SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, MAY 28, 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

c. Pending Litigation – Pursuant to Gov. Code 54956.9(a), the Commission will meet with the Chief Executive Officer and General Counsel related to pending litigation: In re Thunder International Group, Inc., U.S. Bankruptcy Court for the District of New Jersey, Case No. 25-15229 (JKS)

d. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6.

The SBIAA Commission will meet with its duly designated representative to discuss salaries, salary schedules and compensation, and fringe benefits payable to the following non-represented positions specified by title.

Negotiating for SBIAA: President Frank Navarro
Position Title: Chief Executive Officer

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 MAY 28, 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 INTERNATIONAL TRADE INITIATIVES
      [PRESENTER: Michael Burrows, Chief Executive Officer **PAGE#: 023]**

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 APRIL 2025
   [PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 024]**

4. RECEIVE AND FILE TREASURER'S REPORT FOR MARCH 31, 2025 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)
   [PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 033]**

5. APPROVE UPDATES TO THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY COMMISSION POLICY
[PRESENTER: Scott Huber, General Counsel; **PAGE#: 036]**

6. APPROVE MEETING MINUTES: APRIL 23, 2025
[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission **PAGE#: 057]**

I. **COMMISSION ACTION ITEMS**

7. CONSIDER AND ADOPT PROPOSED BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-2025
[PRESENTER: Mark Cousineau, Director of Finance **PAGE#: 066]**

8. APPROVE AN INCREASE OF $70,000 FOR TITAN AVIATION FUELS PURCHASE ORDER FOR A TOTAL AMOUNT NOT TO EXCEED $440,000
[PRESENTER: Wendy McConaughey, FBO Manager **PAGE#: 070]**

9. AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS IN AN AMOUNT NOT TO EXCEED $91,000 FOR THE BADGING OFFICE REMODEL PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 072]**

10. AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED $111,870 FOR THE LUXIVAIR SBD KITCHEN AND SNACK BAR UPGRADE PROJECT
[PRESENTER: Jeff Barrow, Director of Development **PAGE#: 131]**

11. APPROVE AWARD OF A CONSTRUCTION CONTRACT WITH CR CONTRACTING, LLC IN AN AMOUNT NOT TO EXCEED $2,427,059 FOR THE SLURRY SEAL AND AIRFIELD PAINTING PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 186]**

12. APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED $478,551 FOR THE SLURRY SEAL AND AIRFIELD PAINTING PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)
[PRESENTER: Mark Gibbs, Director of Aviation **PAGE#: 245]**

13. APPROVE A FIVE-YEAR (60 MONTH) CONTRACT WITH UTILITY TELECOM GROUP, LLC IN AN AMOUNT NOT TO EXCEED $163,449 OVER THE CONTRACT TERM
[PRESENTER: Mark Dennis, IT Manager **PAGE#: 288]**

14. 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#: 296]**

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, June 25, 2025.

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 1** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: POSSIBLE CONFLICT OF INTEREST ISSUES FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA) COMMISSION MEETING OF MAY 28, 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-subsidiary and certain otherwise related business entities as defined in the California Code of Regulations, Title 2, Division 6, Section 18438.5, or from any person who actively supports or opposes a particular decision in the proceeding and who has a financial interest in such decision, as defined in California Government Code Section 87103.

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

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

Agenda Item No.	Contractors/Tenants	Subcontractors/Subtenants
C.c.	Thunder International Group, Inc. Mingming Wang	None.
8.	Titan Aviation Fuels Robert “Buddy” Stallings, Owner Robbie Stallings, President Mike Allen, Vice President Kyle Voorhees, Southwestern Sales Representative	None.
9.	Leonida Builders Panagiotis Leonida, President/Secretary/Treasurer	None.
10.	Estate Design and Construction, Inc. Benjamin S. Tvizer, CEO	None.

11.	CR Contracting, LLC Russell Davis, President	Republic Pavement Maintenance Surface Prep and Maintenance
12.	AECOM Technical Services, Inc. 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.
13.	Utility Telecom, LLC Jason Mills, CEO Mary Lee Sharer, Manager	None.

