

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, APRIL 23, 2025

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:

Joe Baca, Jr.

Supervisor, County of San Bernardino

Kim Knaus

Councilmember, City of San Bernardino

Theodore Sanchez

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Phillip Dupper

Mayor, City of Loma Linda

John Echevarria

Mayor Pro Tem, City of Colton

Larry McCallon

Councilmember, City of Highland

Fred Shorett

Councilmember, City of San Bernardino

- 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.

A. CALL TO ORDER / ROLL CALL

B. CLOSED SESSION PUBLIC COMMENT

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

C. CLOSED SESSION

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

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- 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: Lee v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2417207

D. REPORT ON CLOSED SESSION

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

ORDER OF BUSINESS – OPEN SESSION

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

E. ITEMS TO BE ADDED OR DELETED

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

F. CONFLICT OF INTEREST DISCLOSURE

1. POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF APRIL 23, 2025
[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#: 022**]
- b. REPORT ON FAA GRANT PROJECTS
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 023**]
- c. REPORT ON UPDATED RECORDS RETENTION SCHEDULE
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 024**]

H. COMMISSION CONSENT ITEMS

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

3. REGISTER OF DEMANDS FOR MARCH 2025
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 025**]

4. RECEIVE AND FILE TREASURER'S REPORT FOR FEBRUARY 28, 2025 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 033**]
5. RATIFY THE PURCHASE OF ONE (1) AVIGILON AI NETWORK (AINVR) VIDEO RECORDER SERVER FROM BLUE VIOLET NETWORKS FOR THE AMOUNT OF \$58,590.49
[PRESENTER: Mark Dennis, IT Manager **PAGE#: 036**]
6. APPROVE MEETING MINUTES: MARCH 26, 2025
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 042**]

I. COMMISSION ACTION ITEMS

7. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-2025
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 049**]
8. APPROVE A MULTI-YEAR SERVICE AGREEMENT WITH AMTECH ELEVATOR SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$146,880 FOR PREVENTATIVE MAINTENANCE SERVICES OF ALL SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) ELEVATORS AND ESCALATORS
[PRESENTER: Jonathan Galvan, Airport Manager **PAGE#: 052**]
9. APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$545,629 FOR THE RECONSTRUCT PORTION OF TAXIWAY 'A' PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 073**]
10. APPROVE AWARD OF A CONSTRUCTION CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY IN AN AMOUNT NOT TO EXCEED \$3,716,735 FOR THE RECONSTRUCT PORTION OF TAXIWAY 'A' PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 116**]
11. CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM FIRST QUARTER 2025 REPORT
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 119**]
12. REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025
[PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 147**]

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, May 28, 2025.

| | |
|---|--|
|  | <p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: April 23, 2025</p> <p>ITEM NO: 1</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p> |
|---|--|

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF APRIL 23, 2025

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

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

| <u>Agenda Item No.</u> | <u>Contractors/Tenants</u> | <u>Subcontractors/Subtenants</u> |
|-----------------------------------|--|---|
| 8. | <u>Amtech Elevator Services, LLC</u> Judith F. Marks, CEO/President Timothy Herter, Branch General Manager Jesse Herrera, Account Manager Raquel Flores, Service Supervisor | None. |
| 9. | <u>AECOM Technical Services, Inc.</u> Matt Crane, President Allison Hall, CFO/Treasurer Karl Jensen, CEO Armond Tatevossian, Secretary Matt Ulukaya, Vice President Duke Young, Vice President Andrew Liu, Vice President | See Attached. |

- | | | |
|-----|---|-------|
| 10. | <u>Sully-Miller Contracting Company</u> William J.T. Boyd, President Scott Bottomley, Vice President Jae Won, CFO/Treasurer/VP/ Asst. Sec. Jeff Galterio, Vice President Anthony Lino, Assistant Secretary | None. |
| 11. | <u>Aviatrix Communications, LLC</u> Kathryn Franco Jones, Owner | None. |

Attachments:

1. California Government Code §§ 84308 and 87103
2. California Code of Regulations, Title 2, Division 6, §18438
3. AECOM Technical Services, LLC Subcontractors List

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 84308

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Government Code.

6 HISTORY

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

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

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

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

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

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

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

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

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

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

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

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

COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT
VENDOR/SUPPLIER

DECLARATION

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

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

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

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

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

TELEPHONE: 714-245-2920

FAX: 714-245-2950

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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

| Name | Title |
|---------------------|--------------|
| Christopher M. Diaz | President |
| | |
| | |
| | |
| | |

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

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

| Name | Title |
|---------------------|--------------|
| Christopher M. Diaz | President |
| | |
| | |

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


COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT
VENDOR/SUPPLIER

DECLARATION

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

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

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

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

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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

| Name | Title |
|------------------------|--------------------------|
| Meagan Guida | CEO/CFO |
| Ralph W. Guida IV, PLS | President |
| Bernie McInally, PLS | Executive Vice President |
| | |
| | |

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

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

| Name | Title |
|------------------------|--------------------------|
| Bernie McInally, PLS | Executive Vice President |
| Ralph W. Guida IV, PLS | President |
| Lisa Spivak, PLS | Executive Vice President |

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

COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT
VENDOR/SUPPLIER

DECLARATION

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

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

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

LEGAL NAME OF COMPANY: MTGL, Inc.

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

TELEPHONE: (714) 632-2999

FAX: (714) 632-2974

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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

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

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

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

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

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

COMPANY INFORMATION SHEET

SUBCONTRACTOR/SUBCONSULTANT
VENDOR/SUPPLIER

DECLARATION

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

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

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

LEGAL NAME OF COMPANY: Ross T Riddell and Associates

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

TELEPHONE: +1 352 502 1935

FAX: N/A

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

Nevada

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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


| Name | Title |
|---------------------|--------------|
| Ross Thomas Riddell | President |
| | |
| | |
| | |
| | |

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

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

| Name | Title |
|---------------------|--------------|
| Ross Thomas Riddell | President |
| | |
| | |

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

| | |
|---|--|
|  | <p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: April 23, 2025</p> <p>ITEM NO: 2a</p> <p>PRESENTER: Michael Burrows, Chief Executive Officer</p> |
|---|--|

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None

| | |
|---|--|
|  | <p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: April 23, 2025</p> <p>ITEM NO: 2b</p> <p>PRESENTER: Mark Gibbs, Director of Aviation</p> |
|---|--|

SUBJECT: INFORMATIONAL ITEMS – REPORT ON FAA GRANT PROJECTS

SUMMARY

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


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

BACKGROUND INFORMATION

None.

Attachments:

1. None

| | |
|---|---|
|  | <p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: April 23, 2025</p> <p>ITEM NO: 2c</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p> |
|---|---|

SUBJECT: INFORMATIONAL ITEMS – REPORT ON UPDATED RECORDS RETENTION SCHEDULE

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

None.

Attachments:

1. None



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR MARCH 2025

SUMMARY

SBIAA's Register of Demands for March 2025.

RECOMMENDED ACTION(S)

Receive for information.

FISCAL IMPACT

Various accounts as shown.

| | |
|--|-----------------|
| 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

The attached Register of Demands corresponds to checks issued in the month of March 2025. The total of the register is \$7,725,524.70.

Fuel: Titan Aviation Fuels was paid \$5,765,551.67 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. was paid \$36,409.91 for fuel to operate SBIAA vehicles and for resale at Luxivair-SBD.

Benefits: Legal Shield Services Inc. were paid a total of \$718.75.

Utilities: Burrtec Waste Industries Inc., City of San Bernardino Water Department, East Valley Water District, Frontier Communications Corporation, Granite Telecommunications Corporation, Southern California Edison, The Gas Company, and Verizon Wireless were paid a total of \$122,666.82.

Capital Projects Cost: NK Demolition and T&G Construction Services Inc. were paid a total of \$5,249.00.

Professional Services: Aecom Technical Services Inc., Allawos & Company; Aviatrix Communications LLC; Boston Fox Tigue International LLC; Coffman Engineers Inc., Cole Huber LLC, David Turch and Associates; ESRI, Geo Paving and Seal Coating, Imagine Systems Inc.; Innovative Federal Strategies LLC; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin, & Tooke LLP; Right Energy Group, LLC.; and Tom Dodson & Associates were paid a total of \$640,202.07.

Attachments:

1. Register of Demands for the April 23, 2025 Commission Meeting
2. VISA breakdown - March 2025

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
4/23/2025

| Line | Company Name | Description | AP Register |
|------|---|---|-------------|
| 1 | 282 Services | Maintenance and repairs-fuelers | \$ 1,966.44 |
| 2 | A.O. Reed & Co., LLC | HVAC unplanned repairs and maintenance | 35,340.76 |
| 3 | Accurate First Aid Services LLC | First Aid cabinet refills and some CPR training | 2,731.96 |
| 4 | AEC Moreno Corp | Reimbursement for Fire Department | 1,120.66 |
| 5 | Aecom Technical Services Inc. | Airfield engineering services | 434,260.91 |
| 6 | Allawos & Company | Consulting fees for Green Energy Services | 2,875.00 |
| 7 | Am-Tec Total Security Inc. | Unplanned alarm monitoring service /repairs-professional alarm monitoring | 2,480.00 |
| 8 | Amazon Capital Services Inc. | Purchases of supplies and goods | 4,258.74 |
| 9 | Arc Document Solutions LLC | Print construction binders | 1,224.89 |
| 10 | Audacy Operations Inc. | Fuel additive | 32,500.00 |
| 11 | Aviatrix Communications LLC | Professional services passenger service marketing-advertising and "Good Neighbor Program" | 52,315.19 |
| 12 | Boston Fox Tigie International LLC | Marketing services | 21,712.17 |
| 13 | BrightView Landscape Services Inc. | Landscaping maintenance-FBO | 1,390.50 |
| 14 | Burrtec Waste Industries Inc. | Trash removal services | 4,659.04 |
| 15 | C & A Janitorial Services | Janitorial services | 62,068.91 |
| 16 | CDW Government LLC | Purchase IT equipment and supplies | 1,994.67 |
| 17 | CED-Consolidated Electrical Distributors | Light bulbs & electrical supplies | 472.79 |
| 18 | Christopher Michael Lukesh | Car washing-security vehicles | 930.00 |
| 19 | Cintas Uniforms | Uniform and rug services | 6,926.02 |
| 20 | City of San Bernardino Water Department | Water and sewer services | 13,549.96 |
| 21 | Climatec LLC | Service cameras | 350.00 |
| 22 | Coffman Engineers Inc. | Engineering and technical support services for potential clean energy facilities | 4,103.00 |
| 23 | Coin Security Systems Inc. | Maintenance for key control system | 4,494.00 |
| 24 | Cole Huber LLP | Professional Legal services | 7,400.00 |
| 25 | Collegiate Concepts Inc. DBA Imprintitems.com | Inflatable airplanes | 8,321.21 |
| 26 | Cummins Inc. | Parts and service | 1,846.30 |
| 27 | Dans Lawnmower Center | Small equipment repairs and landscape supplies | 326.32 |
| 28 | David Turch and Associates | Professional lobbying services | 5,000.00 |
| 29 | DBT Transportation Services LLC | ILS/AWOS tower equipment service | 17,800.00 |
| 30 | Dennis Houser | Reimbursement for Motorola radio | 465.79 |
| 31 | Eagle Graphics LLC | Eagle account credit, employee gift boxes and special event credit | 142.95 |
| 32 | East Valley Water District | Water services | 88.16 |
| 33 | Eide Bailly LLP | Financial statement audits June 30, 2024 | 9,308.00 |
| 34 | Encore Lighting Inc. | Light bulb replacement | 318.08 |
| 35 | Ergonomichome.com Inc. | Desks for the communication center office | 23,215.72 |
| 36 | Eric Sewell | Annual boot reimbursement | 200.00 |
| 37 | ESRI | Professional consulting engineer services | 7,350.00 |
| 38 | Ewing Irrigation Products Inc. | Commercial irrigation supplies and repairs parts | 1,142.39 |
| 39 | FedEx | Courier services | 718.79 |
| 40 | Ferguson Enterprises LLC | Plumbing supplies and materials | 28.52 |
| 41 | Flipnode LLC | Renew annual subscription enterprise plan-YoDeck | 4,318.03 |
| 42 | Ford Credit Company | Lease payment for Luxivair-SBD courtesy vehicle | 1,595.45 |

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
4/23/2025

| Line | Company Name | Description | AP Register |
|------|---|---|-------------|
| 43 | Frontier Communications Corporation | Telephone services | 5,730.97 |
| 44 | Gabriel Chavez | Annual boot reimbursement | 200.00 |
| 45 | Garrett Hoeffler | BSIS reimbursement | 1,065.97 |
| 46 | Geo Paving and Seal Coating | General aviation ramp project | 73,625.00 |
| 47 | GMSTEK LLC | Subscription fee for point of sale system | 1,591.63 |
| 48 | Grainger | Parts and supplies for building repairs | 342.78 |
| 49 | Granite Telecommunications Corporation | Telephone services | 7,128.88 |
| 50 | Harbour Productions | Balance due for riders hospitality "Cruising with Altitude" | 500.00 |
| 51 | HubSpot Inc. | Marketing services | 6,300.00 |
| 52 | Imagine Systems Inc. | Professional information technology consulting services | 6,237.12 |
| 53 | Inland Action Inc. | Co-Host Washington DC Legislative reception event sponsor-M. Burrows | 500.00 |
| 54 | Inland Empire Broadcasting Corp DBA KOLA-FM Radio | Marketing services | 1,280.00 |
| 55 | Inland Overhead Door | Preventative maintenance service and troubleshoot hangar door-bldg.795 | 2,409.00 |
| 56 | Inland Valley Development Agency | Due to From July-Sept 2024 | 665,130.96 |
| 57 | Innovative Federal Strategies LLC | Professional federal legislative advocacy services | 3,000.00 |
| 58 | Internal Revenue Service | 2024 Quarterly 941 federal taxes commission | 2,890.69 |
| 59 | Juventino Garcia | Annual boot reimbursement | 135.93 |
| 60 | KXOS Radio, LLC DBA CALI939 KLLI-FM - KLLI Radio, LLC | Marketing services | 19,875.00 |
| 61 | Legal Shield Services Inc. | Employee legal group benefits | 718.75 |
| 62 | Lumacurve | Guidance sign and PCB controller | 1,991.17 |
| 63 | Mackinac Software LLC | Planned monthly service fees for AWOS weather system | 89.00 |
| 64 | Manuel Rodriguez | Annual boot reimbursement | 152.24 |
| 65 | Mark Dennis | Per diem ISC West 04/2025 Las Vegas NV. | 634.30 |
| 66 | Mark Gibbs | Reimbursement-Breeze airfare promotions | 739.44 |
| 67 | Marlin Martinez | Per diem ISC West 04/2025 Las Vegas NV. | 410.00 |
| 68 | Mead & Hunt Inc. | Professional consulting services for air services and airport development | 12,101.78 |
| 69 | MediWaste Disposal, LLC | Medical waste disposal services terminal sharps containers | 39.60 |
| 70 | Merit Oil Company | Fuel inventory for fleet operations | 36,409.91 |
| 71 | Michael Saldana | NBAA conference New Orleans LA 03/2025 | 410.00 |
| 72 | Miller Architectural Corporation | Professional services-architectural design plans | 12,191.78 |
| 73 | Mirau Edwards Cannon Lewin & Tooke LLP | Professional legal services | 1,621.90 |
| 74 | Misael Lopez Arvizu | Annual boot reimbursement | 172.38 |
| 75 | Mitch Dattilo | Per diem ISC West 04/2025 Las Vegas NV. | 634.30 |
| 76 | NK Demolition | Hazmat removal project-bldg.56 | 3,999.00 |
| 77 | Parts Authority Metro LLC | Vehicle parts and service supplies-equipment, parts, service and batteries | 854.17 |
| 78 | PeopleReady Inc. | General labor temporary services | 2,665.14 |
| 79 | Pete's Road Service Inc. | Vehicle repairs and parts | 16,564.09 |
| 80 | Petty Cash - Reshma Rajan | Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements | 738.71 |
| 81 | PlaneNoise Inc. | Noise complaint program | 1,316.13 |

