protect people and property in the region, and
- Promoted the "Cruising at Altitude" free concert on the tarmac, celebrating two years of easy and affordable travel at SBD.





Supporting Fire Safety

Social Media - Strategy

- Facebook, Instagram, X, LinkedIn, & YouTube
- Increase followers and engagement by:
 - Emphasizing Good Neighbor Program
 - Generating original, dynamic content
 - Encouraging comments & sign-ups
 - Tagging partners
 - Posting weekly
 - Boosting posts





Disclaimer: SBD Good Neighbor Program

SBD Good Neighbor Program Noise Report presents noise monitoring information managed by the SBD Good Neighbor Program. SBD International Airport has no authority over the movement of aircraft or the direction of flight. The authority to regulate flight patterns of aircraft is vested exclusively in the Federal Aviation Administration (FAA). FAA air traffic controllers have the responsibility for directing aircraft on the ground and in flight, and the pilot in command has the final authority as to the safe flight of their aircraft. Pilots in command make the final decisions relative to runway use; therefore, pilots may request to use any available runway. Neither the airport nor the FAA air traffic controllers may restrict a pilot's access to an available runway.

Introduction

Quarterly Report - October 2024













43 noise comments

- Filed by 11 households

A first look at the first month of the quarter.

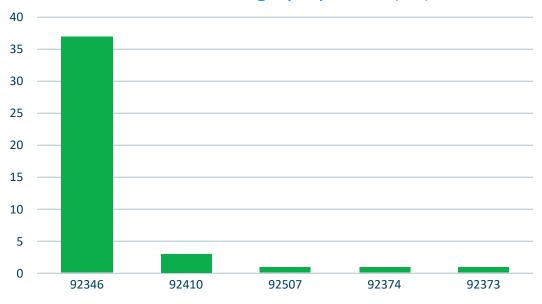
Comments in July

SBD International Airport

July 2024

ZIP CODE	СІТҮ	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92346	Highland	37	6	6.2
92410	San Bernardino	3	2	1.5
92507	Riverside	1	1	1.0
92374	Redlands	1	1	1.0
92373	Redlands	1	1	1.0
TOTALS		43	11	3.9

Area Ranking by Zip Code (All)

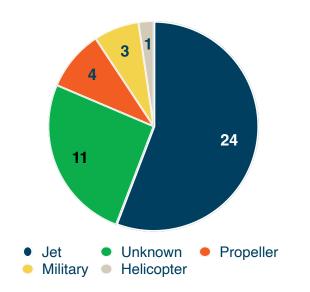


Comment Breakdown

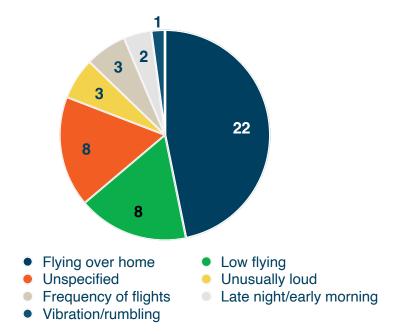
SBD International Airport

July 2024

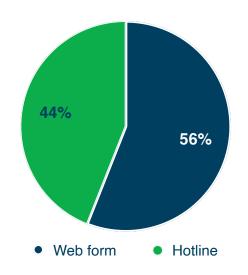
Comments by Aircraft Category



Comments by Concern



Filing Method





51 noise comments

- Filed by 10 households

A first look at the second month of the quarter.



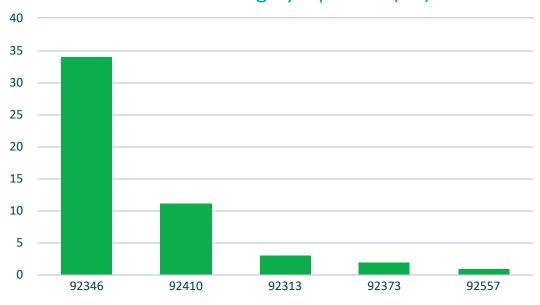
Comments in August

SBD International Airport

August 2024

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92346	Highland	34	4	8.5
92410	San Bernardino	11	1	11.0
92313	Grand Terrace	3	2	1.5
92373	Redlands	2	2	1.0
92557	Moreno Valley	1	1	1.0
TOTALS		51	10	5.1