Attachments:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA CODES
GOVERNMENT CODE
SECTION 87103

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

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

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

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

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

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

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

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

§ 18438.5. Aggregated Contributions Under Section 84308.

For purposes of Section 84308:

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

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

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

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

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

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

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

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

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

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

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

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

HISTORY

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

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

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] day of July [month], 2024, in Santa Ana [city], CA [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):

X] 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
Christopher M. Diaz	President
Cherie D. (Eifler) Smith	Secretary

[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] day of July [month], 2024, in Irvine [city], CA [state].

By: _____
Name: Bernie McInally, 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):

[X]	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 McInally, 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] day of July [month], 2024, in Anahiem [city], CA [state].

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

LEGAL NAME OF COMPANY: MTGL, Inc.

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

TELEPHONE: (714) 632-2999 FAX: (714) 632-2974

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

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

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

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

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

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

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

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

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

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

COMPANY INFORMATION SHEET

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] day of July [month], 2024, in Tamarac [city], Fl [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):

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

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
Ross Thomas Riddell	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
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.]

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 2a** **PRESENTER: Michael Burrows, Chief Executive Officer**

SUBJECT: INFORMATIONAL ITEMS – CHIEF EXECUTIVE OFFICER'S REPORT

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 2b** **PRESENTER: Michael Burrows, Chief Executive Officer**

SUBJECT: INFORMATIONAL ITEMS – REPORT ON INTERNATIONAL TRADE INITIATIVES

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 3** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: REGISTER OF DEMANDS FOR APRIL 2025

SUMMARY

SBIAA's Register of Demands for April 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 April 2025. The total of the register is $6,706,821.52.

Fuel: Titan Aviation Fuels were paid $5,513,492.83 for aviation fuel to resell at Luxivair-SBD. Merit Oil Co. where paid $19,273.06 for fuel to operate SBIAA vehicles and for resale at Luxivair-SBD.

Benefits: Kaiser Foundation Health Plan Inc. and Legal Shield Services Inc. where paid a total of $55,559.89.

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, Utility Telecom Group LLC, and Verizon Wireless where paid a total of $118,218.01

Capital Projects Cost: A-Co Temporary Power Inc., Inland Overhead Door, MC Electric, and T&G Construction Services Inc. where paid a total of $69,241.22.

Professional Services: Allawos & Company; Aviatrix Communications LLC; Boston Fox Tigue International LLC; Coffman Engineers Inc., Cole Huber LLC; Eide Bailly LLP; Geo Paving and Seal Coating; Imagine Systems Inc.; Innovative Federal Strategies LLC; Mirau, Edwards, Cannon, Lewin, & Tooke LLP; Ninyo & Moore; Right Energy Group, LLC.; and Tom Dodson & Associates where paid a total of $184,644.14.

Attachments:

1. Register of Demands for the May 28, 2025 Commission Meeting
2. VISA breakdown - April 2025

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
5/28/2025

Line	Company Name	Description	AP Register
1	282 Services	Maintenance and repairs-fuelers	2,864.90
2	3 Alarm Fire and Safety	Dry chemical Purple K for ARFF	2,625.00
3	A-Co Temporary Power Inc.	Power installation-UAS Training Center	16,666.87
4	A.O. Reed & Co., LLC	HVAC unplanned repairs and maintenance	34,844.61
5	Airwave Communications	2 Additional 2-way radios-FBO	1,937.29
6	All Traffic Solutions Inc.	App, traffic suite (12 mos.)	1,500.00
7	Allawos & Company	Consulting fees for Green Energy Services	4,375.00
8	Am-Tec Total Security Inc.	Unplanned alarm monitoring service /repairs-professional alarm monitoring	2,388.80
9	Amazon Capital Services Inc.	Purchases of supplies and goods	4,335.85
10	Amtech Elevator Services	Unplanned maintenance and repairs for elevators/escalators-Customs	3,000.00
11	Audacy Operations Inc.	KFROG radio and streaming advertising	4,600.01
12	Aviation Laboratories Inc.	Fuel additive	2,055.00
13	Aviatrix Communications LLC	Professional services passenger service marketing-advertising and "Good Neighbor Program"	68,358.84
14	Boston Fox Tigue International LLC	Marketing services	60,167.80
15	BrightView Landscape Services Inc.	Landscaping maintenance-FBO	1,390.50
16	Burrtec Waste Industries Inc.	Trash removal services	7,983.23
17	C & A Janitorial Services	Janitorial services	28,766.16
18	CED-Consolidated Electrical Distributors	Light bulbs & electrical supplies	74.29
19	Cintas Uniforms	Uniform and rug services	4,868.78
20	City of San Bernardino Police Department	Airport police services	121,162.54
21	City of San Bernardino Water Department	Water and sewer services	13,289.13
22	CJMC Holdings LLC	Professional services - project management services	3,200.00
23	Coffman Engineers Inc.	Engineering and technical support services for potential clean energy facilities	3,146.00
24	Cole Huber LLP	Professional Legal services	13,327.50
25	Dans Lawnmower Center	Small equipment repairs and landscape supplies	656.02
26	Eagle Graphics LLC	Eagle account credit, employee gift boxes and special event credit	2,058.00
27	East Valley Water District	Water services	86.85
28	Eide Bailly LLP	Payroll consulting services W-2 and Board of Directors / March 2025 audit services	6,436.75
29	Ewing Irrigation Products Inc.	Commercial irrigation supplies and repairs parts	577.42
30	FedEx	Courier services	60.50
31	Ferguson Enterprises LLC	Plumbing supplies and materials	167.41
32	Ford Credit Company	Monthly lease payments for Luxivair-SBD courtesy vehicles	1,695.45
33	Frontier Communications Corporation	Telephone services	7,494.21
34	Geo Paving and Seal Coating	General aviation ramp project-slurry seal & airfield striping	8,375.00
35	GMSTEK LLC	Subscription fee for point of sale system	2,054.98
36	Granite Telecommunications	Telephone services	7,022.14
37	Gregg Gerth	BSIS reimbursement	112.00

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
5/28/2025

Line	Company Name	Description	AP Register
38	Hodgdon Management Construction	Security deposit reimbursement	5,000.00
39	HubSpot Inc.	Marketing services	19,200.00
40	Imagine Systems Inc.	Professional information technology consulting services	3,131.06
41	Inland Empire Broadcasting Corp DBA KOLA-FM Radio	Marketing services	3,200.00
42	Inland Empire Economic Partnership	Silver Sponsor E- Commerce & Logistics Summit	1,500.00
43	Inland Overhead Door	Roll up doors & dock levelers-Bldg.56	36,619.00
44	Inland Valley Development Agency	Due to/from reconciliation	297,719.61
45	Innovative Federal Strategies LLC	Professional federal legislative advocacy services	3,000.00
46	Jonathan Galvan	travel reimbursement San Antonio TX 03/2025 AAAE	94.64
47	K&L Hardware and Plumbing Supply Inc	Maintenance tools and supplies	70.49
48	Kaiser Foundation Health Plan Inc.	Employee medical benefits	54,925.89
49	Lumacurve	Replacement of faded and damaged airfield sign panels and accessories	5,579.43
50	Mackinac Software LLC	Planned monthly service fees for AWOS weather system	89.00
51	Mark Gibbs	Travel reimbursement for Routes Americas Conference	2,407.83
52	MC Electric	Solar PV system parts replacement-terminal	7,157.44
53	Merit Oil Company	Fuel inventory for fleet operations	19,273.06
54	Michael Roche	BSIS reimbursement	229.29
55	Michael VanGorder	BSIS reimbursement	198.12
56	Michelle Petite	First-Aid/CPR/AED training-security staff	1,125.00
57	Mirau Edwards Cannon Lewin & Tooke LLP	Professional legal services	842.49
58	Mobility Technologies, LLC DBA CharterUP, LLC	Rental / Lease of motor vehicles	1,624.16
59	National Association of District Export Councils Inc.	Bronze sponsorship-annual Export Council	2,500.00
60	Ninyo & Moore	Business Emergency Plan and Chemical Disclosure updates	4,950.00
61	Parkhouse Tire Inc.	Vehicle emergency repairs and maintenance-service calls	1,538.46
62	Parts Authority Metro LLC	Vehicle parts and service supplies-equipment, parts, service and batteries	839.85
63	PeopleReady Inc.	General labor temporary services	828.00
64	Petty Cash - Reshma Rajan	Petty cash custodian reimbursement for miscellaneous supplies and employee reimbursements	733.57
65	PlaneNoise Inc.	Noise complaint program	1,316.13
66	Pre-Paid Legal Services Inc. (PPLSI) DBA LegalShield	Employee legal group benefits	634.00
67	Presidio Networked Solutions Grp LLC	Supplies and services networking equipment	140.59
68	Right Energy Group LLC	Professional services for Green Energy Programs	6,500.00
69	SBR Broadcasting Corp DBA KCAL-FM Radio	KCAL general marketing	1,300.00
70	SITA Information Networking Computing USA Inc.	Monthly maintenance and support	1,448.56
71	Skidata Inc.	Service and support	297.00