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
4/23/2025

| Line | Company Name | Description | AP Register |
|------|--|--|-----------------|
| 82 | Plasco, LLC DBA IDZ | Badging supplies | 918.04 |
| 83 | Presidio Networked Solutions Grp LLC | Network server replacement / upgrade | 11,517.49 |
| 84 | PrintGlobe LLC | Branded lobby supplies-FBO | 3,849.46 |
| 85 | ProDIGIQ Inc. | Maintenance and service Jan-March 2025 | 8,400.00 |
| 86 | Red Star Fire Protection | Fire alarm monitoring | 999.81 |
| 87 | Regents of the University of CA. Riverside | Brand Partner for the career center 2025 | 8,000.00 |
| 88 | Richard Fajardo | Annual boot reimbursement | 200.00 |
| 89 | Right Energy Group LLC | Professional services for Green Energy Programs | 6,500.00 |
| 90 | SBR Broadcasting Corp DBA KCAL-FM Radio | Marketing services | 520.00 |
| 91 | SITA Information Networking Computing USA Inc. | Monthly maintenance and support | 1,448.56 |
| 92 | Southern California Edison | Electric power | 75,555.66 |
| 93 | Staples Contract & Commercial LLC | Office supplies | 2,242.77 |
| 94 | Sunwest Printing Inc. | Custom printing to support the agency | 201.20 |
| 95 | SWRCB | Annual waste discharge fees | 4,722.00 |
| 96 | Sysco Riverside Inc. | Hospitality bar supplies - Luxivair SBD | 6,085.82 |
| 97 | T&G Construction Services Inc. | Drywall and roof repairs-FBO | 1,250.00 |
| 98 | Tammie Headley | Leland's café - customer service | 1,437.50 |
| 99 | TELOS Identity Management Solutions LLC | Monthly maintenance and fingerprint submission fee | 920.50 |
| 100 | Terrell Bowie | Per diem ISC West 04/2025 Las Vegas NV. | 586.00 |
| 101 | Tetra Tech AMT | SMS planning and development services | 29,872.76 |
| 102 | The Gas Company | Natural gas service | 6,991.54 |
| 103 | The Station Inc. | 1 Drive axle shaft for RED9 and 2 axels for stock | 9,450.00 |
| 104 | Titan Aviation Fuels | Jet A and Avgas fuel inventory purchases | 5,765,551.67 |
| 105 | Tom Dodson & Associates | Professional services - environmental issues/pro | 2,100.00 |
| 106 | Trilogy Medwaste West LLC | Waste disposal service for international flights | 1,257.93 |
| 107 | Underground Service Alert Of Southern Cal | Monthly maintenance fee and ticket charges | 30.35 |
| 108 | US Custom & Border Protection | Customs contract and inspection fees | 2,963.06 |
| 109 | US Customs & Border Protection | IT services | 755.08 |
| 110 | Utility Telecom Group LLC | Data Ethernet & phone service-bandwidth & telephone services | 8,882.59 |
| 111 | Verizon Wireless | Wireless phone services | 80.02 |
| 112 | VFS Fire & Security Services | Recurring / unplanned maintenance, repairs & inspections-pump house | 30,740.00 |
| 113 | VISA | Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals | 48,199.38 |
| 114 | Wendy McConaughey | NBAA conference New Orleans LA 03/2025 | 410.00 |
| 115 | Western Exterminator Company | Pest control services | 563.38 |
| 116 | Wintrust Specialty Finance | Monthly refueler lease payment | 6,613.09 |
| | Total | | \$ 7,725,524.70 |

Visa Breakdown
March 2025
SBIAA

| Line | Description | Vendor | Dept. | |
|------|---|------------------------------|----------|-----------|
| 1 | Leaders in Energy meeting | BJ's Restaurant | Admin. | \$ 101.76 |
| 2 | Airports Council International conference registration 02/2024 M. | Air Freight Management | Admin. | 1,230.85 |
| 3 | Air Service Development conference registration 04/2024 M. Burrows | Mead & Hunt | Admin. | 2,200.00 |
| 4 | 1099 tax filing Total for 3 entities: \$169.16. SBIAA \$101.63 | TaxBandits | Finance | 101.63 |
| 5 | IVDA (52107 / D30000 / E100) <i>Due from IVDA</i> | TaxBandits | Finance | 64.28 |
| 6 | SBIAA Inc. (52107 / D30000 / E300) <i>Due from SBD Cares</i> | TaxBandits | Finance | 3.25 |
| 7 | Relay block replacement part | Radwell | Fuel | 85.17 |
| 8 | CO2-replenishment soda fountain | AirGas | Fuel | 119.81 |
| 9 | Scoop shovels | Lowes | Maint. | 172.31 |
| 10 | Trimmer heads | Reliable After Market Parts | Maint. | 385.99 |
| 11 | Topper for reseeded grass areas | Sunshine Growers | Maint. | 577.54 |
| 12 | Gravel for the UAS Center test range pad <i>Due from SBD IVDA</i> | LA Cadena Masonry | Maint. | 2,251.13 |
| 13 | Plastic brackets for electric fence on south Perimeter Rd. | JAG Products | Maint. | 170.87 |
| 14 | Trimmer heads | Zoro Tools Inc | Maint. | 652.29 |
| 15 | Stencils for drains on ramp | Stencils Online | Maint. | 49.80 |
| 16 | Restocking landscaping hand tools | Home Depot | Maint. | 348.65 |
| 17 | Refund trimmer heads | Reliable After Market Parts | Maint. | (385.99) |
| 18 | Backflow cages eye bolts | Home Depot | Maint. | 12.07 |
| 19 | Stencils for forestry ramp | Stencils Online | Maint. | 69.80 |
| 20 | 12"x12" reflective aluminum signs-AOA access road sign | Smartsign | OPS | 307.50 |
| 21 | Cannon for wildlife hazard mitigation | Reed-Joseph Intl. CO | OPS | 525.72 |
| 22 | FOD magnet for ops vehicle-68 in. power bar | The FOD Control Corporation | OPS | 497.05 |
| 23 | 12" x 18" reflective aluminum signs-gate signs | Smartsign | OPS | 120.76 |
| 24 | Annual emissions fees owed to AQMD | SCAQMD | OPS | 707.00 |
| 25 | Fee for online payment of AQMD emissions -fees | SCAQMD | OPS | 15.70 |
| 26 | Sharps container pick up from terminal-hazmat disposal | MediWaste Disposal | OPS | 41.18 |
| 27 | Servicing of terminal ramp handwash sink | National Construction Rental | OPS | 110.88 |
| 28 | MVOP permit hangtags | Smartsign | OPS | 494.93 |
| 29 | Plywood for forestry signage template | Lowe's | Maint. | 35.87 |
| 30 | Replacement door glass for security vehicle | Ken Grody Ford | Maint. | 271.55 |
| 31 | Cookies for Employee Appreciation Day | Crave You Crave | Maint. | 150.00 |
| 32 | SMS Training | Panera Bread | Maint. | 314.51 |
| 33 | Beverages for post table top exercise lunch | Costco | Maint. | 71.31 |
| 34 | Lunch for table top exercise attendees and participants | Panera Bread | Maint. | 2,511.19 |
| 35 | Airport security school training | City Of Ontario | Security | 385.88 |
| 36 | Security vehicle marking-graphics | Xgraphix LLC | Security | 596.88 |
| 37 | Replacement batteries for the HT's | Golden State Communications | Security | 632.63 |
| 38 | Replacement uniforms for officers | Pristine Uniforms | Security | 574.77 |
| 39 | In support of the Leland's Coffee concession stand promotion-branded stickers | Sticker App Inc. | Mktg. | 215.71 |
| 40 | ACI-NA Airports Comp Survey | Western Management Group | HR | 365.00 |
| 41 | Condolences-Navarro | The Flower Alley | HR | 217.50 |
| 42 | Pre-Employment Drug Screen | In Exam Professionals | HR | 100.00 |
| 43 | 2025 Air Service conference registration-M. Gibbs | Mead and Hunt | Admin. | 2,200.00 |
| 44 | Inland Empire Economic Outlook conference 02/2025 M. Burrows and C. Pritchett | Inland Empire Economic | Admin. | 150.00 |
| 45 | Office supplies-binder for office | Amazon | Admin. | 12.61 |
| 46 | Refund of 02/18/25 registration | State of the Region | Admin. | (142.42) |
| 47 | Contractor's bags | Uline | Maint. | 253.74 |
| 48 | Bldg. 56 drain cap | Lowe's | Maint. | 19.68 |
| 49 | Brass nipple backflow serial number J001311 | Siteone | Maint. | 204.36 |
| 50 | CPR training lunch | Jersey Mike's | Maint. | 175.90 |
| 51 | Tymco sweeper 18-04 suction nozzle | Mar-co Equipment | Maint. | 181.03 |
| 52 | CPR training lunch | Costco | Maint. | 58.99 |
| 53 | Landscape light-Bldg. 602 | Superbrightleds | Maint. | 107.80 |
| 54 | Safety supplies | Uline | Maint. | 232.32 |
| 55 | Coupling-Bldg. 58 (IVDA) 55002 10058 D52310 | Home Depot | Maint. | 21.45 |

Visa Breakdown
March 2025
SBIAA

| Line | Description | Vendor | Dept. | |
|------|---|-----------------------|--------|----------|
| 56 | Office renovation J. Lopez-Bldg. 730 | Lowe's | Maint. | 119.52 |
| 57 | Landscape transformer-Bldg. 602 | Superbrightleds | Maint. | 49.08 |
| 58 | Safety supplies | Uline | Maint. | 346.66 |
| 59 | Ball valve-Bldg. 673 | Home Depot | Maint. | 43.41 |
| 60 | Grounds shop tools | Home Depot | Maint. | 49.96 |
| 61 | Thread tape & black tubing | Home Depot | Maint. | 15.70 |
| 62 | Safety toe PVC boots | Home Depot | Maint. | 165.91 |
| 63 | Gate 10 network connection-fiber optic cable | Cable & Wireless | IT | 883.84 |
| 64 | Processes parking lot transactions-CC processing | Windcave | IT | 305.00 |
| 65 | CBP TV Content-streaming service | Dish Network | IT | 113.71 |
| 66 | Website management software, split between servers for each agency. \$103.38 SBIAA | CPANEL | IT | 51.69 |
| 67 | Website management software, split between servers for each agency. \$103.38 IVDA (57331 D54000 E110) | CPANEL | IT | 51.69 |
| 68 | Agencies' website usage charges, split between servers for each agency \$117.50 IVDA (57331 D54000 E110) | DigitalOcean | IT | 58.75 |
| 69 | Agencies' website usage charges, split between servers for each agency \$117.50 SBIAA | DigitalOcean | IT | 58.75 |
| 70 | DNS service for .gov domains-route 53 | Amazon Web Services | IT | 1.01 |
| 71 | Domain Name Renewals | Network Solutions | IT | 366.65 |
| 72 | TV content for concourse-streaming service | Sling | IT | 66.79 |
| 73 | Monthly subscription-365 business basic | Microsoft | IT | 642.00 |
| 74 | Online storage | Apple.com | IT | 0.99 |
| 75 | Test transaction-Terminal POS | Luxivair SBD | IT | 1.00 |
| 76 | Hosted IT collaboration Comm software | Slack | IT | 43.75 |
| 77 | Terminal background music-streaming | Soundtrack Your Brand | IT | 54.00 |
| 78 | Monthly subscription-teams audio | Microsoft | IT | 2.68 |
| 79 | Food Handlers Permit for Ty | State Food Safety | FBO | 22.00 |
| 80 | Food Handlers Permit for Chelsea | State Food Safety | FBO | 22.00 |
| 81 | Food Handlers Permit for Diana | State Food Safety | FBO | 22.00 |
| 82 | Hospitality Bar supplies | Sam's Club | FBO | 555.00 |
| 83 | Fuel crew car | Chevron | FBO | 58.87 |
| 84 | Point of sale for Leland Coffee | EPOS NOW | FBO | 344.61 |
| 85 | Point of sale software for Leland Coffee | EPOS NOW | FBO | 478.02 |
| 86 | Cable service for FBO | Dish Network | FBO | 155.35 |
| 87 | Batteries for multiple Items | Sams Club | FBO | 97.77 |
| 88 | Supplies for Leland's Coffee | Smart and Final | FBO | 100.65 |
| 89 | Inventory for Leland's Coffee | Sams Club | FBO | 310.51 |
| 90 | Catering for business meeting (Executive Office) | Panera Bread | FBO | 133.11 |
| 91 | POS supplies | EPOS NOW | FBO | 86.99 |
| 92 | Pastries for Leland's Coffee | Noyes Bakery | FBO | 30.90 |
| 93 | Thermal paper for POS machine | Office Depot | FBO | 83.73 |
| 94 | Valentine's raffle prize from FBO | FTD WES Flowers | FBO | 135.92 |
| 95 | Fuel crew car-FBO | Chevron | FBO | 66.04 |
| 96 | Fuel crew car-FBO | Chevron | FBO | 35.30 |
| 97 | Promotional giveaway for NBAA S&D | Michael Kors | FBO | 180.09 |
| 98 | Inventory for Leland's Coffee | Smart and Final | FBO | 102.21 |
| 99 | Inventory for Leland's Coffee | Smart and Final | FBO | 17.98 |
| 100 | Equipment for Leland's Coffee | Shark Ninja | FBO | 509.35 |
| 101 | Sani-Paks for Lav services | SP Pilots HQ | FBO | 138.29 |
| 102 | Pastries for Leland's Coffee | Noyes Bakery | FBO | 47.38 |
| 103 | Fuel crew car-FBO | Fast 5 San Bernardino | FBO | 20.00 |
| 104 | Fuel crew car-FBO | Fast 5 San Bernardino | FBO | 20.00 |
| 105 | Sent single point device out for repairs | FedEx | FBO | 23.00 |
| 106 | Inventory for Leland's Coffee | Smart and Final | FBO | 151.04 |
| 107 | For the Provo nonstop launch-cookies | The Cookie Co. | Mktg. | 500.00 |
| 108 | Graphic design software subscription | Adobe | Mktg. | 2,159.76 |
| 109 | Continued promotion of SBD to SoCal cargo marketing | LAACA | Mktg. | 500.00 |

Visa Breakdown
March 2025
SBIAA

| Line | Description | Vendor | Dept. | |
|------|--|--------------------------|--------|--------------|
| 110 | Used at KROQ Storms Bear Mountain | Amazon | Mktg. | 30.44 |
| 111 | Additional cookies were needed for Provo nonstop launch | The Cookie Co. | Mktg. | 54.00 |
| 112 | Pinko board needed for street marketing giveaways | Amazon | Mktg. | 60.23 |
| 113 | Registration for third attendee to NBAA SDC | NBAA | Mktg. | 850.00 |
| 114 | Stock imagery service | Adobe | Mktg. | 49.99 |
| 115 | Tent weights for street marketing | Amazon | Mktg. | 75.18 |
| 116 | Vacuuming and furniture rental for NBAA SDC | Freeman Corporation | Mktg. | 966.56 |
| 117 | Advertising on flight planning site-FBO | Skyvector.com | Mktg. | 855.00 |
| 118 | O ring seals truck repair R9 | O rings and things | Fleet | 6.34 |
| 119 | Coolant hoses and belt truck R9 | Parts Authority | Fleet | 274.55 |
| 120 | Shop tools | Parts Authority | Fleet | 296.99 |
| 121 | Shop tools | Parts Authority | Fleet | 940.28 |
| 122 | Battery for fleet generator | Parts Authority | Fleet | 62.38 |
| 123 | Shop supplies / brake cleaner | Parts Authority | Fleet | 136.24 |
| 124 | Tires for nighthawk sweeper | Pete's Road Service | Fleet | 898.79 |
| 125 | Shop tools | Parts Authority | Fleet | 271.82 |
| 126 | ASE training for Gabe Chavez | ASE test | Fleet | 211.00 |
| 127 | Bulb disposal for building 333 | Environmental Management | Fleet | 830.88 |
| 128 | Security 309 tune up parts | Ken Grody Ford | Fleet | 213.70 |
| 129 | Tire disposal from grounds cleanup | Pete's Road Service | Fleet | 552.50 |
| 130 | Shop supplies parts washer soap | Parts Authority | Fleet | 417.60 |
| 131 | Fuses shop supplies | Parts Authority | Fleet | 4.35 |
| 132 | Tail gate grounds lightning truck | Ken Grody Ford | Fleet | 544.88 |
| 133 | Zeus GPU repairs | Cummins | Fleet | 583.57 |
| 134 | Fuel truck 4908 DEF repairs | Cummins | Fleet | 686.99 |
| 135 | Yearly smog inspections | Affordable Auto Service | Fleet | 630.00 |
| 136 | Tires for Building 48 Escape 08-98 | Pete's Road Service | Fleet | 768.49 |
| 137 | Batteries for ARFF R10 | Parts Authority | Fleet | 573.16 |
| 138 | Wellness check and vaccination visit-Norton | Redlands Animal Hospital | OPS | 150.48 |
| 139 | Travel Inland Action - Washington DC trip 03/2025 M. Burrows-flight | United Airlines | Admin. | 997.95 |
| 140 | Travel Airports Council International conference 02/2024 M. Burrows-flight | United Airlines | Admin. | 813.56 |
| 141 | Travel Air Service Development conference 04/2024 M. Burrows-flight | Westin Hotel | Admin. | 757.42 |
| 142 | Travel AAAE Conference in San Antonio TX March 2025-J. Galvan-flight | American Airlines | Admin. | 731.37 |
| 143 | Travel AAAE Conference in Atlanta, GA June 2025-J. Galvan-flight | Delta Airlines | Admin. | 931.97 |
| 144 | Travel AAAE Conference in Atlanta, GA June 2025-J. Galvan-lodging deposit | Omni Hotels | Admin. | 377.91 |
| 145 | Travel 02/2025 Routes Americas conference M. Gibbs-hospitality | Mia Café | Admin. | 16.51 |
| 146 | Travel 02/2025 Routes Americas conference M. Gibbs-hospitality | LAX Airport Crowns | Admin. | 25.70 |
| | | | | |
| | | | | \$ 48,199.38 |
| | | | | |
| | VISA Statement Balance | | | |
| | Date Prepared: 04/14/2024 | | | \$ 48,199.38 |



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR FEBRUARY 28, 2025 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 February 28, 2025 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 February 28, 2025, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$10,176,193.15 on February 28, 2025. Bank statements reflect \$10,332,483.37. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items February 28, 2025.