Area Ranking by Zip Code (All)

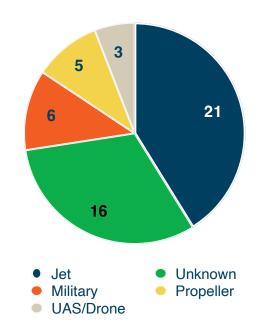


Comment Breakdown

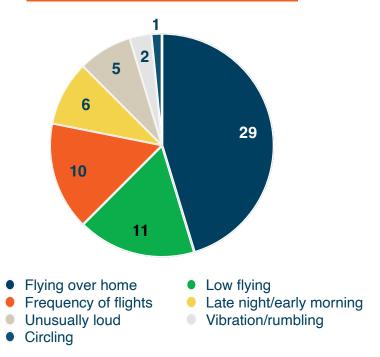
SBD International Airport

August 2024

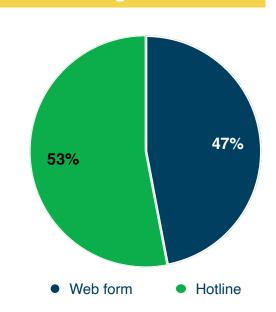
Comments by Aircraft Category



Comments by Concern



Filing Method





14 noise comments

- Filed by 6 households

A first look at the last month of the quarter.

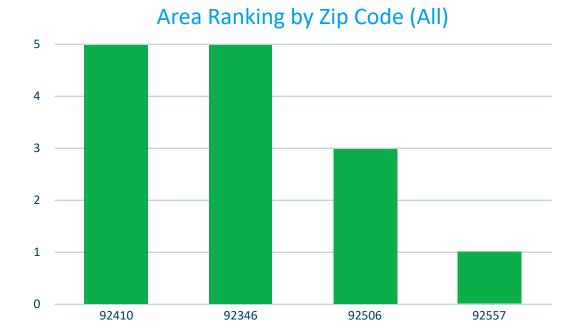


Comments in September

SBD International Airport

September 2024

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92410	San Bernardino	5	1	5.0
92346	Highland	5	3	1.7
92506	Riverside	3	1	3.0
92557	Moreno Valley	1	1	1.0
TOTALS		14	6	2.3

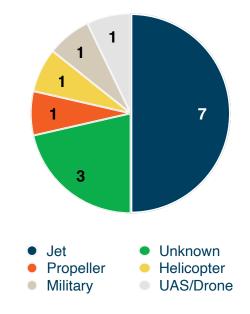


Comment Breakdown

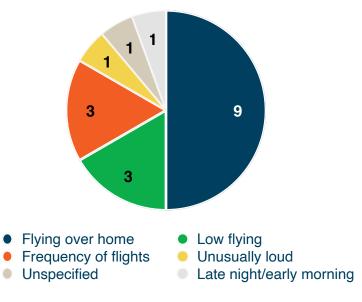
SBD International Airport

September 2024

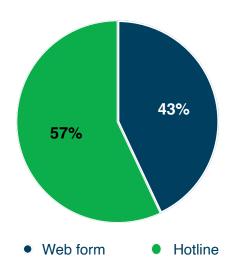
Comments by Aircraft Category



Comments by Concern



Filing Method



TOTALS & TRENDS

A look at the number of comments in the third quarter, year-over-year, and the areas of origination.

Noise comments for San Bernardino International Airport decreased in 3Q24, YoY, despite:

- Ongoing aircraft operations, particularly related to the wildfires' aerial response in the Inland Empire region, and
- **Continued information and** communications about the Good Neighbor Program to neighbors, aligned with available resources.

Totals & Trends

SBD International Airport

July – September 2024

21

Distinct households filed aircraft noise comments this quarter.



Noise comments received from those households.