San Bernardino International Airport Authority
Register of Demands for Commission Meeting
5/28/2025

Line	Company Name	Description	AP Register
72	Southern California Edison	Electric power	71,485.45
73	StormWind LLC	Annual renewal unlimited access web based technical training	7,960.00
74	SWRCB	Annual waste discharge fees	1,940.00
75	Sysco Riverside Inc.	Hospitality bar supplies - Luxivair SBD	2,399.05
76	T&G Construction Services Inc.	Exterior metal door replacement-Bldg.56	8,797.91
77	Tammie Headley	Professional services for Leland's Coffee	1,564.00
78	The Gas Company	Natural gas service	3,617.02
79	Titan Aviation Fuels	Jet A and Avgas fuel inventory purchases	5,513,492.83
80	Tom Dodson & Associates	Professional services - environmental consulting	2,033.70
81	Trilogy Medwaste West LLC	Waste disposal service for international flights	2,265.89
82	Underground Service Alert Of Southern Cal	Monthly maintenance fee and ticket charges	28.50
83	US Custom & Border Protection	Customs contract and inspection fees	66,587.44
84	US Customs & Border Protection	IT services	755.08
85	U.S. Department of Agriculture USDA	Wildlife Hazard Management	30,922.84
86	Utility Telecom Group LLC	Data Ethernet & phone service-bandwidth & telephone services	4,453.91
87	Verizon Wireless	Wireless phone services	2,786.07
88	VISA	Office supplies, airport supplies and services, and Luxivair SBD supplies, services, and incidentals	44,232.86
89	VFS Fire & Security Services	Recurring / unplanned maintenance, repairs & inspections-pump house	4,585.00
90	Western Exterminator Company	Pest control services	563.38
91	Wintrust Specialty Finance	Monthly refueler lease payment	6,613.09
	Total		$ 6,706,821.52