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

Attachments:

1. Treasurer's Report for February 28, 2025

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

February 28, 2025

| <u>Cash</u> | Balance 01/31/25 | Activities | Balance 02/28/25 |
|--|---------------------|------------------|----------------------|
| <i>Checking Account - Wells Fargo Bank</i> | \$ 5,172,249.59 | \$ 747,030.70 | \$ 5,919,280.29 |
| Deposits In Transit: | | | |
| Beginning | - | - | - |
| Ending | - | 64,471.84 | 64,471.84 |
| Outstanding Checks: | | | |
| Beginning | (520,407.22) | 520,407.22 | - |
| Ending | | (220,762.06) | (220,762.06) |
| <i>Premium Money Market Account - Wells Fargo Bank</i> | 2,244,212.41 | 1,170.97 | 2,245,383.38 |
| Deposits In Transit: | | | |
| Beginning | | | |
| Ending | | | |
| <i>Payroll Account - Wells Fargo Bank</i> | 284,164.32 | 22,663.68 | 306,828.00 |
| Deposits In Transit: | | | |
| Beginning | - | - | - |
| Ending | - | - | - |
| Outstanding Checks: | | | |
| Beginning | - | - | - |
| Ending | - | - | - |
| Subtotal | 7,180,219.10 | 1,134,982.35 | 8,315,201.45 |
| <u>Investments</u> | | | |
| <i>Local Agency Investment Funds</i> | 349,008.68 | - | 349,008.68 |
| Deposits In Transit: | | | |
| Beginning | | | |
| Ending | | | |
| Subtotal | 349,008.68 | - | 349,008.68 |
| <u>Investments Held With Fiscal Agent</u> | | | |
| Debt Service Fund-US Bank-2021A series | 737,137.34 | 77,279.86 | 814,417.20 |
| Reserve Fund- US Bank 2021A series | 522,488.16 | 1,779.59 | 524,267.75 |
| Debt Service Fund-US Bank-2021B series | 106,625.47 | 363.16 | 106,988.63 |
| Reserve Fund -US Bank-2021B series | 66,084.36 | 225.08 | 66,309.44 |
| Subtotal | 1,432,335.33 | 79,647.69 | 1,511,983.02 |
| Total Cash and Investments | \$ 8,961,563.11 | 1,214,630.04 | \$ 10,176,193.15 |

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 W. Cousineau

Mark Cousineau, Treasurer



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 5

PRESENTER: Mark Dennis, IT Manager

SUBJECT: RATIFY THE PURCHASE OF ONE (1) AVIGILON AI NETWORK (AINVR) VIDEO RECORDER SERVER FROM BLUE VIOLET NETWORKS FOR THE AMOUNT OF \$58,590.49

SUMMARY

Approval of this item would ratify the purchase of an Avigilon AINVR server which replaces an existing Lenel NVR that has been failing. The timing of this purchase saves the agency approximately \$8000 due to price increases as of April 1. Quotes were requested from three vendors; Blue Violet Networks provided the most cost-effective proposal.

RECOMMENDED ACTION(S)

Ratify the purchase from Blue Violet Networks of one (1) Avigilon AINVR and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. Funding for this purchase was included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal year 2024-2025 Budget, Information Technology Department, Budget Class 63 - Capitalized Personal Property for \$70,000 of which \$58,590.49 was available for this purchase.

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

BACKGROUND INFORMATION

As the agency grows, security, operations and the communication center rely ever more on monitoring and the recordings of all security cameras. The legacy Lenel OnGuard Network Video Recorders (LNVR) are aging and have had multiple failures. These failures disrupt the operations of the communication center, cause the loss of potentially essential video, and require high priority support from the IT department.

This purchase was planned for this fiscal year, but with the notice of price increases as of April 1 was fast tracked. Pursuant to current purchasing procedures, the Chief Executive Officer contacted the President of the Commission regarding the background, details, and need to complete the purchase prior to the end of the month. Accordingly, with the consent of the President, the item is now being presented to the Commission for ratification.

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

Attachments:

1. Purchase Order 1666
2. Quote Summary Sheet
3. Blue Violet Networks Quote

San Bernardino International Airport

1601 East Third Street Suite #100
San Bernardino, CA 92408
Ph: 9093824100

Purchase Order

Quote no. : PO1666
Quote date : 04/03/2025
Expiration date : 05/03/2025

Pay to :

A3 Communications, Inc. DBA Blue Violet Networks
17815 Newhope St. Suite M
Fountain Valley, CA 92708
United States

Return to :

A3 Communications, Inc. DBA Blue Violet Networks
17815 Newhope St. Suite M
Fountain Valley, CA 92708
United States

| Item | Description | Unit | Quantity | Unit price | Amount |
|----------|---|------|----------|------------|-------------|
| 63321 | AINVR2 Server + Camera Channels + Analytics Channels + Shipping + Tax | Each | 58590.49 | \$1 | \$58,590.49 |
| SUBTOTAL | | | | | \$58,590.49 |
| TOTAL | | | | | \$58,590.49 |

QUOTE SUMMARY SHEET

Agency: SBIAA Requester Name: William Recinos Date: 3/28/2025 Requesting Division: IT

Attachments (List): Cost sheets from three suppliers

| DESCRIPTION | BRAND/ITEM SPECS OR EQUIVALENT | QTY | UNIT OF MEASURE | VENDOR 1 | | | | VENDOR 2 | | | | VENDOR 3 | | | |
|--|---------------------------------|-----|-----------------|-------------|-------------|-------------|----------|-------------|-------------|-------------|---------|----------|-----------|-----------|--------|
| | | | | PRICE | SUB-TOTAL | SALES TAX | S&H | PRICE | SUB-TOTAL | SALES TAX | S&H | PRICE | SUB-TOTAL | SALES TAX | S&H |
| Addition of Artificial Intelligence Network Video Recorder (AI NVR) server for SBIAA's CCTV operations | AINVR2 Network Recorder | 1 | ea | \$28,930.65 | \$28,930.65 | \$4,690.84 | \$290.00 | \$38,832.98 | \$38,832.98 | \$3,397.89 | \$97.08 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Unity Enterprise Camera Channel | 100 | ea | \$196.08 | \$19,608.00 | | | \$263.80 | \$26,380.00 | | | | | | |
| | Unity Video Analytics Channel | 25 | ea | \$202.84 | \$5,071.00 | | | \$272.40 | \$6,810.00 | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| GRAND TOTALS: | | | | | | \$58,590.49 | | | | \$75,517.95 | | | | \$0.00 | |

SELECTED VENDOR: VENDOR 1

| JUSTIFICATION FOR SELECTED VENDOR: | VENDOR INFORMATION: | |
|--|------------------------|---|
| <input checked="" type="checkbox"/> Lowest overall price | Vendor 1 Company Name: | Blue Violet Networks |
| <input type="checkbox"/> Only vendor that can deliver on date needed | Address: | 17815 Newhope Street Suite M Fountain Valley, CA 92708 |
| <input type="checkbox"/> Only vendor responding | Contact information: | Randall Toma - rtoma@blueviolet.net |
| <input type="checkbox"/> Only vendor that carries needed item or equivalent | Vendor 2 Company Name: | Climatec LLC |
| | Address: | P O Box 743024 Los Angeles, CA 90074-3024 |
| Form of communication used to obtain quotes/pricing: | Contact information: | Chris Ling - cling@climatec.com |
| | Vendor 3 Company Name: | Imagine Systems |
| | Address: | 1730 Plum Lane Redlands, CA 92374 |
| Imagine Systems declined to quote on this project. Blue Violet offers the most cost-effective solution | Contact information: | John Wilson - jwilson@imaginesystems.net |



Quote

Quote Number: 3955

Date: 03/27/2025

Payment Terms:

Expiration Date: 04/27/2025

Quote Prepared For:

Mark Dennis

SBD International Airport

Attn: Mark Dennis IT Manager

1601 E Third St Ste 100,

San Bernardino, CA 92408

United States

Phone: 909-252-7959

mdennis@sbdairport.com

Location Prepared For:

SBD International Airport

Attn: Mark Dennis IT Manager

1601 E Third St Ste 100,

San Bernardino, CA 92408

United States

Phone: 909-252-7959

Quote Prepared By:

Randy Toma

Blueviolet Networks

17815 Newhope Street, Suite M

Fountain Valley, California 92708

Phone:

Fax:

rtoma@blueviolet.net

Description of Work:

| Item# | Quantity | Item | Adjusted Unit Price | Extended Price |
|---|----------|---|------------------------|--------------------|
| One-Time Items | | | | |
| 1) | 1 | Avigilon AINVR2-PRM-FORM-D-96TB-NA Network Recorder [Web Page] 96 TB (120 TB Raw) AI NVR 2 Premium, Form D, iDRAC Enterprise, with Avigilon Hardened OS and Avigilon Control Center, 5Y Onsite 4HMC, includes NEMA 5-15P/C13 & C13/C14 Power Cords | \$28,930.65 | \$28,930.65 |
| 2) | 100 | UNITY8-ENT Unity Enterprise camera channel | \$196.08 | \$19,608.00 |
| 3) | 25 | Avigilon UNITY8-VAC Analytics Channel License [Web Page] Unity Video Analytics feature channel license | \$202.84 | \$5,071.00 |
| One-Time Total | | | | \$53,609.65 |
| Shipping Items | | | | |
| 4) | 1 | FedEx Ground | \$290.00 | \$290.00 |
| Shipping Total | | | | \$290.00 |
| Avigilon Price increase goes into effect on April 1st. They are saying 12-14% across the board. If we can place the order with Avigilon by Monday, the latest, we should be OK. | | | Subtotal | \$53,899.65 |
| "Some or all of the items quoted may be subject to tariffs, duties, or other surcharges related to changes in trade policy, none of which are reflected in the attached quote, but which will be invoiced to and the responsibility of customer if applicable." | | | Taxable (8.75%) | \$4,690.84 |
| | | | Taxes | \$4,690.84 |

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.


Blue Violet Networks
17815 Newhope Street Suite M
Fountain Valley, CA 92708

| Item# | Quantity | Item | Adjusted Unit Price | Extended Price |
|-------|----------|------|------------------------|--------------------|
| | | | Total | \$58,590.49 |

Authorizing Signature _____ Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Blue Violet Networks
17815 Newhope Street Suite M
Fountain Valley, CA 92708

| | |
|---|--|
|  | <p>TO: San Bernardino International Airport Authority Commission</p> <p>DATE: April 23, 2025</p> <p>ITEM NO: 6</p> <p>PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission</p> |
|---|--|

SUBJECT: APPROVE MEETING MINUTES: MARCH 26, 2025

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, March 26, 2025.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held March 26, 2025.

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

None.

Attachments:

1. March 26, 2025 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, MARCH 26, 2025

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, Secretary | Absent |
| Mayor Phillip Dupper (alt) | Absent |

County of San Bernardino

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

City of San Bernardino

| | |
|----------------------------------|---------|
| Councilmember Kim Knaus | Absent |
| Councilmember Theodore Sanchez | Present |
| Mayor Pro Tem Fred Shorett (alt) | Present |

City of Highland

| | |
|-------------------------------------|---------|
| Mayor Penny Lilburn, Vice President | Present |
| Mayor Pro Tem Larry McCallon (alt) | Absent |

Staff Members and Others Present

| | |
|--|--|
| Michael Burrows, Chief Executive Officer | Yajaira Maldonado, Deputy Clerk of the Board |
| Jeff Barrow, Director of Development | Scott Huber, Legal Counsel, Cole Huber LLP |
| Mark Cousineau, Director of Finance | |
| Jonathan Galvan, Airport Manager | |
| Nidia Rivera, Human Resources Manager | |

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:03 p.m. on Wednesday, March 26, 2025.

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

Roll call was duly noted and recorded by voice.

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

B. **CLOSED SESSION PUBLIC COMMENT**

There were no closed session public comment.

C. **CLOSED SESSION**

President Frank Navarro recessed to closed session at 5:04 p.m. Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, read the closed session items as posted on the Agenda.

- a. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: Franco v. San Bernardino International Airport Authority, et al., San Bernardino County Superior Court, Case No. CIVSB2322130
- 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: 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 5:10 p.m. President Frank Navarro asked Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, if there were any reportable items. Mr. Huber reported that there were none.

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

There were no items to be added or deleted.

F. **CONFLICT OF INTEREST DISCLOSURE**

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

There were no conflicts noted.

G. **INFORMATIONAL ITEMS**

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

2. Informational Items
 - a. Chief Executive Officer's Report
 - b. Report on Provo Non-Stop Flight
 - c. Legislative Updates
- 2b. Mr. Michael Burrows, Chief Executive Officer, provided a brief update on the recently launched non-stop flight service to Provo, Utah, noting that the route is currently performing above initial expectations.
- 2c. Mr. Michael Burrows, Chief Executive Officer, reported on recent discussions regarding federal funding in Washington, D.C. He noted the recent approval of a continuing resolution to fund the federal government through the remainder of the fiscal year. As part of the resolution, the Federal Aviation Administration (FAA) is among the agencies receiving funding, which includes an increase in the Airport Improvement Program (AIP) budget from \$3.5 billion to \$4 billion. This increase ensures that all current FAA grant-funded projects have the necessary resources to proceed.

President Frank J. Navarro inquired whether a list of projects eligible for funding under the increased allocation could be provided, and specifically asked if radar improvements are included among those projects.

Mr. Michael Burrows noted that two current projects fall under FAA grant funding: the Taxiway Project and the Shoulder Repair Project. He also mentioned that funding for the air traffic control tower, including associated equipment, is part of the Airport Improvement Program.

Supervisor Joe Baca thanked staff for their continued efforts in securing funding for airport renovations. He inquired about which entity is responsible for tracking point-of-sale data for flights and fuel at San Bernardino International Airport.

Mr. Michael Burrows stated that point-of-sale data is tracked through a web-based application operated by Breeze Airways. He noted that the sharing of this data is not subject to negotiation, as the airline is obligated to report its revenue. He further explained that fuel sales are tracked by the airport and are subject to applicable taxes.

Mr. Mark Cousineau, Director of Finance, added that Breeze Airways typically purchases smaller quantities of fuel due to the shorter distances of its flights, averaging approximately 1,000 gallons per flight. He reported that fuel is priced at \$0.13 per gallon, with an additional \$0.11 per gallon fuel flowage fee collected by the San Bernardino International Airport Authority (SBIAA).

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 February 2025
4. Receive and file Treasurer's Report for January 31, 2024, for the San Bernardino International Airport Authority (SBIAA)
5. Approve Change order No. 1 with Geo Paving and Seal Coating, Inc. for \$4,500 for additional work related to the General Aviation Ramp Project; Approve the Filing of a Notice of Completion for this Contract and Authorize the Release of Retained Funds
6. Authorize staff to advertise the Luxivair SBD Kitchen and Snack Bar Upgrade Project
7. Authorize staff to advertise the Terminal Lactation Room and Pet Relief Project
8. Approve Meeting Minutes: February 26, 2025

ACTION: Approve Agenda Item Nos. 3–8

| | |
|----------------|--|
| RESULT: | ADOPTED [UNANIMOUSLY] |
| MOTION/SECOND: | Baca / Sanchez |
| AYES: | Navarro, Lilburn, Baca, Shorett, and Sanchez |
| NAYS: | None |
| ABSTENTIONS: | None |
| ABSENT: | None |

I. **COMMISSION ACTION ITEMS**

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

9. Receive And File the Annual Independent Financial Audit Report of the San Bernardino International Airport Authority (SBIAA) for the Fiscal Year Ending June 30, 2024

Mr. Mark Cousineau, Director of Fianance, introduced Mr. David Showalter of Eide Bailly, LLP, to present the Annual Independent Financial Audit Report.

Mr. David Showalter provided a brief summary of the Independent Financial Audit Report for the San Bernardino International Airport Authority (SBIAA).

ACTION: The San Bernardino International Airport Authority (SBIAA) Annual Audit Report for Fiscal Year ending June 30, 2024, has been completed by Eide Bailly, LLP, an independent certified public accounting audit firm.

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

10. Approve a technical correction to Amendment No. 1 to the amended and restated land lease agreement with Ashley Furniture Industries, LLC for approximately 11.98 acres of property

Mr. Michael Burrows, Chief Executive Officer, noted that a typographical error had been identified in a previous amendment, and that a correction was necessary to ensure full disclosure and reflect the accurate project cost.

ACTION: Amendment No. 1 to the Amended and Restated Lease with Ashley Furniture Industries, LLC was previously approved on February 26, 2025. At that time, the total project construction cost referenced was \$7,500,000. Given recent cost escalations, the total project construction cost was adjusted to an amount not to exceed \$7,700,000. The revised Amendment No. 1 is attached for reference.

| | |
|----------------|--|
| RESULT: | ADOPTED [UNANIMOUSLY] |
| MOTION/SECOND: | Baca / Lilburn |
| AYES: | Navarro, Lilburn, Baca, Shorett, and Sanchez |
| NAYS: | None |
| ABSTENTIONS: | None |
| ABSENT: | None |

11. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through June 30, 2025

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled “June 2025 – Airport Focal Areas” (as contained on pages 125-127 in the agenda packet).

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

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**

There were no commission member comments.

M. **ADJOURNMENT**

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:28 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, April 23, 2025.