ZIP CODE	CITY	COMMENTS	HOUSEHOLDS	COMMENTS/ HOUSEHOLD
92346	Highland	76	9	8.4
92410	San Bernardino	19	2	9.5
92313	Grand Terrace	3	2	1.5
92506	Riverside	3	1	3.0
92373	Redlands	3	3	1.0
92557	Moreno Valley	2	2	1.0
92374	Redlands	1	1	1.0
92507	Riverside	1	1	1.0
TOTALS		108	21	5.1

Totals & Trends

SBD International Airport July – September 2024

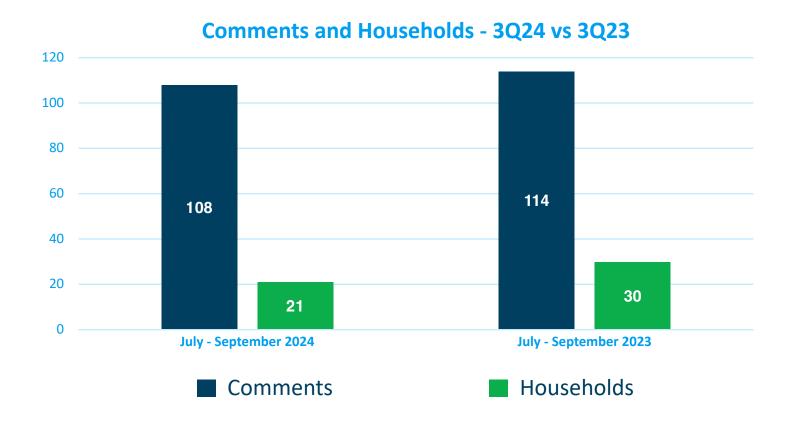
Top 5 Commenters - 3Q24

RANK	HOUSEHOLD ID	CITY	NUMBER OF COMMENTS
1	G183	Highland	34
2	G257	Highland	24
3	H189	San Bernardino	18
4	R96	Highland	10
5	B270	Riverside	3
TOTAL			89

Totals & Trends

SBD International Airport

3Q YoY Trends



COMMENT BREAKDOWN

What people are saying about activities at San Bernardino International Airport.

Most people are concerned about an airplane's proximity to their home.

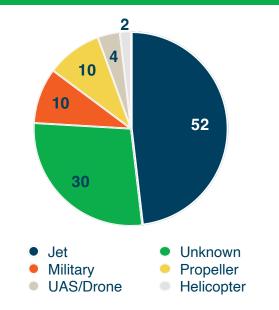


Comment Breakdown

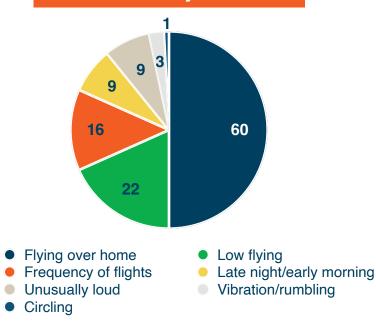
SBD International Airport

July – September 2024

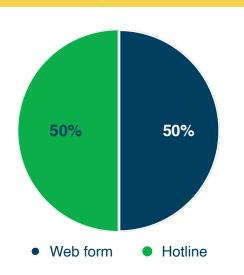
Comments by Aircraft Category



Comments by Concern



Filing Method



Comment Breakdown

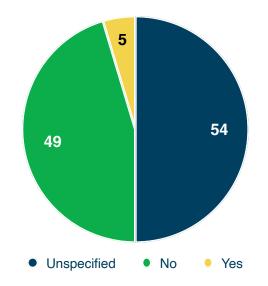
SBD International Airport

July – September 2024

COMMENT BY CONCERN	MENTIONS
Flying over home	60
Low flying	22
Frequency of flights	16
Late night/early morning	9
Unusually loud	9
Vibration/rumbling	3
Circling	1

AIRCRAFT CATEGORY	MENTIONS
Jet	52
Unknown	30
Military	10
Propeller	10
UAS/Drone	4
Helicopter	2

Response Requested



COMMENT MAP

A look at where the comments originate.

Most comments come from within 5 — 10 miles of the airport.