Visa Breakdown
April 2025
SBIAA

Line	Description	Vendor	Dept.	
1	Smog check	Affordable Auto Service	Fuel	50.00
2	Miscellaneous supplies for FBO	Lowes	Fuel	101.52
3	Polish bathroom countertop	Stoneshine	Fuel	936.00
4	Terminal pilot lounge handwash sink service	National Construction Rental	OPS	110.88
5	Rekeying AOA locks on perimeter gates	Redlands Lock And Key	OPS	697.35
6	Rekeying additional AOA locks	Redlands Lock And Key	OPS	85.70
7	AOA keys for knox boxes	Redlands Lock And Key	OPS	16.32
8	Propane tanks for wildlife air cannon	ACE K&L Hardware	OPS	150.83
9	Annual Squarespace renewal	Square Space	OPS	324.00
10	Chargers for Motorola airport radios	Airwave Communications	OPS	495.06
11	Fire Hazard abatement citation penalty and service fee	SB County Land Use Services	Admin.	448.88
12	Quarterly lunch meeting	Two Guys	Maint.	146.00
13	Picking up parts for golf cart-offsite lunch MM and SM	Rosa's Cantina	Maint.	27.36
14	Parts for Sheriff's hangar coolers	Allied Refrigeration	Maint.	247.36
15	Hardware required for expresso machine water connection	Lowes	Maint.	77.03
16	Venue booking deposit in support of the IEWTC	Bear Springs Hotel	Mktg.	500.00
17	Hospitality lunch in support of Power Panel Demo	Panera Bread	Mktg.	360.49
18	Zoom subscription Workplace Pro Annual March 18, 2025 - March 17, 2026	Zoom	COB	172.29
19	Hospitality-HR Huddle meeting	Del Taco	HR	48.36
20	Pre-employment background screening	Checkr, Inc	HR	132.98
21	Pre-employment drug screening	In Exam Professionals	HR	50.00
22	Employee Appreciation	Stater Bros	HR	65.20
23	Belts for AC unit	Allied Refrigeration	Terminal	65.30
24	Compressor for heating and air system	The Home Depot	Terminal	597.04
25	Parts for air conditioner	Allied Refrigeration	Terminal	27.39
26	Tools for Chris's van. New facility tech	The Home Depot	Terminal	483.65
27	Tools for Fred's van	Harbor Freight	Terminal	43.49
28	Parts for priming pump	K&L Hardware	Terminal	25.80
29	Parts to make retirement lamp	Lowes	Terminal	53.10
30	Parts to make retirement lamp	The Home Depot	Terminal	91.48
31	Added outlets for additional camera power	EDC	Terminal	163.13
32	Plumbing parts for Terminal Coffee shop	Lowes	Terminal	40.13
33	Added 220v outlets for IT department	CED	Terminal	345.94
34	Crew car fuel	Chevron	FBO	45.00
35	Crew car fuel	Chevron	FBO	53.76
36	Highland mixer event	Bouquet Florist	FBO	291.88
37	Leland's Coffee shop in Domestic terminal	Noyes Bakery	FBO	49.92
38	Leland's Coffee shop in Domestic terminal	Noyes Bakery	FBO	23.92
39	Crew car fuel	Chevron	FBO	63.24
40	Crew car fuel	Chevron	FBO	35.27
41	Drive through car wash for crew car	Fast Express	FBO	20.00
42	Lunch guest service Interviews	Habit Burger and Grill	FBO	99.81
43	Registration renewal for Navigator	DMV	FBO	987.00
44	Service fee	DMV	FBO	20.73
45	Dry cleaning for N450BG	One Fabric Cleaners	FBO	97.90
46	Drive through car for wash crew car	Fast 5 Express	FBO	10.00
47	Crew car fuel	Chevron	FBO	27.46
48	Employee appreciation lunch	Dominos	FBO	86.06
49	JumpStart Air Service Development Conference registration fee	Airports Council Intl	Admin.	1,300.00
50	Promotional item - KROQ contest winners	Breeze Airways	Admin.	687.98
51	Real Estate meeting	Panera Bread	Admin.	193.34
52	Stock up on water for events and meetings	Sams Club	Maint.	574.08
53	Plumbing supplies	Basic BackFlow	Maint.	45.00
54	Plumbing supplies	Basic BackFlow	Maint.	45.00
55	Plumbing supplies	Basic BackFlow	Maint.	45.00