Jillian Ubaldo
Assistant Secretary of the Commission



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 7

PRESENTER: Mark Cousineau, Director of Finance

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

SUMMARY

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

RECOMMENDED ACTION(S)

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

FISCAL IMPACT

The composition for the requested adjustments is detailed in the attached "Proposed Budget Adjustment Table". The combined net effect on the San Bernardino International Airport Authority's Fiscal Year 2024-2025 Budget, if approved, would be a net increase in budgetary expense of \$57,600.

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

BACKGROUND INFORMATION

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

The net effect of the proposed budget adjustments is a decrease in budgetary net income of \$57,600. Estimated revenues are increasing \$1,564,400 from anticipated Federal Aviation Administration (FAA) grants totaling \$1,474,400 and increased Avgas sales at Luxivair-SBD of \$90,000.

The increase in budgetary expenses of \$1,622,000 is comprised of a \$1,357,000 increase for the reconstruction of Taxiway 'A'; \$195,000 increase to develop an FAA required Pavement Management Plan (PMP); and a \$70,000 increase to acquire Avgas inventory for sale.

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY
FY 2024-2025 Proposed Budget Adjustments
April 2025

PROPOSED BUDGET ADJUSTMENTS TABLE

| Proposed Adjustments | | | Budget Class | Approved Budget | Proposed Adjustments | Adjusted Budget |
|---|---------------------|----|---|------------------------|-----------------------------|------------------------|
| <i>Expenditures & Transfers Out</i> | | | | | | |
| A | Luxivair-SBD | 42 | - Aeronautical Revenue (COGS) - Avgas | \$ 370,000 | \$ 70,000 | \$ 440,000 |
| B | Capital Improvement | 63 | - Project - FAA2501 - Taxiway A Reconstruction | 3,200,000 | 1,357,000 | 4,557,000 |
| C | Capital Improvement | 63 | - Project - FAA2503 - Pavement Management Plan | 100,000 | 195,000 | 295,000 |
| | | | | - | - | - |
| | | | | | - | - |
| | | | Increase (Decrease) in expenditures & transfers out | | 1,622,000 | |
| <i>Revenues & Transfers In</i> | | | | | | |
| A | Luxivair-SBD | 42 | - Revenues: Fuel Sales - Avgas | 440,000 | 90,000 | 530,000 |
| B | Capital Improvement | 49 | - Nonoperating Revenue - Federal Grants | 3,200,000 | 1,289,150 | 4,489,150 |
| C | Capital Improvement | 49 | - Nonoperating Revenue - Federal Grants | 100,000 | 185,250 | 285,250 |
| | | | | | | - |
| | | | Increase (Decrease) in revenues & transfers in | | 1,564,400 | |
| | | | Net Budget Adjustment, Expenses in Excess of Revenues | | \$ 57,600 | |

- A** Net increase of \$20,000 in Luxivair-SBD Avgas sales revenues in excess of cost of goods sold (inventory purchases) required to meet aviation customer demand for the remainder of Fiscal Year 2024-2025.

- B** \$1,357,000 increase to the capital improvement project to reconstruct Taxiway A that is funded by an increase in the estimated FAA Grant for this project of \$1,440,000. Ongoing revenues and cash on hand will fund SBIAA's 5% grant match of \$67,850.
- C** \$195,000 increase to the capital improvement project to develop a FAA required Pavement Management Plan that is funded by an increase in the estimated FAA Grant for this project of \$185,250. Ongoing revenues and cash on hand will fund SBIAA's 5% grant match of \$9,750.

Staff recommend that the Commission approve the above recommended action.

Attachments:

1. None



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 8

PRESENTER: Jonathan Galvan, Airport Manager

SUBJECT: APPROVE A MULTI-YEAR SERVICE AGREEMENT WITH AMTECH ELEVATOR SERVICES, LLC IN AN AMOUNT NOT TO EXCEED \$146,880 FOR PREVENTATIVE MAINTENANCE SERVICES OF ALL SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) ELEVATORS AND ESCALATORS

SUMMARY

Approval of this item would award a one (1)-year service agreement beginning July 1, 2025, with two (2)-additional, one (1)-year extension options to Amtech Elevator Services, LLC to provide preventative maintenance services on all San Bernardino International Airport Authority (SBIAA) owned elevators and escalators. The proposed service agreement would be \$48,960 annually, with a total amount over three (3)-years of \$146,880.

RECOMMENDED ACTION(S)

Approve a professional services agreement with Amtech Elevator Services, LLC in an amount not to exceed \$146,880 over a three-year period, beginning July 1, 2025, for preventative maintenance services of all SBIAA owned elevators and escalators; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

Funding for these services will be included in future proposed San Bernardino International Airport Authority (SBIAA) Budgets, Budget Class 55 – Maintenance and Repairs, beginning Fiscal Year 2025-2026.

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

BACKGROUND INFORMATION

The San Bernardino International Airport Authority (SBIAA) owns and operates seven (7)-elevators located in six (6)-buildings, including: Domestic Terminal, International Terminal, Air Traffic Control Tower, Customs Building, Hangar 763 (large Hangar Complex), and Luxivair SBD. The proposed service agreement with Amtech Elevator Services, LLC would be for a scope that includes monthly preventative maintenance, annual inspections, and required certifications for all SBIAA owned elevators and escalators. In order to ensure these conveyances are in good working condition, monthly maintenance services, annual inspections of the system by a certified technician, and timely repairs to each elevator are required. The State of California Department of Industrial Relations (DIR) is the regulatory agency overseeing elevator and escalator operation and permitting. The DIR requires an annual inspection, and certification must be performed by licensed technicians. Monthly maintenance includes inspection and preventative maintenance for each elevator. Yearly service and certification involve specific State required testing and servicing to ensure renewal of State issued permits.

On March 4, 2025, staff solicited proposals to establish a service agreement for elevator repair, certification and on-call maintenance services. Three (3) vendors were solicited and two (2) provided proposals. Amtech Elevator Services, LLC provided the lowest cost proposal for these services.

Staff recommends the SBIAA Commission approve the above recommended action.

Attachments:

1. Professional Services Agreement
2. Bid Tabulation

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

CONSULTANT SERVICES AGREEMENT

AMTECH ELEVATOR SERVICES, LLC

This AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into effective July 1, 2025, by and between the SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY, a joint powers authority created pursuant to Government Code Sections 6500, et seq., (the "SBIAA"), and AMTECH ELEVATOR SERVICES, LLC. (the "Consultant").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SUPERVISION OF CONSULTANT. The SBIAA staff designated in **Exhibit B** shall be responsible for the direction of any services to be performed by the Consultant and any Subcontractor to the Consultant under this Agreement. The Consultant shall not undertake any services under the terms of this Agreement unless instructed to do so by one of the staff members designated in Exhibit B. No other staff member is authorized by the SBIAA to request services from the Consultant.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on the date first appearing in this Agreement with two, optional, one-year extensions automatically expiring June 30, 2028 (the "Term"). The SBIAA reserves the right through the actions of the Chief Executive Officer of the SBIAA to terminate this Agreement at any time either with or without cause and at the sole convenience of the SBIAA upon delivery of notice of termination to the Consultant in accordance with Section 12; provided, however, that upon the effective date of any such termination, the SBIAA shall be responsible to pay and/or reimburse the Consultant for all services, materials and supplies as may have been furnished to the SBIAA through such termination date in accordance with the Scope of Services as referenced in Section 3.

3. CONSULTANT SCOPE OF SERVICES. The SBIAA hereby retains the Consultant to provide the consulting services set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference. The Consultant hereby agrees to perform the services set forth in the Scope of Services in accordance with the terms of this Agreement. The Consultant shall perform the services as set forth in said Scope of Services within the time periods to be identified by the appropriate SBIAA representative.

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant in an aggregate amount not to exceed **One-hundred Forty-six Thousand, Eight-hundred Eighty Dollars (\$146,880.00)** for the Term of this Agreement.

B. The compensation designated in subsection 4. A shall be the Total Fee for the performance of the services and the delivery of the final work product materials, if any, as set forth in the Scope of Services. The Total Fee shall include, but not be limited to, the salaries of all Subcontractors retained by the Consultant and all employees of the Consultant to perform services pursuant to this Agreement and shall be inclusive of all costs and expenses incurred for mileage, travel, graphics, telephone, printing, fax transmission, postage, copies and such other expenses related to providing the services set forth in Exhibit A.

C. The Consultant shall invoice the SBIAA for services performed by the Consultant under this Agreement each calendar month during the Term of this Agreement.

D. The Consultant shall submit invoices under this Agreement to:

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

E. Each invoice of the Consultant shall set forth the time and expenses of the Consultant incurred in performance of the Scope of Services, during the period of time for which the invoice is issued. Each invoice of the Consultant shall clearly set forth the names of the individual personnel of the Consultant and any individual subconsultants utilized by the Consultant, during the time period covered by the invoice, a description of the consultant services rendered on a daily basis by each named individual during such time period, the respective hourly rates of each named individual and the actual time expended by each named individual. Each invoice of the Consultant shall be accompanied by copies of all third party invoices for other direct costs incurred and paid by the Consultant during such time period. SBIAA shall pay all amounts set forth on the invoices of the Consultant and approved by the authorized SBIAA staff personnel who requested the services, within thirty (30) days of such approval.

5. RECORDS RETENTION. Records, maps, field notes and supporting documents and all other records pertaining to the use of funds paid to the Consultant hereunder shall be retained by the Consultant and available to the SBIAA for examination and for purposes of performing an audit for a period of five (5) years from the date of expiration or termination of this Agreement or for a longer period, as required by law. Such records shall be available to the SBIAA and to appropriate county, state or federal agencies and officials for inspection during the regular business hours of the Consultant. If the Consultant does not maintain regular business hours, then such records shall be available for inspection between the hours of 9 a.m. and 5 p.m. Monday through Friday, excluding federal and state government holidays. In the event of litigation or an audit relating to this Agreement or funds paid to the Consultant by the SBIAA under this Agreement, such records shall be retained by the Consultant until all such litigation or audit has been resolved.

6. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorney fees, for injury or damage of any type claimed as a result of the acts or omissions of the Consultant, its officers, employees, subcontractors and agents, arising from or related to performance by the Consultant of the services required under this Agreement.

7. INSURANCE. The Consultant shall maintain insurance as set forth in this Section 7 throughout the Term of this Agreement. The Consultant shall remain liable to the SBIAA pursuant to Section 6 above to the extent the Consultant is not covered by applicable insurance for all losses and damages incurred by the SBIAA that are caused directly or indirectly through the actions or inactions, willful misconduct or negligence of the Consultant in the performance of the services by the Consultant pursuant to this Agreement. These insurance policies must be issued by an insurance company or companies authorized to do business in the State of California and maintain an AM Best rating of A (V) or better. Such insurance coverages shall be as follows:

(1) Worker's Compensation Insurance. The Consultant and each of its subcontractors shall maintain worker's compensation coverage in accordance with California workers' compensation laws for all workers under the Consultant's and/or subcontractor's employment performing work under this Agreement.

(2) Automobile Insurance. The Consultant and each of its subcontractors shall maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

(3) Commercial General Liability Insurance. The Consultant shall maintain general liability insurance with no exclusions or limitations relating to SBIAA Premises or Operations, written on an "Occurrence" policy form. "Claims Made" coverage will not be acceptable to the SBIAA unless such coverages have been fully disclosed by the Operator, and reviewed by the SBIAA prior to the execution of this Agreement. The SBIAA reserves the right to refuse any "Claims Made" policy form. All Commercial General Liability Insurance policies shall provide coverage for bodily injury and property damage, including death, arising out of or relating to the products and/or services provided by the Consultant under this agreement. Limits of insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(4) Additional Insured Endorsement. The "San Bernardino International Airport Authority" shall be named by endorsement as an "Additional Insured" under the Consultant's Commercial General Liability Insurance Coverage. The Additional Insured Endorsement must be on ISO Form CG 20 10 07 04 or an available equivalent acceptable to the SBIAA, with such modifications as the SBIAA may require. The Consultant's general liability coverage shall be primary.

(5) Prior to the commencement of any work by the Consultant, the Consultant shall deliver to the SBIAA all "Certificates of Insurance" evidencing the existence of the insurance coverage required herein. All coverages shall remain in full force and effect continuously throughout the Term of this Agreement. Each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may NOT be cancelled, terminated or modified in scope of coverage as it applies to the services to be provided by the Consultant under this agreement, except upon thirty (30) days prior written notice to the SBIAA.

(6) Certificate Holder. The Certificate Holder shall read as follows:

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

8. OWNERSHIP AND REUSE OF DOCUMENTS AND OTHER MATERIALS AND INFORMATION. All maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents generated by or on behalf of the Consultant for performance of the work set forth in the Scope of Services shall be the sole property of the SBIAA, as of the time of their preparation and payment therefore by the SBIAA, and shall be delivered to the SBIAA upon written request to the Consultant. The Consultant shall not make use of any maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and other materials whether for marketing purposes or for use with other clients when such have become the property of the SBIAA without the prior express written consent of the SBIAA except to the extent that such maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents are readily available to the general public as public records pursuant to State law.

Consultant shall execute, acknowledge and perform any and all acts which shall reasonably be required in order for SBIAA to establish unequivocal ownership of the maps, photographs, data, information, reports, drawings, specifications, computations, notes, renderings, designs, inventions, photographs, modifications, adoptions, utilizations, correspondence or other documents and record, register and procure an issuance in or to SBIAA's rights, title and/or interest.

9. PRESS RELEASES/PUBLICITY. Press or news releases, including photographs or public announcements, or confirmation of the same related to the services to be provided by the Consultant under this Agreement shall only be made by the Consultant with the prior

written consent of the Chief Executive Officer of the SBIAA. Consultant shall not advertise, market or use other promotional efforts that include any data, pictures, or other representations of the SBIAA without the prior written consent of the Chief Executive Officer of the SBIAA.

10. CONFIDENTIALITY OF MATERIALS AND INFORMATION. The Consultant shall keep confidential all reports, survey notes and observations, information, and data acquired or generated in performance of the services set forth in the Scope of Services, which the SBIAA designates confidential. None of such designated confidential materials or information may be made available to any person or entity, public or private, without the prior written consent of the SBIAA. Consultant shall safeguard and not disclose confidential information of the SBIAA including any of the following: (a) patient, trademark or copyright information; (b) personnel information; (c) matters of a technical nature; (d) matters of a business nature; and, (e) other information of a similar nature which is not generally disclosed by the SBIAA, referred to collectively hereafter as "Confidential Information." Consultant further agrees not to use Confidential Information except as may be necessary to perform the services identified in this Agreement for the SBIAA. Upon termination or expiration of this Agreement, or otherwise as requested by the SBIAA, Consultant shall promptly deliver all Confidential Information to the SBIAA, if any, in whatever form, that may be in Consultant's possession or control.

11. DEFAULT AND REMEDIES.

A. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within seven (7) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

B. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice as specified herein.

C. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties under this Agreement are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

D. In the event that a default of any party to this Agreement may remain uncured for more than seven (7) calendar days following receipt of written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to terminate this Agreement upon written notice to the other party, which termination shall be effective immediately upon receipt of such notice, and whether or not this Agreement is terminated, seek any appropriate remedy or damages available under applicable law.

12. TERMINATION.

A. This Agreement may be terminated by either party for any reason by giving the other party fifteen (15) calendar days prior written notice. The SBIAA shall pay the Consultant for all work authorized by the SBIAA and completed, prior to the effective termination date.

B. In the event of a termination of this Agreement under this Section 12, the Consultant shall provide all documents, notes, maps, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the SBIAA, within ten (10) calendar days of such termination and without additional charge to the SBIAA.

13. NOTICE. All notices given hereunder shall be in writing. Notices shall be presented in person or by certified or registered mail using the United States Postal Service, return receipt requested, postage prepaid or by overnight delivery by a nationally recognized delivery service to the addresses set forth below. Notice presented by United States Mail shall be deemed effective on the third (3rd) business day following the deposit of such Notice with the United States Postal Service. This Section 13 shall not prevent the parties hereto from giving notice by personal service, which shall be deemed effective upon actual receipt of such personal service. Either party may change their address for receipt of written notice by notifying the other party in writing of a new address for delivering notice to such party.

CONSULTANT: Amtech Elevator Services, LLC
12921 166th St.
Cerritos, CA 90703

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

14. COMPLIANCE WITH LAW. The Consultant shall comply with all local, state, and federal laws, including, but not limited to, environmental acts, rules and regulations applicable to the services to be provided by the Consultant under this Agreement. The Consultant shall maintain all necessary licenses and registrations for the lawful performance of the services required of the Consultant under this Agreement.

15. NONDISCRIMINATION. The Consultant shall not discriminate against any person on the basis of race, color, creed, religion, natural origin, ancestry, sex, marital status or physical handicap in the performance of the Scope of Services of this Agreement. Without limitation, the Consultant hereby certifies that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status of national origin. Further, the Consultant shall promote affirmative action in its hiring practices and employee policies for minorities and other designated classes in accordance with federal, state and local laws. Such action shall include, but not be limited to, the following: recruitment and recruitment advertising, employment, upgrading and promotion. In addition, the Consultant shall not exclude from participation under this Agreement any employee or applicant for employment on the basis of age, handicap or religion in compliance with state and federal laws.