Comment Map

SBD International Airport

July – September 2024

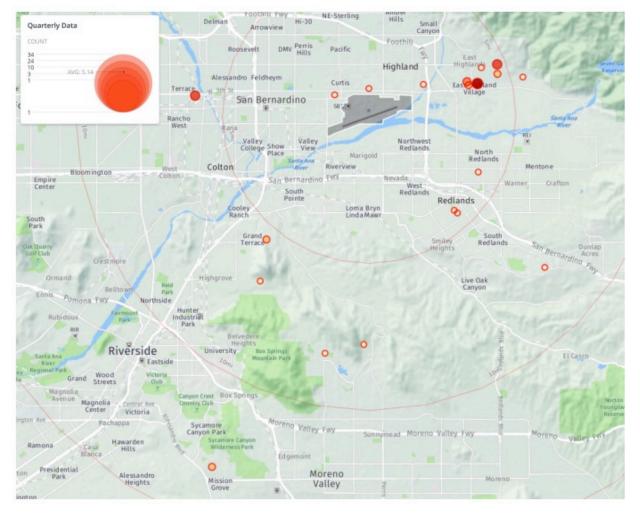


Distinct households filed aircraft noise comments this quarter.



Noise comments received from those households.

Comment Map: July – September 2024



NOTE: Map shows comments from distinct households. Noise comments from households submitted without valid address information are not depicted on the map.



Final Thoughts

3Q24 vs. 2Q24 (QoQ):

Noise comments <u>increased</u>. Number of households filing <u>increased</u>. 3Q24 vs. 3Q23 (YoY):

Noise comments <u>decreased</u>. Number of households filing <u>decreased</u>.

YoY noise comments decrease attributed to:

- Airport, media, and government agencies' outreach regarding wildfires burning in the Inland Empire region and the related aerial response
- Engaged and concerned community members seeking information about aircraft, and
- Ongoing community education and engagement about aircraft operations at SBD.

The Good Neighbor Program is an important community resource, offering:

- An outlet for neighbors
- Pilot education about neighborhood noise sensitivity, and
- Community education and awareness about airport operations, activities, developments, and SBD's support to the region it serves.





TO: San Bernardino International Airport Authority Commission

DATE: October 23, 2024

ITEM NO: 10

PRESENTER: Michael Burrows, Chief Executive Officer

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

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

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

BACKGROUND INFORMATION

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

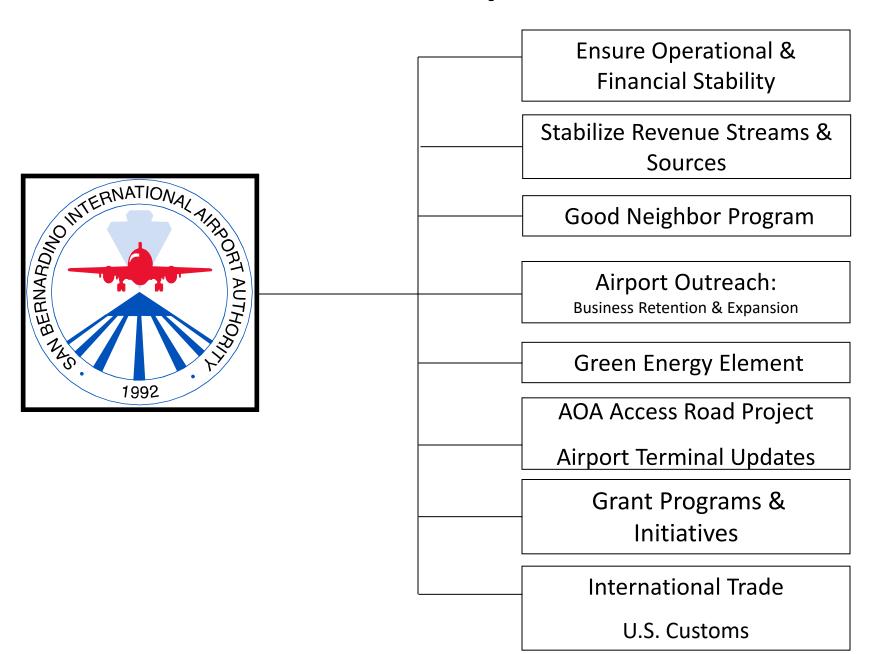
This status is offered for consideration and review. Updates and adjustments should be made, as appropriate, at each monthly interval.

For review and discussion.

Attachments:

1. SBIAA Action Plan

October, 2024 – Airport Focal Areas





San Bernardino International Airport Authority

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

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