Visa Breakdown
April 2025
SBIAA

Line	Description	Vendor	Dept.	
56	Light bulbs	Super Bright LEDS	Maint.	(39.14)
57	Landscape spot light, work light and flashlight	Super Bright LEDS	Maint.	1,076.51
58	Maintenance supplies	Uline	Maint.	103.13
59	Maintenance supplies (split between 2 accounts grand total $240.22)	Uline	Maint.	137.09
60	Lawn supplies	Lowes	Maint.	138.87
61	Socket set	Home Depot	Maint.	436.60
62	Sweeping compound	Home Depot	Maint.	130.39
63	Saw	Home Depot	Maint.	(57.03)
64	Wheelbarrow	Home Depot	Maint.	324.08
65	Saw	Home Depot	Maint.	57.03
66	Herbicide for grounds	Target Specialty Product	Maint.	3,239.67
67	Herbicide for grounds	Target Specialty Product	Maint.	3,239.67
68	Chain saw	Home Depot	Maint.	103.62
69	Herbicide for grounds	Target Specialty Product	Maint.	(3,239.67)
70	Replacement guide bar	Zoro Tools	Maint.	46.29
71	Building supplies	Home Depot	Maint.	(21.51)
72	Ceiling tiles for terminal	Kanopi	Maint.	947.62
73	Office stamp	Express Printing	Maint.	57.09
74	Guide signs	Home Depot	Maint.	130.91
75	Maintenance budget meeting	Albaros Mexican Food	Maint.	58.55
76	Repair of radio	EDC	Maint.	119.63
77	Quarterly Maintenance "All Hands" meeting	Albaros Mexican Food	Maint.	802.84
78	Building inventory supplies	Lowes	Maint.	131.03
79	Website management software, split between servers for each agency. $103.38 IVDA (57331 D54000 E110)	CPANEL	IT	51.69
80	Website management software, split between servers for each agency. $103.38	CPANEL	IT	51.69
81	Agencies' website usage charges, split between servers for each agency $117.50 IVDA (57331 D54000 E110)	DigitalOcean	IT	58.75
82	Agencies' website usage charges, split between servers for each agency $117.50	DigitalOcean	IT	58.75
83	Processes parking lot transactions	Windcave	IT	305.00
84	Renewal - IT room environmental monitoring	AVTEC Software	IT	349.95
85	DNS service for .gov domains	Amazon Web Services	IT	1.01
86	CBP TV Content	Dish Network	IT	114.71
87	TV content for concourse	Sling	IT	66.79
88	Monthly subscription	Microsoft	IT	642.00
89	Online storage	Apple.com	IT	0.99
90	Hosted IT collaboration	Slack	IT	43.75
91	Terminal background music	Soundtrack Your Brand	IT	54.00
92	Monthly subscription	Microsoft	IT	2.68
93	Movie streaming for the FBO theatre	Netflix	FBO	24.99
94	Water for hospitality bar	Sam's Club	FBO	574.08
95	Uniform sweater for CSR	Cintas	FBO	72.28
96	Inventory supplies for Leland's Coffee	Stater Bros	FBO	20.67
97	Cable for FBO	Dish Network	FBO	155.35
98	Equipment for Leland's Coffee	Webstaurant Store	FBO	3,027.47
99	Annual Membership	NATA	FBO	1,581.00
100	Inventory supplies for Leland's Coffee	Smart & Final	FBO	183.39
101	Hospitality for Highland Mixer Event	Felipe's Catering	FBO	950.00
102	Credit for Leland's Coffee returned equipment	Shark Ninja	FBO	(489.36)
103	Shipping shrink wrap for tradeshows	Lowes	Mktg.	32.60
104	Tabletop Plinko for-FBO giveaways	Amazon	Mktg.	60.79
105	In support of NBAA Schedulers and Dispatchers conference-rented plants for booth	The Plant Gallery	Mktg.	198.41
106	Retirement gift	JM Trophies	Mktg.	32.23

Visa Breakdown
April 2025
SBIAA

Line	Description	Vendor	Dept.	
107	Event management service for ticket registration	Eventbrite	Mktg.	480.00
108	Stock imagery subscription	Adobe	Mktg.	49.99
109	In support of NBAA Schedulers and Dispatchers conference-shipping and booth rentals	Freeman	Mktg.	2,521.50
110	For new Mission Support dog therapy program-printed dog bandanas	Branded Promo	Mktg.	328.00
111	Fleet shop tools	The Home Depot	Fleet	816.47
112	DEF fluid drums FBO fuel trucks	Parts Authority	Fleet	848.25
113	Hose for ARFF truck R11	Bernell Hydraulics	Fleet	11.36
114	Gauges for nitrogen bottles R11	Bernell Hydraulics	Fleet	73.74
115	Fleet shop tools	Lowes	Fleet	299.39
116	Hose fitting ARFF truck R11	Bernell Hydraulics	Fleet	5.61
117	Hose assembly for R11 nitrogen supply	Bernell Hydraulics	Fleet	50.40
118	Headlight for ARFF R11	Parts Authority	Fleet	13.20
119	DVD and book training for Fleet	Endeavor Business Media	Fleet	767.17
120	Security vehicle 309 tires	Pete's Road Service	Fleet	993.33
121	Floor mats truck 52 and van 33	Weathertech	Fleet	403.11
122	Security 306 heater hose	Ken Grody