16. SUBCONTRACTORS AND/OR SUBCONSULTANTS. The Consultant recognizes and agrees that it has the affirmative duty to disclose the company name, company address, names and titles of principals, key management and supervisory personnel of all subcontractors and/or subconsultants, and other persons, entities, agents, representatives and intermediaries (collectively, "Subcontractors") who may be participating in any manner in the Scope of Services to be rendered by the Consultant pursuant to the terms of this Agreement. The definition of Subcontractors shall also include any and all others persons who may attempt to influence any decision intended to be made by the governing body of the SBIAA with regard to the funding, other discretionary actions or additional approvals associated with this Agreement and the Scope of Services whether or not such other parties are seeking compensation from the Consultant in furtherance of the Scope of Services pursuant to this Agreement. All such Subcontractors shall be disclosed in writing by the Consultant to the Assistant Secretary of the SBIAA Commission, immediately upon Consultant entering into any agreement or contract, either written or oral, with each such Subcontractor. It is the obligation of the Consultant to so disclose to the Assistant Secretary of the Commission any and all Subcontractors, as defined above, throughout the Term of this Agreement. Failure on behalf of the Consultant and/or its agents, representatives and intermediaries to comply with this Section 16 shall result in the inability of SBIAA staff to authorize and/or submit to the SBIAA governing body any amendments, change orders, extensions of time, etc., relative to this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 16 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

17. CONSULTANT AND EACH SUBCONTRACTOR ARE INDEPENDENT CONTRACTORS. The Consultant shall at all times during the performance the services described in Exhibit A be deemed to be an independent contractor. Neither the Consultant nor any of its subcontractors shall at any time or in any manner represent that it or any of its employees are employees of the SBIAA or any member agency of the SBIAA. The SBIAA shall not be requested or ordered to

assume any liability or expense for the direct payment of any salary, wage or benefit to any person employed by Consultant or its Subcontractors to perform the services described in Exhibit A. Consultant is entirely responsible for the immediate payment of all subcontractor liens.

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

The Consultant acknowledges the obligations as set forth in this Section 18 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

19. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS. The Consultant represents and warrants that it has reviewed and is familiar with the governing provisions of the California Government Code and the regulations promulgated there under by the Fair Political Practices Commission (“FPPC”) regarding campaign contributions to appointed members of the governing body of the SBIAA. The Consultant further represents and warrants that neither the Consultant, nor any number of individuals employed by the Consultant or other contractors and Subcontractors of the Consultant, or any others acting on behalf of or in concert with the Consultant, have contributed to: (i) any member of the governing body of the SBIAA, (ii) any election committee of any member of the governing body of the SBIAA, (iii) any “friends of” election committee of any member of the governing body of the SBIAA, or (iv) any political action committee (“PAC”) representing, acting with or on behalf of any member of the governing body of the SBIAA, an amount in the aggregate of more than Two Hundred Fifty and 00/100 Dollars (\$250.00) within the period commencing twelve (12) months prior to the date of the official action by the governing body of the SBIAA to approve this Agreement. The Consultant covenants and warrants that for the period of time commencing as of the date of the approval of this Agreement by the governing body of the SBIAA and for ninety (90) calendar

days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of \$250.00 from the Consultant and other contractors and Subcontractors of the Consultant, or others action on behalf of or in concert with the Consultant, when aggregated with campaign contributions paid pursuant to the preceding sentence for the prior twelve (12) month period, shall be made to any member of the governing body who participated in the official action to approve this Agreement. Such \$250.00 limitation shall apply for the period of time commencing twelve (12) months prior to the date of the official action of the governing body of the SBIAA to approve this Agreement and for ninety (90) calendar days thereafter and all such campaign contributions within said fifteen (15) month period of time shall be aggregated for purposes of the FPPC rules and regulations. Any breach of this Section 19, whether intentional or unintentional, shall be deemed to be a material breach of this Agreement.

The Consultant acknowledges the obligations as set forth in this Section 19 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

20. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS. The provisions of this Section 20 shall apply to the Consultant, its employees and/or agents providing or supervising the services to the SBIAA as set forth in this Agreement. The Consultant acknowledges and represents and warrants that the Consultant is aware of the requirements of the Fair Political Practices Commission ("FPPC") of the State of California, including the statutory requirements and the rules and regulations promulgated pursuant thereto, and the obligations and duties of third party contractors such as the Consultant to complete and timely submit the required FPPC reporting forms.

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

Further, the Consultant recognizes that it is neither the duty nor the responsibility of the SBIAA, its staff and/or legal counsel to review or seek additional information from the Consultant as to any information submitted to the SBIAA in the required

FPPC reporting forms. The Consultant further understands that the Consultant, its principals, shareholders, and certain employees and/or agents could be subjected to fines and civil penalties imposed by the FPPC in the event any documentation submitted by the Consultant is deemed to be inadequate either by the FPPC or any other State or local prosecutorial office. Under some circumstances, such inadequacies for failure to comply with the FPPC requirements may also involve criminal sanctions.

The Consultant shall further defend, indemnify and hold harmless the SBIAA, its officers, employees, representatives, and agents, for any and all violations by the Consultant regarding FPPC reporting compliance requirements that result in any liability or financial loss to the SBIAA, its officers, employees, representatives, and agents, by reason of the failure of the Consultant to comply with the provisions of this Section 20, including staff costs, attorney fees and any and all other costs as may be incurred by the SBIAA, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Consultant.

The Consultant acknowledges the obligations as set forth in this Section 20 by the initials of the agent signing on behalf of the Consultant appearing below:

(initial here)

21. CONSULTANT INTERESTS ADVERSE TO THE SBIAA. Consultant hereby represents that it has no interests adverse to the SBIAA or its individual member entities, at the time of execution of this Agreement. Consultant hereby agrees that, during the Term of this Agreement, the Consultant shall not enter into any agreement or acquire any interests detrimental or adverse to the SBIAA or its individual member entities. Additionally, Consultant hereby represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor who may hereafter be designated to perform services pursuant to this Agreement, do not have and, during the Term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to the SBIAA as set forth in this Agreement.

22. TITLE VI – NONDISCRIMINATION PROVISIONS

A. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders,

and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

1. **Compliance with Regulations:** The Consultant (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 Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant 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 Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SBIAA or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish

the information, the Consultant will so certify to the SBIAA or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

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

25. **AMENDMENT OR MODIFICATION.** This Agreement may only be modified or amended by written instrument duly approved and executed by each of the parties hereto. Any such modification or amendment shall be valid, binding and legally enforceable only if in written form and executed by authorized representatives of each of the parties hereto, following all necessary approvals and authorizations for such execution.

26. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action arising from or related to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Bernardino.

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

28. CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

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

30. REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT. The person(s) executing this Agreement warrant that he/she/they is/are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

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

32. EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA. This Agreement shall not be binding on the SBIAA until approved by the SBIAA Commission, approved as to form and legal content by SBIAA legal counsel, signed by the Chief Executive Officer and signed by an authorized representative of the Consultant.

33. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit A or any similar or related services. The SBIAA may, during the Term of this Agreement, contract with other consultants for the performance of the same, similar or related services as those that may be performed by the Consultant under this Agreement. The SBIAA reserves the discretion and the right to determine the amount of services to be performed by the Consultant for the SBIAA under this Agreement, including not requesting any services at all. This Agreement sets forth only the terms upon which any such services will be provided to the SBIAA by the Consultant, if such services are requested by the SBIAA, as set forth in this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, two identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the authorized signatures of the officers of the parties hereinabove named, on the day and year first herein written.

SBIAA

Dated: _____

San Bernardino International Airport Authority,
a joint powers authority

By: _____
Michael Burrows, Chief Executive Officer

ATTEST:

Jillian Ubaldo,
Assistant Secretary of the Commission

Approved as to form and legal content:

Scott Huber: Legal Counsel

Consultant

Dated: _____

AMTECH ELEVATOR SERVICES, LLC

By: _____
Name:
Title:

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B
SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer

Director of Aviation

Assistant Secretary of the Commission (relating to records production, recordkeeping, political contributions, Form 700 compliance, etc., only)



Preventative Maintenance and Repair Services for Elevators and Escalators

BID TABULATION

RFP 24-25: 001 | # of vendors contacted: 8 | # of bids received: 2

| Item No. | Description | QTY | Unit | Unit Cost | Total Fee | Elevators, Etc. | Amtech Elevators |
|--|---|--------------------------|------|-----------|-----------|-----------------|-------------------|
| 1 | Annual Preventative Maintenance Services | QTY | Unit | Unit Cost | Total Fee | | |
| SBIAA Elevator Conveyances | | | | | | | |
| 1.a | Domestic Terminal (673) | 12 | MO | \$ - | \$ - | \$ 2,640.00 | \$ 2,460.00 |
| 1.b | Luxivair FBO | 12 | MO | \$ - | \$ - | \$ 2,640.00 | \$ 2,460.00 |
| 1.c | Control Tower (794) | 12 | MO | \$ - | \$ - | \$ 4,800.00 | \$ 4,920.00 |
| 1.d | Custom Office (674) | 12 | MO | \$ - | \$ - | \$ 2,640.00 | \$ 2,460.00 |
| 1.e | Hangar 763 | 12 | MO | \$ - | \$ - | \$ 2,640.00 | \$ 2,460.00 |
| 1.f | International Arrivals Facility (IAF) (2 units) | 12 | MO | \$ - | \$ - | \$ 5,280.00 | \$ 4,920.00 |
| SBIAA Escalator Conveyances | | | | | | | |
| 1.g | Domestic Terminal (673) (2 units) | 12 | MO | \$ - | \$ - | \$ 12,600.00 | \$ 14,160.00 |
| 1.h | International Arrivals Facility (IAF) | 12 | MO | \$ - | \$ - | \$ 6,300.00 | \$ 7,080.00 |
| IVDA Elevator Conveyances | | | | | | | |
| 1.i | DFAS | 12 | MO | \$ - | \$ - | \$ 2,640.00 | \$ 2,460.00 |
| 2 | Annual Tests/Inspections | QTY | Unit | Unit Cost | Total Fee | | |
| SBIAA Elevator Conveyances | | | | | | | |
| 2.a | Domestic Terminal (673) | 1 | YR | | \$ - | \$ 1,016.00 | Covered - No Cost |
| 2.b | Luxivair FBO | 1 | YR | | \$ - | \$ 1,016.00 | Covered - No Cost |
| 2.c | Control Tower (794) | 1 | YR | | \$ - | \$ 2,592.00 | Covered - No Cost |
| 2.d | Custom Office (674) | 1 | YR | | \$ - | \$ 1,016.00 | Covered - No Cost |
| 2.e | Hangar 763 | 1 | YR | | \$ - | \$ 1,016.00 | Covered - No Cost |
| 2.f | International Arrivals Facility (IAF) (2 units) | 1 | YR | | \$ - | \$ 2,032.00 | Covered - No Cost |
| SBIAA Escalator Conveyances | | | | | | | |
| 2.g | Domestic Terminal (673) (2 units) | 1 | YR | | \$ - | \$ 5,304.00 | \$ 5,360.00 |
| 2.h | International Arrivals Facility (IAF) | 1 | YR | | \$ - | \$ 2,652.00 | \$ 2,680.00 |
| IVDA Elevator Conveyances | | | | | | | |
| 2.i | DFAS | 1 | YR | | \$ - | \$ 1,016.00 | Covered - No Cost |
| HOURLY RATES (outside of scheduled, monthly preventative maintenance services) | | | | | | | |
| 3 | Normal Business Hours, Hourly Rate | 1 | HR | \$ - | | \$ 369.20 | \$ 335.00 |
| 4 | After-hours, Hourly Rate | 1 | HR | \$ - | | \$ 627.12 | \$ 395.00 |
| 5 | Weekend On-Call, Hourly Rate | 1 | HR | \$ - | | \$ 738.40 | \$ 395.00 |
| 6 | Holiday On-Call, Hourly Rate | 1 | HR | \$ - | | \$ 738.40 | \$ 535.00 |
| 7 | Emergency Call-out Hourly Rate | 1 | HR | \$ - | | \$ 627.12 | \$ 535.00 |
| 8 | Parts/Supply Mark-up % | 1 | EA | % | | 15% | 15% |
| 9 | Additional Costs (Specify Below): | | | | \$ - | \$ 838.00 | \$ - |
| | SBIAA Total Annual Preventative Maintenance Fees: | | | | \$ - | \$ 39,540.00 | \$ 40,920.00 |
| | SBIAA Total Annual Tests/Inspection Fees: | | | | \$ - | \$ 16,644.00 | \$ 8,040.00 |
| | | SBIAA Total Annual Fees: | | | \$ - | \$ 56,184.00 | \$ 48,960.00 |



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 9

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$545,629 FOR THE RECONSTRUCT PORTION OF TAXIWAY 'A' PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)

SUMMARY

The proposed agreement with AECOM Technical Services, Inc. (AECOM) would provide construction management services for the Reconstruct Portion of Taxiway 'A' Project. AECOM would provide day-to-day construction management services, review and respond to contractor submittals, coordinate project work, and submit all necessary documentation to the FAA. This agreement is subject to final grant award by the FAA through the Airport Improvement Program (AIP).

RECOMMENDED ACTION(S)

Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for construction management services for the Reconstruct Portion of Taxiway 'A' Project in an amount not to exceed \$545,629 subject to final grant award from the FAA; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

In the event that the proposed budget adjustment on today's agenda is approved, funding for this professional services agreement will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-25 Budget, Capital Improvements (Account 63201), Project Number FAAs2501 – Taxiway 'A' Reconstruction for \$4,557,000 of which \$545,629 will be allocated to this agreement.

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

BACKGROUND INFORMATION

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

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

As required by the FAA for professional service procurements, an Independent Fee Estimate (IFE) was performed by a separate third-party neutral firm familiar with this type of work to analyze the project scopes and fee amount. The resulting IFE was used to negotiate AECOM's fee for services, and resulted in an amount consistent with the IFE's determination of an appropriate fee and scope of services to complete this development project. Ninety-five percent (95%) of this professional services agreement cost is reimbursable by the FAA through the Airport Improvement Program (AIP), the remaining five percent (5%) would be funded by SBIAA.

As the highest rated firm from the SOQ solicitation, AECOM was selected to provide professional construction management services for this airfield development project in accordance with FAA professional services procurement procedures. Future airfield development projects that were included in the RFQ solicitation will each undergo the IFE process to ensure fair and reasonable project scopes and fee for services.

Staff recommends the Commission approve the above actions.

Attachments:

1. Form of Professional Services Agreement

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

Reconstruct Portion of Taxiway A

This AGREEMENT FOR PROFESSIONAL SERVICES (the “Agreement” or “Contract”) is made and entered into as of _____, 2025 by and between the **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY** (“SBIAA”), a joint powers authority created pursuant to Government Code Sections 6500, et seq., and **AECOM Technical Services, Inc.** (the “Consultant”). SBIAA and the Consultant are jointly the “Parties,” and each entity is separately a “Party,” to this Agreement.

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

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

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate on **April 30, 2026** or upon the completion of the work described in the Scope of Services, whichever occurs first, unless earlier terminated, as provided in this Agreement.

3. **SCOPE OF CONSULTANT SERVICES.** The SBIAA retains the Consultant to provide the professional services, or work, set forth in the Scope of Services. The Consultant agrees to perform the work set forth in the Scope of Services attached to this agreement as Exhibit “A” and incorporated into this Agreement by this reference. Consultant also agrees to adhere to the schedule depicted in Exhibit “A” and incorporated into this Agreement by reference. Additionally, the Consultant shall ensure that its primary contact person, or designee for its performance of such work, shall be available to the SBIAA staff via electronic communication (such as email, pager, cell phone, or telephone) on a 24-hour per day basis during the Term of this Agreement.

4. PAYMENT BY SBIAA FOR WORK PERFORMED BY CONSULTANT.

A. The SBIAA shall compensate the Consultant for the performance of the work as described in the "Scope of Services and Fees", Exhibit "A", in an amount not-to-exceed **\$545,629** as detailed in Exhibit A.

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

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

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

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

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

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

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

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

7. INDEMNIFICATION AND DEFENSE.

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

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

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

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

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

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

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

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

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

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

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

E. Concurrent with the execution of this Agreement and prior to the commencement of any work by the Consultant, the Consultant shall deliver to the SBIAA certificates evidencing the existence of the insurance coverage required by this Agreement, which coverage shall remain in full force and effect continuously throughout the term of this Agreement. Each policy of insurance, except workers compensation insurance and errors and omissions insurance, that Consultant purchases in satisfaction of the insurance requirements of this Agreement, shall name the SBIAA as an additional insured. Additionally, each policy of insurance that Consultant purchases in satisfaction of the insurance requirements of this Agreement shall provide that the policy may not be cancelled, terminated, or modified in scope of coverage as it applies to the services to be provided by Consultant under this Agreement, except upon thirty (30) days prior written notice to the SBIAA.

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

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

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

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

J. Consultant's liability insurance coverage may be provided by a combination of primary, excess, and umbrella policies, but those policies must be absolutely concurrent in all respects regarding the coverage afforded by the policies. The coverage of any excess or umbrella policy must be at least as broad as the coverage of the primary policy.

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

L. Except for Professional Liability Insurance for Errors and Omissions Coverage, the consultant agrees to cause the insurance companies issuing their respective insurance to waive any subrogation rights that those companies may have against SBIAA (their additional insured). If the waivers of subrogation are not contained in the insurance policies,

Consultant waives any right it may have against SBIAA on account of any loss or damage to the extent that the loss or damage is insured under their respective insurance policies.

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

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

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

12. DEFAULT AND REMEDIES.

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

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

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

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

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

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

D. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to SBIAA all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by or for Consultant under this Agreement, whether complete or partially complete.

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

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

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

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

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

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

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

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

13. TERMINATION OF AGREEMENT FOR CONVENIENCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. CONFLICTS OF INTEREST.

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

B. Additionally, Consultant represents and warrants to SBIAA that Consultant and any partnerships, individual persons or any other party or parties comprising Consultant, together with each subcontractor that may be retained to perform services pursuant to this Agreement, do not have and, during the term of this Agreement, shall not acquire any property ownership interest, business interests, professional employment relationships, contractual

relationships of any nature or any other financial arrangements relating to the SBIAA, property over which the SBIAA has jurisdiction or any members or staff of the SBIAA that have not been previously disclosed in writing to SBIAA, and that any such property ownership interests, business interests, professional employment relationships, contractual relationships or any nature or any other financial arrangements will not adversely affect the ability of the Consultant to perform the services to SBIAA as set forth in this Agreement.

27. NON-EXCLUSIVITY. This Agreement shall not create an exclusive relationship between the SBIAA and the Consultant for the services set forth in Exhibit "A" or any similar or related services. The SBIAA may, during the term of this Agreement, contract with other consultants for the performance of the same, similar, or related services as those that may be performed by the Consultant under this Agreement. This Agreement only sets forth the terms upon which any such services will be provided to the SBIAA by the Consultant, as set forth in this Agreement.

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

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

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

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

employee performing on covered work during the prior week. SBIAA must report any violations of the Act to the Federal Aviation Administration.

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

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

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

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

Term Definitions:

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

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

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

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

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

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

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

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

36. FAA CONTRACT PROVISIONS AND GRANT ASSURANCES.

(a) Additional provisions required by the FAA for professional services agreements are attached hereto as Exhibit "C" and incorporated herein by reference. Such provisions include Equal Employment Opportunity requirements, Civil Rights Act of 1964, Title VI and Compliance with Nondiscrimination Requirements, together with additional FAA provisions. Consultant is advised to review the attached FAA contract provisions to determine application of such provisions to the services provided by Consultant hereunder.

(b) The FAA grant assurance covenants as are hereby made applicable to the Consultant for all work and services performed by the Consultant as set forth in the "Scope of Services".

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

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

(initial here)

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

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

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

(initial here)

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

1. By the execution and acceptance of this Agreement with the SBIAA, the Consultant hereby agrees that no later than the first day of April (April 1) of each calendar year, or any other date as designated by SBIAA legal counsel or the Clerk of the Board, the Consultant shall submit, and/or cause its employees and/or agents providing or supervising the services to

the SBIAA as set forth in this Agreement to submit, to the Clerk of the Board any reporting form or filing published and/or required by the FPPC which SBIAA legal counsel or the Clerk of the Board should deem appropriate and so request of the Consultant, properly and fully completed in accordance with the instructions of the FPPC, which instructions shall be provided to Consultant by the Clerk of the Board, identifying the appropriate and necessary economic disclosures of the Consultant, its employees and/or agents who perform services by, through or on behalf of the Consultant to the SBIAA pursuant to this Agreement.

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

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

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

(initial here)

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

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

41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

[SPACE INTENTIONALLY LEFT BLANK]

SAN BERNARDINO INTERNATIONAL AIRPORT
AUTHORITY,
a joint powers authority

Date: _____

By: _____
Michael Burrows
Chief Executive Officer

ATTEST:

By: _____
Assistant Secretary of the Commission

Approved as to form and legal content:

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

By: _____
Michael Lewin

AECOM Technical Services, Inc.

Date: _____

By: _____
Name:



**Exhibit “A” - Scope of Services
Construction Management Services for
FY25, Reconstruct Portion of Taxiway A Project
March 25, 2025**

BACKGROUND

San Bernardino International Airport Authority (“SBIAA”) has requested construction management services for the reconstruction of existing PCC pavements at the intersection of Taxiway A and Runway 24 Intersection Project at San Bernardino International Airport (SBD).

WORK BREAKDOWN STRUCTURE

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

CONSTRUCTION MANAGEMENT SERVICES

Task 1.1 Pre-Construction. Prior to construction, AECOM will perform pre-construction services in support of the project:

1. Review construction drawings and specifications
2. Preparation of project Health and Safety Plan
3. Preparation of construction schedule(s)
4. Obtain airport security badge(s)
5. Setup on-site engineer's office (Office space provided by Others)
6. Meeting and coordination with SBIAA staff to familiarize with Operations and Security
7. Conduct a pre-construction meeting

Task 1.2 Construction Management. During the construction phase, AECOM will provide Construction Management services. As indicated below, the scope of services summarizes the anticipated on-site effort as well as the home office support.

1. Provide one (1) on-site construction manager; one (1) on-site civil inspector; one (1) part-time electrical inspector; and one (1) part-time office engineer.
2. Attend and facilitate the pre-construction meeting.
3. Attend and facilitate regularly scheduled construction coordination meetings.
4. Review and respond to contractor RFI's.
5. Process submittals and shop drawings.
6. Manage and coordinate the work of the project as a whole, including the Contractor and all other parties.
7. Develop and implement project procedures.



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

8. Review and approve certified payroll.
9. Review and approve monthly progress payments.
10. Provide all reports (daily, weekly, monthly, quarterly and final acceptance) and review project for compliance.
11. Submit for review, approval, and/or execution, as required, such documents as project budgets, change orders and progress payments.
12. Monitor contractor performance and progress against the contract schedule. Obtain agreement on improvement measures to be taken, and if necessary, recommend remedial actions.
13. Maintain project records for construction contract from contract solicitation to final acceptance, payment, and close-out. These records will include, but not be limited to:
 - a) Construction contract and change orders.
 - b) Record of all correspondence and meetings pertaining to the contract.
 - c) Contractor progress payment records.
 - d) Material testing reports.
 - e) Monthly, weekly, and daily reports.
 - f) Record of all changes, deviations, and substitutions, which have been evaluated, estimated, negotiated, and accepted.
 - g) Final acceptance, final payment, and close-out documents.
14. Monitor the construction of the project in accordance with approved drawings and specifications.
15. AECOM will coordinate quality assurance material testing in accordance with the project specifications. The material testing will be provided by AECOM's subconsultant MGTL.
16. AECOM will coordinate quality assurance surveying. The QA surveys will be provided by AECOM's subconsultant Guida Surveying.
17. Coordinate any necessary airfield closures with Airport Operations, Tower, Stakeholders, and the Contractor.
18. Provide Construction Observation and Quality Assurance:
 - a) Perform construction observation of the contractor's work for general conformance with the contract documents.
 - b) Arrange for tests of materials and equipment for conformance with specific requirements of contract documents, and document results of the tests.
 - c) Where tests indicate lack of conformance, initiate action to secure conformance. Track and manage efforts of materials testing firm.
 - d) Note deficiencies in the Contractor's work, recommend corrections to be made, and check the remedial work.
 - e) Provide a record of tests made to verify quality of the work and conformance with



contract documents.

- f) Prepare and maintain daily observation reports including a narrative of the work in progress, notations on tests made, pertinent facts as to problem areas and recommended solutions, work force, equipment, and other matters essential to the project.
- g) Coordinate airfield closures with the airport.

Task 1.3 Post-Construction Activities. Upon completion of construction, AECOM will perform project close-out services. The close-out documents will be provided to the Client and SBIAA via hardcopies and PDF electronic copies.

1. Upon completion of construction, AECOM will also perform a final inspection and prepare a punch list of items to be corrected prior to final acceptance of the project.
2. Review of the Contractor's as-built drawings for accuracy and completeness.
3. Prepare the FAA Final Construction Report for project close out.

ASSUMPTIONS AND EXCLUSIONS

1. Assume that no permits are required for AECOM's scope.
2. AECOM will prepare the Final Construction Report for project close out.
3. During the construction period, the CM will facilitate weekly construction meetings (Assume 14 meetings).
4. Assumed period of performance for on-site construction management services based on 40 hours per week (8 hrs on-site per day) for 3 months (No weekend work). If the Contractor works more hours each day or more days each week, AECOM will need additional budget to adequately oversee the construction.
5. Assumed period of performance for on-site construction management is 3 months.
6. Assumed period of performance for off-site post-construction services is 1 month.
7. Office space for on-site AECOM staff will be provided by the Others.
8. Consultant shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract.
9. Consultant shall not be responsible for Owner's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of Consultant. Consultant shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Owner, Contractors or others at the project site ("Project Site") other than Consultant's employees, subconsultants and vendors. So as not to discourage Consultant from voluntarily addressing health or safety issues while at the Project Site, in the event Consultant does identify such issues by making observations, reports, suggestions or otherwise, Consultant shall have no authority to direct the actions of others not under Consultant's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of Consultant's actions or forbearance.



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

10. Notwithstanding anything contained in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.
11. Consultant shall perform the Scope of Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.
12. Consultant is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by SBIAA or obtained from generally accepted sources within the industry, except to the extent such verification by Consultant may be expressly required as a defined part of the Scope of Services.
13. Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for the work already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, Consultant shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate Consultant for any increase in the time or costs necessary to perform the work under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent Consultant's performance of the Scope of Services for more than thirty (30) days, then Consultant shall be entitled to terminate this Agreement without breach. In case of such termination, Consultant shall be entitled to compensation for those works/tasks performed as of the date of termination.

San Bernardino International Airport (SBD)
Construction Management Services for:
FY25, Reconstruct Portion of Taxiway A Project

EXHIBIT "B"

March 25, 2025
Estimate and Hour Summary

| No. | Staff | Billing Rate | Total Hours | Pre-Construction | On-Site Management | | | | AECOM Labor Subtotal | AECOM ODC's | Subconsultants | Total Amount |
|------------|--|--------------|--------------|------------------|--------------------|------------|------------|-------------------|----------------------|------------------|------------------|-------------------|
| | | | | | Month 1 | Month 2 | Month 3 | Month 4 Close-out | | | | |
| 1.0 | CONSTRUCTION MANAGEMENT SERVICES | | | | | | | | | | | |
| 1.1 | Construction Manager | \$245 | 808 | 80 | 184 | 184 | 184 | 176 | \$ 197,960 | \$ 15,000 | | \$ 212,960 |
| 1.2 | Civil Inspector | \$198 | 808 | 80 | 184 | 184 | 184 | 176 | \$ 159,984 | \$ 15,000 | | \$ 174,984 |
| 1.3 | Electrical Inspector | \$195 | 96 | | 32 | 32 | 32 | | \$ 18,720 | \$ 2,500 | | \$ 21,220 |
| 1.4 | Office Engineer | \$122 | 132 | | 44 | 44 | 44 | | \$ 16,104 | \$ 2,500 | | \$ 18,604 |
| 1.5 | Project Manager | \$283 | 30 | 10 | 4 | 4 | 4 | 8 | \$ 8,490 | \$ - | | \$ 8,490 |
| 1.6 | Project Controls | \$144 | 20 | 4 | 4 | 4 | 4 | 4 | \$ 2,880 | \$ - | | \$ 2,880 |
| 2.0 | SUBCONSULTANTS | | | | | | | | | | | |
| 2.1 | Material Testing Services (5% Mark-up) | | | | | | | | | | \$ 76,811 | \$ 76,811 |
| 2.2 | Quality Assurance Surveys (5% Mark-up) | | | | | | | | | | \$ 14,680 | \$ 14,680 |
| 3.0 | OTHER DIRECT COSTS (ODC'S) | | | | | | | | | | | |
| 3.1 | Vehicle Lease (2 trucks) | | | | \$ 3,000 | \$ 3,000 | \$ 3,000 | | | \$ 9,000 | | \$ 9,000 |
| 3.2 | Fuel (2 trucks) | | | | \$ 1,000 | \$ 1,000 | \$ 1,000 | | | \$ 3,000 | | \$ 3,000 |
| 3.3 | Office Supplies / Miscellaneous Expenses | | | | \$ 1,000 | \$ 1,000 | \$ 1,000 | | | \$ 3,000 | | \$ 3,000 |
| | Total Hours - | | 1,894 | 174 | 452 | 452 | 452 | 364 | \$ 404,138 | \$ 50,000 | \$ 91,491 | \$ 545,629 |

1,894

Total Budget \$ 545,629
T&M

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer
Director of Aviation
Director of Development
Airport Manager

EXHIBIT C

FAA CONTRACT PROVISIONS

I. EQUAL OPPORTUNITY CLAUSE.

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

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

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

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

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

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

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

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

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

B. Standard Federal Equal Employment Opportunity Construction Contract Specifications:

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whether the Consultant, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that

Plan for those trades which have unions participating in the Plan. Consultants must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Consultant's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its

actions. The Consultant shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefor, along with whatever additional actions the Consultant may have taken.

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

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

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in

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

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

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

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage

these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Consultant may be in violation of the Executive Order if a particular group is employed

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon

the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

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

2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

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

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

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

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

request the United States to enter into such litigation to protect the interests of the United States.

III. **DISADVANTAGED BUSINESS ENTERPRISES.**

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

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

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

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

D. The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent of SBIAA. Unless SBIAA consent is provided, the prime Consultant

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.
4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
5. The Offeror/ Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror/ Consultant has knowledge that the certification is erroneous.
6. This certification is a material representation of the fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SBIAA cancellation of the contract or subcontract for default at no cost to the SBIAA or the FAA.

VI. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

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

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

1. Checking the System for Award Management at website:
<http://www.sam.gov>;
2. Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.
4. If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment of the non-compliant participant.

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

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

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

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

B. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

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

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



TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 10

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: APPROVE AWARD OF A CONSTRUCTION CONTRACT WITH SULLY-MILLER CONTRACTING COMPANY IN AN AMOUNT NOT TO EXCEED \$3,716,735 FOR THE RECONSTRUCT PORTION OF TAXIWAY 'A' PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)

SUMMARY

The Reconstruct Portion of Taxiway 'A' Project involves reconstruction of approximately 400' x 75' and fillet portions of Taxiway 'A' located adjacent to the Runway 24 threshold. Construction activities include removal of existing pavement, excavation and subgrade, compaction of aggregate base material, construction of stabilized base course, Portland cement concrete pavement, hot mix asphalt, concrete pavement joint resealing, removal and application of pavement markings, and incidental airfield electrical work. The Runway 24 threshold will be moved 844' to the west for approximately 60 days to accommodate construction activity. This project is subject to final grant award by the FAA through the Airport Improvement Program (AIP).

RECOMMENDED ACTION(S)

Approve the award of a construction contract with Sully-Miller Contracting Company in an amount not to exceed \$3,716,735 subject to final grant award from the FAA; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

In the event that the proposed budget adjustment on today's agenda is approved, funding for this construction contract will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-25 Budget, Capital Improvements (Account 63201), Project Number FAAs2501 – Taxiway 'A' Reconstruction for \$4,557,000 of which \$3,716,735 will be allocated to this contract.

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

BACKGROUND INFORMATION

On December 12, 2024, the San Bernardino International Airport Authority (SBIAA) Commission authorized Staff to advertise and solicit construction bids for this project. Project plans and specifications were publicly advertised in accordance with SBIAA Policies and Procedures, and FAA procurement requirements. Three (3) qualified contractors submitted sealed bids on April 8, 2025, of which Sully-Miller Contracting Company submitted the most competitive bid proposal for this project.

Subject to final grant award from the FAA, 95% of the project cost would be funded through an AIP grant administered by the FAA. The remaining 5% would be funded by SBIAA.

Staff requests the SBIAA Commission award a construction contract to Sully-Miller Contracting Company in the amount of \$3,716,735, subject to a final grant award from the FAA.

Three (3) sealed bids were received from contractors, with the full project cost identified below:

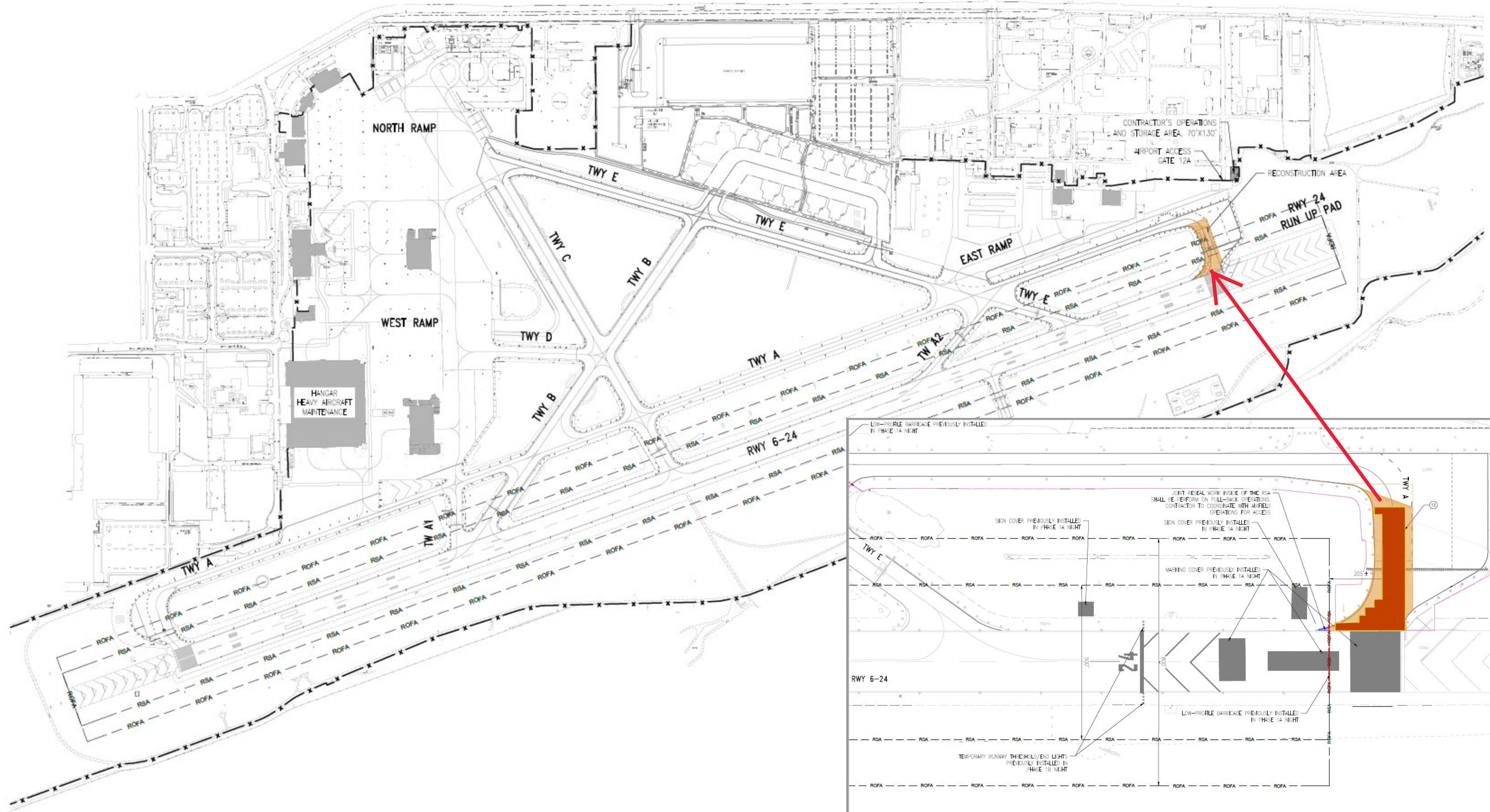
- | | |
|------------------------------------|-------------|
| • Sully-Miller Contracting Company | \$3,716,735 |
| • Coffman Specialties, Inc. | \$3,825,000 |
| • Griffith Company | \$4,429,000 |

SBIAA's standard Construction Contract will be utilized for these services.

Staff recommends the Commission approve the above actions.

Attachments:

1. Project Site Plan





TO: San Bernardino International Airport Authority Commission

DATE: April 23, 2025

ITEM NO: 11

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM FIRST QUARTER 2025 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 2025 Q1 Report

San Bernardino International Airport

Quarterly Report: April 2025



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 Dedicated noise hotline



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.



COMMUNITY OUTREACH



RECEIVE FEEDBACK



EDUCATE THE REGION



PROVIDE CONSISTENT REPORTING

San Bernardino International Airport Good Neighbor Program

Notable developments for 1Q25:

- Published *Good Neighbor News* Winter 2025 newsletter, shared individual articles, and promoted subscriptions
- Informed community of Breeze Airways' new nonstops to Provo, and continuing nonstop service to San Francisco
- Reminded the community of the vital role SBD and the San Bernardino Air Tanker Base play in supporting wildfires during the LA County fires
- Supported public service announcements for U.S. Department of State's online passport renewal and TSA's REAL ID deadline
- Promoted the KROQ Storms Bear Mountain free concert, with community engagement in the terminal and on the slopes



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

Follow Us



**Committed to
Being a Good Neighbor**

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 - January 2025



TOTALS & TRENDS



COMMENTS YEAR-TO-DATE



COMMENT BREAKDOWN



COMMENT MAP

January 2025

A first look at the first month of the quarter.

8 noise comments

- Filed by 6 households

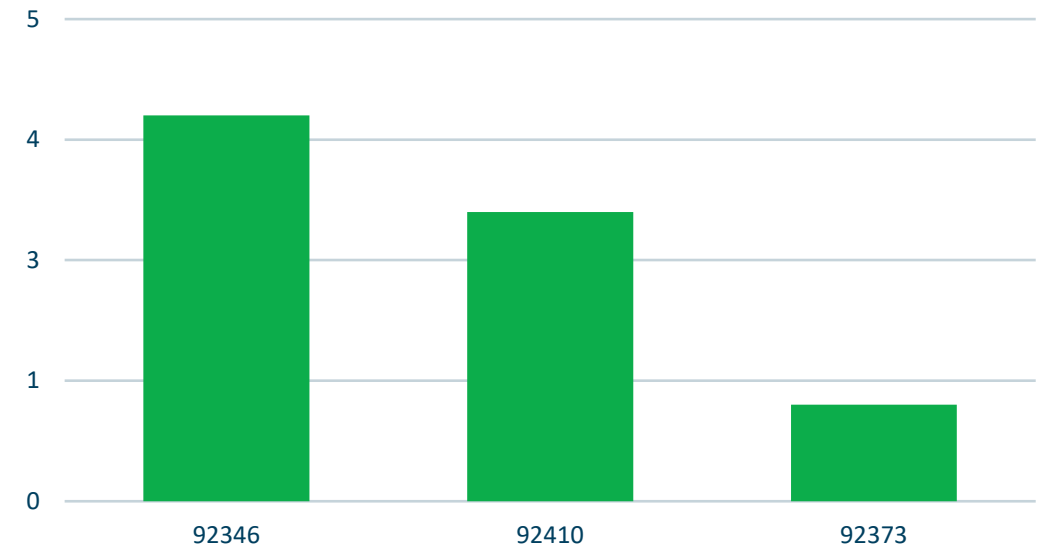
Comments in January

SBD International Airport

January 2025

| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------|----------|------------|------------------------|
| 92346 | Highland | 4 | 4 | 1.0 |
| 92410 | San Bernardino | 3 | 1 | 3.0 |
| 92373 | Redlands | 1 | 1 | 1.0 |
| TOTALS | | 8 | 6 | 1.3 |

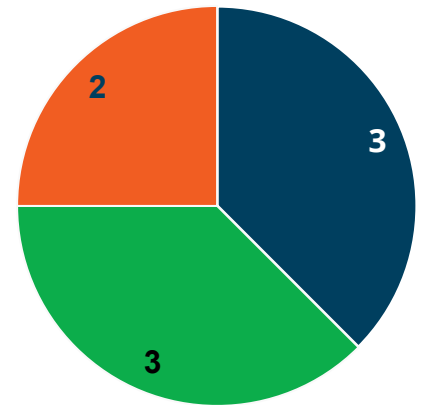
Area Ranking by Zip Code



Comment Breakdown

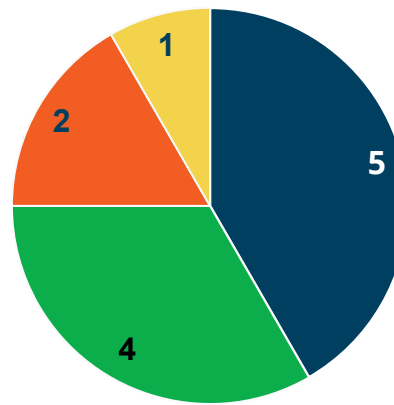
SBD International Airport
January 2025

Comments by Aircraft Category



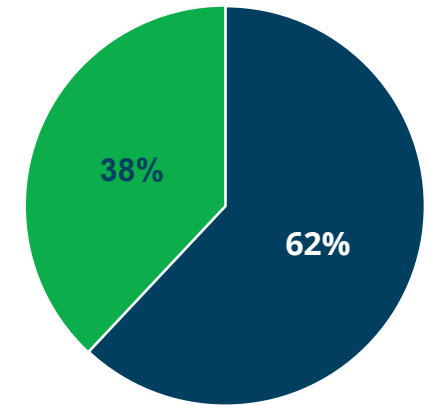
■ Unknown ■ Military ■ Jet

Comments by Concern



■ Flying over home ■ Frequency of flights
■ Low flying ■ Unusually loud

Filing Method



■ Hotline ■ Web form

February 2025

A first look at the second month of the quarter.

17 noise comments

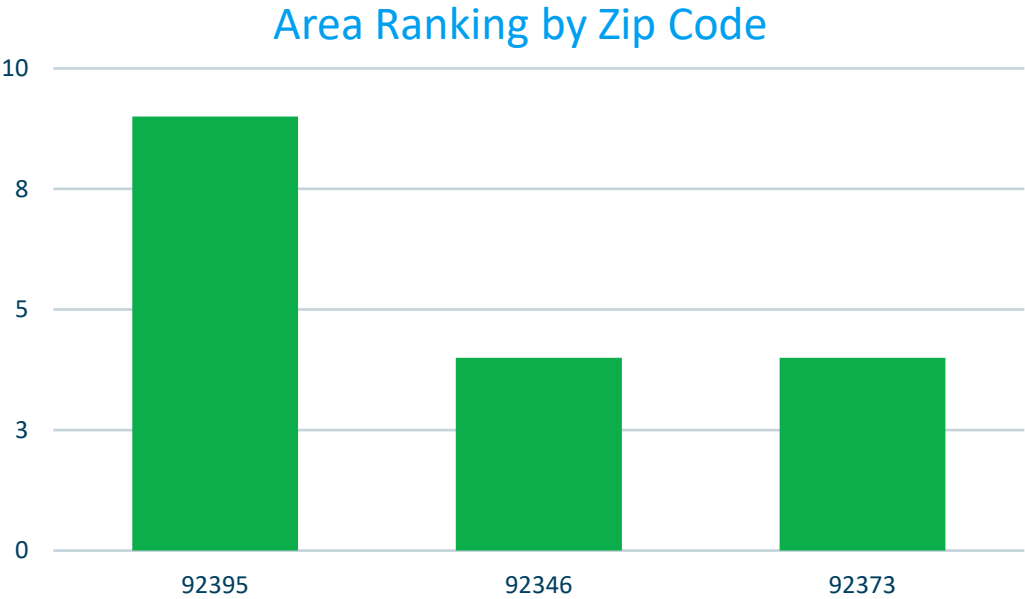
- Filed by 5 households



Comments in February

SBD International Airport
February 2025

| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|-------------|----------|------------|------------------------|
| 92395 | Victorville | 9 | 1 | 9.0 |
| 92346 | Highland | 4 | 2 | 2.0 |
| 92373 | Redlands | 4 | 2 | 2.0 |
| TOTALS | | 17 | 5 | 3.4 |

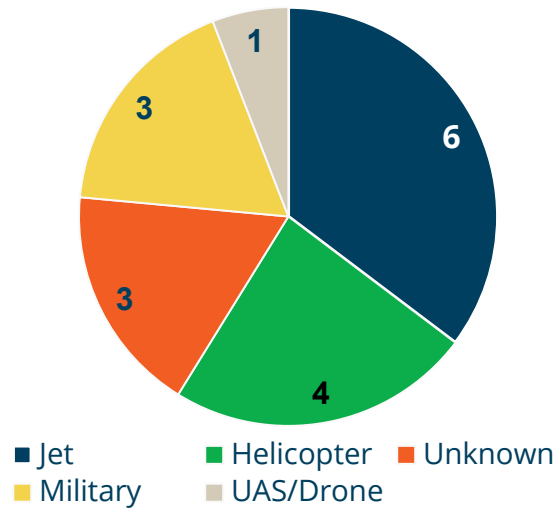


Comment Breakdown

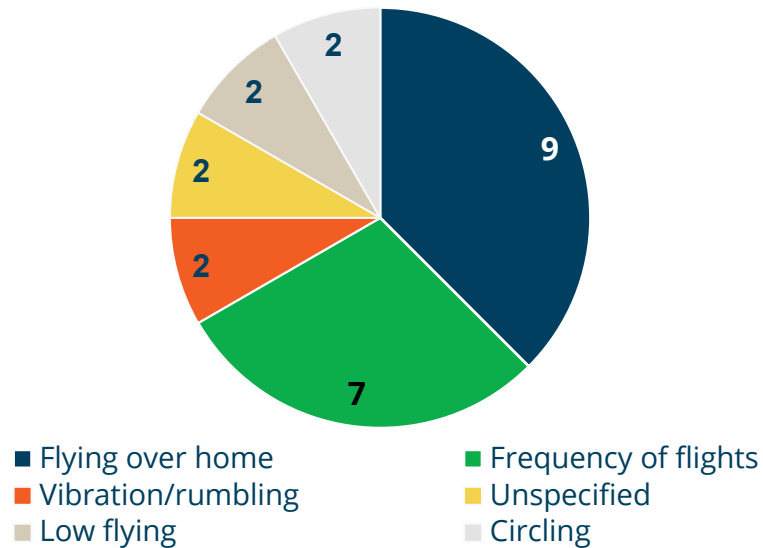
SBD International Airport

February 2025

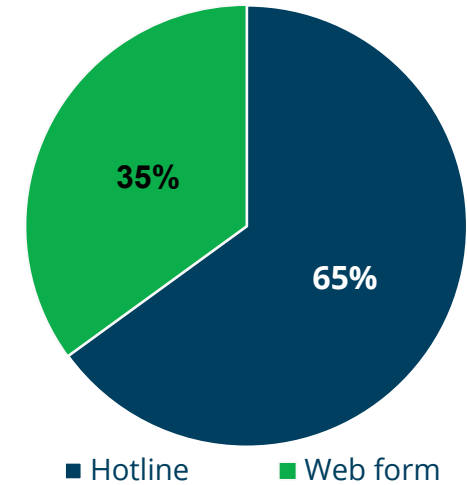
Comments by Aircraft Category



Comments by Concern



Filing Method



March 2025

A first look at the last month of the quarter.

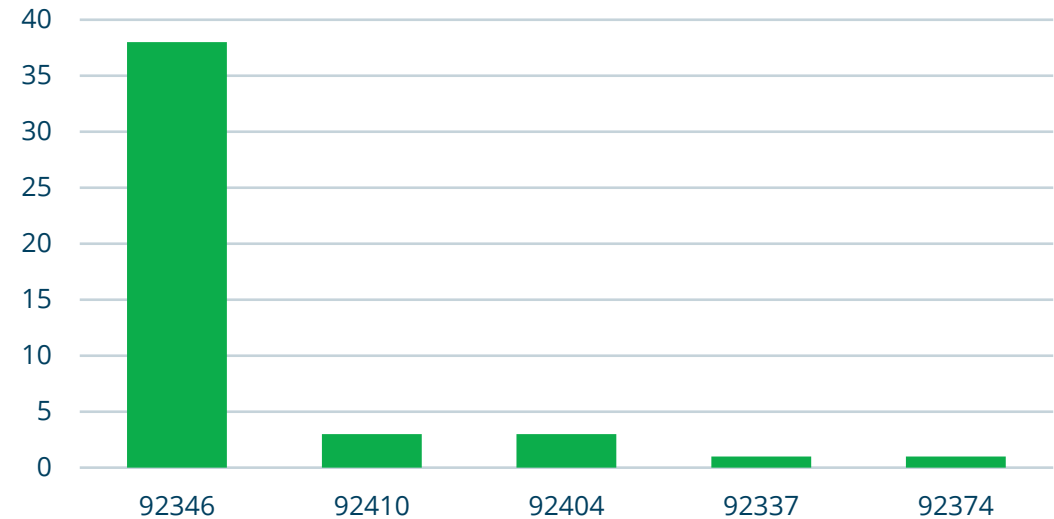
46 noise comments
- Filed by 12 households

Comments in March

SBD International Airport
March 2025

| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------|----------|------------|------------------------|
| 92346 | Highland | 38 | 8 | 4.8 |
| 92410 | San Bernardino | 3 | 1 | 3.0 |
| 92404 | San Bernardino | 3 | 1 | 3.0 |
| 92337 | Fontana | 1 | 1 | 1.0 |
| 92374 | Redlands | 1 | 1 | 1.0 |
| TOTALS | | 46 | 12 | 3.8 |

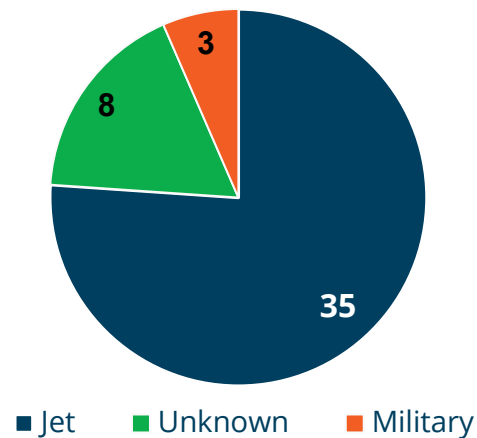
Area Ranking by Zip Code



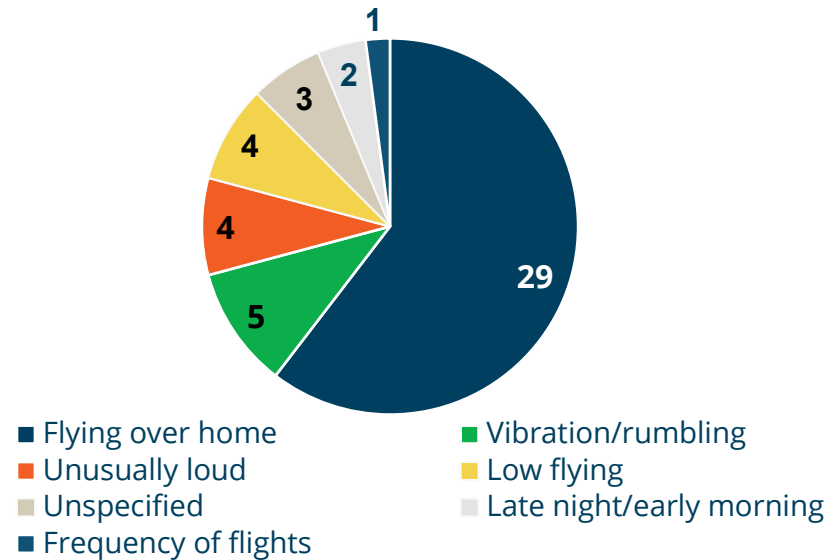
Comment Breakdown

SBD International Airport
March 2025

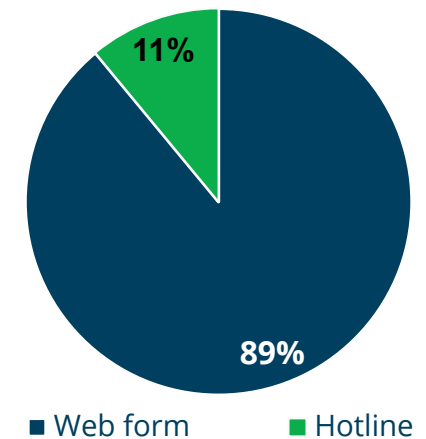
Comments by Aircraft Category



Comments by Concern



Filing Method



TOTALS & TRENDS

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

Noise comments for San Bernardino International Airport increased in 1Q25, YoY, attributed to:

- Ongoing aircraft operations, and
- Continued information and communications about the **Good Neighbor Program** to neighbors, aligned with available resources.

Totals & Trends

SBD International Airport

January – March 2025

17

Distinct households
filed aircraft noise
comments this
quarter.

71

Noise comments
received from those
households.

| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------|----------|------------|------------------------|
| 92346 | Highland | 46 | 10 | 4.6 |
| 92395 | Victorville | 9 | 1 | 9.0 |
| 92410 | San Bernardino | 6 | 1 | 6.0 |
| 92373 | Redlands | 5 | 2 | 2.5 |
| 92404 | San Bernardino | 3 | 1 | 3.0 |
| 92374 | Redlands | 1 | 1 | 1.0 |
| 92337 | Fontana | 1 | 1 | 1.0 |
| TOTALS | | 71 | 17 | 4.2 |

Totals & Trends

SBD International Airport

January – March 2025

Top 5 Commenters - 1Q25

| RANK | HOUSEHOLD ID | CITY | NUMBER OF COMMENTS |
|------|--------------|----------------|--------------------|
| 1 | R96 | Highland | 18 |
| 2 | G183 | Highland | 12 |
| 3 | H275 | Victorville | 9 |
| 4 | H255 | San Bernardino | 6 |
| 5 | K139 | Highland | 4 |

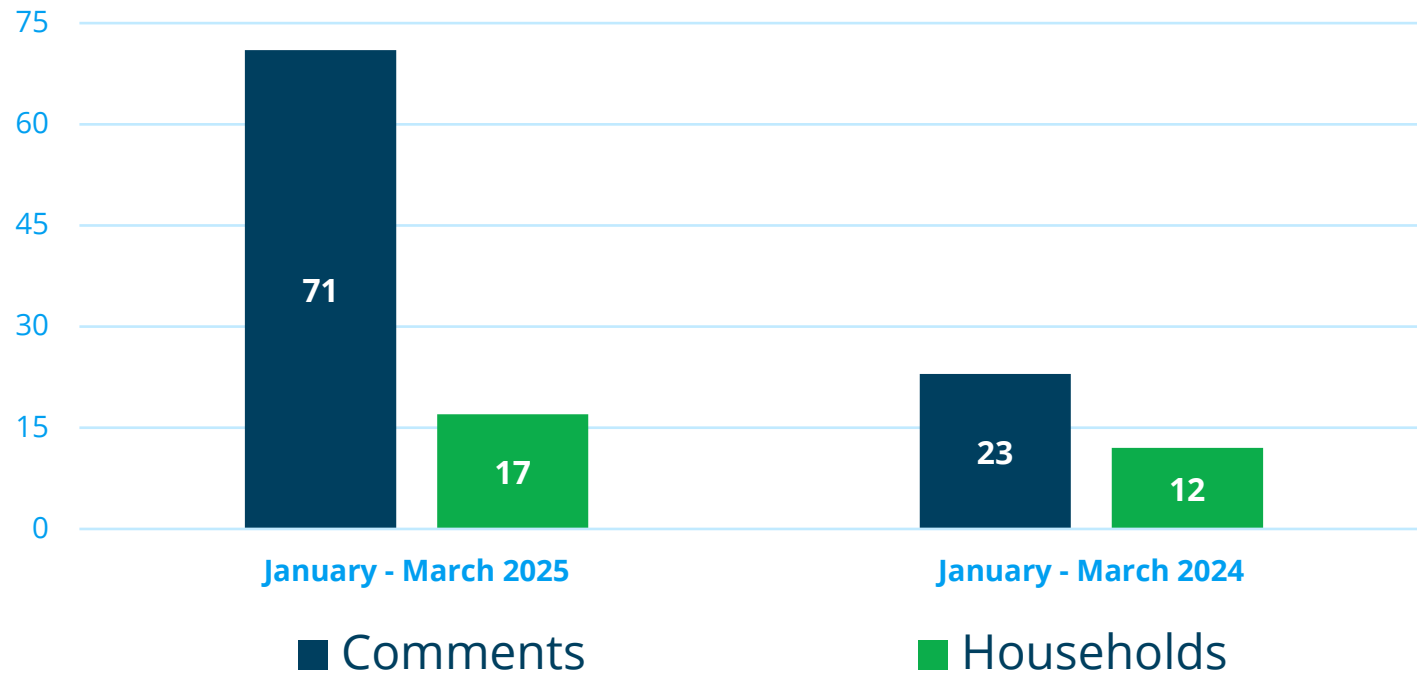
TOTALS

49

Totals & Trends

SBD International Airport
1Q YoY Trends

Comments and Households - 1Q25 vs 1Q24



COMMENT BREAKDOWN

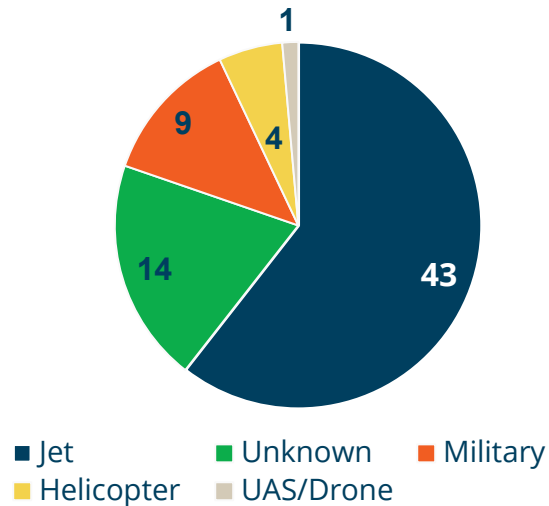
What people are saying about activities at San Bernardino International Airport.

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

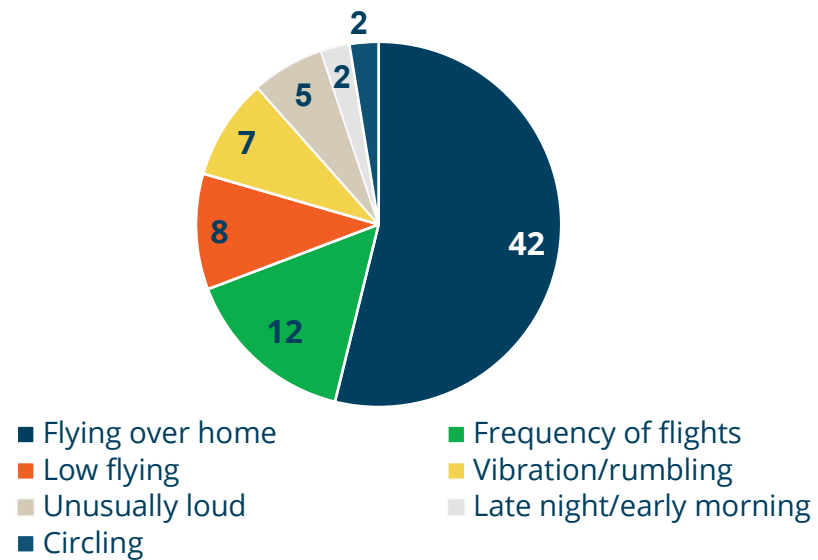
Comment Breakdown

SBD International Airport
January – March 2025

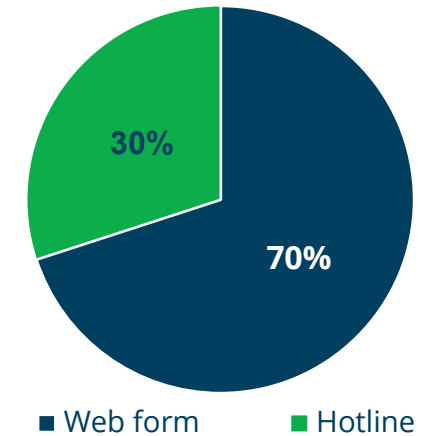
Comments by Aircraft Category



Comments by Concern



Filing Method



Comment Breakdown

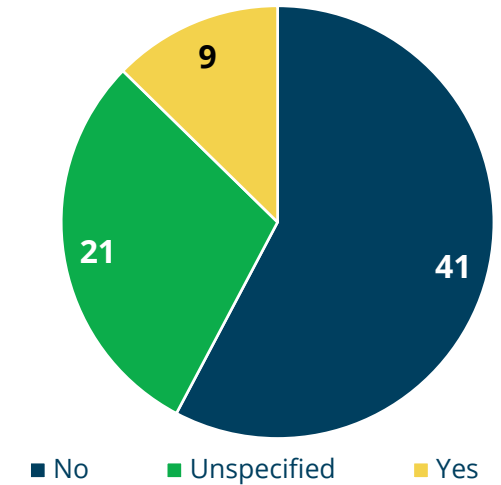
SBD International Airport

January – March 2025

| COMMENT BY CONCERN | MENTIONS |
|--------------------------|----------|
| Flying over home | 42 |
| Frequency of flights | 12 |
| Low flying | 8 |
| Vibration/rumbling | 7 |
| Unusually loud | 5 |
| Late night/early morning | 2 |
| Circling | 2 |

| AIRCRAFT CATEGORY | MENTIONS |
|-------------------|----------|
| Jet | 43 |
| Unknown | 14 |
| Military | 9 |
| Helicopter | 4 |
| UAS/Drone | 1 |

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
January – March 2025

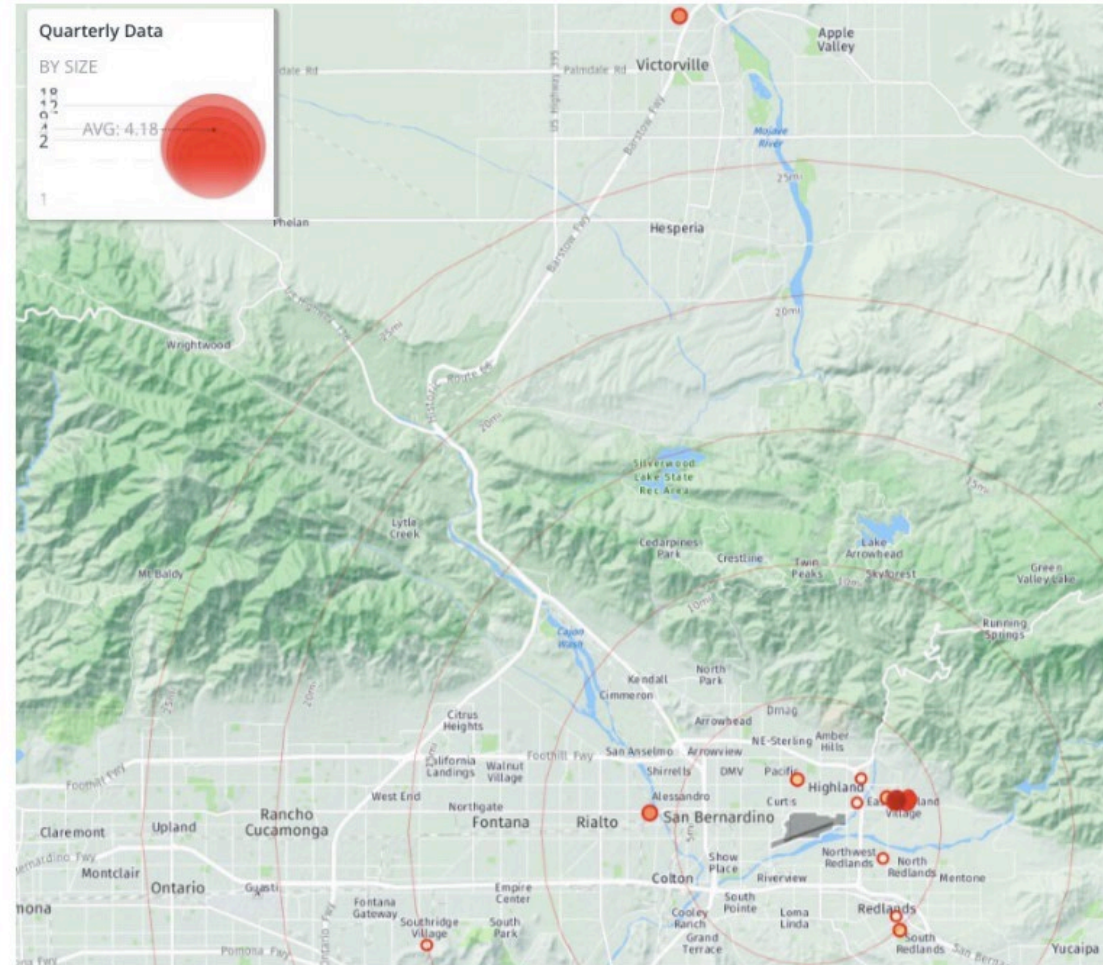
17

Distinct households
filed aircraft noise
comments this
quarter.

71

Noise comments
received from those
households.

Comment Map: January – March 2025



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

Final Thoughts

1Q25 vs. 4Q24 (QoQ):

Noise comments increased.
Number of households filing decreased.

1Q25 vs. 1Q24 (YoY):

Noise comments increased.
Number of households filing increased.

YoY noise comments increase attributed to:

- Continued jet aircraft operations at SBD
- 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:

- 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: April 23, 2025

ITEM NO: 12

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: REVIEW STATUS OF THE ACTION PLAN FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) THROUGH JUNE 30, 2025

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 June 30, 2025.

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 2024-25.

| | |
|--|------------------|
| 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

June 30, 2025 – Airport Focal Areas



Ensure Operational & Financial Stability

Stabilize Revenue Streams & Sources

Good Neighbor Program

Airport Outreach:

Business Retention & Expansion

EV & Solar Projects

FAA Taxiway Project

Grant Programs & Initiatives

International Trade

San Manuel Development



San Bernardino International Airport Authority

Action Plan for SBIAA (6/30/25)

| Month | Key Initiative | Key Resources | Completion Date |
|-----------------|---|---|-----------------|
| January, 2025 | Airport Operations Update; FAA Reporting; Good Neighbor Report | SBIAA Commission, CEO, Director of Aviation, Airport Manager, Director of Finance | January, 2025 |
| February , 2025 | Mid-Year Budget Adjustments; FAA Emergency Exercise; Provo Nonstop Service | Director of Aviation, Airport Manager, Director of Finance, Director of Administration | February, 2025 |
| March, 2025 | Legislative Updates; Operational Updates | CEO, Director of Administration, Director of Aviation, Director of Finance | March, 2025 |
| April, 2025 | Grant Program & Initiatives | Director of Finance, Director of Aviation, Project Manager | April, 2025 |
| May, 2025 | International Trade Initiatives; Draft Annual Budget Preparation and Review | SBIAA Commission & Committee, CEO, Director of Finance, Exec Staff | May, 2025 |
| June, 2025 | Adopt Annual Budget | SBIAA Commission & Committee, CEO., Aviation Director, Director of Finance, Exec Staff | June, 2025 |

SBIAA Near-Term Action Plan – Implementation



April, 2025

Sub-Initiative Status:



Incomplete In Process Completed

Stabilize Tenants & Infrastructure



Review Operational Plans



FAA Taxiway Project



Implement New Operational Software



Complete 2024/25 Airport Marketing Efforts & Initiatives



Air Passenger Service (PVU)



International Trade
Legislative Program

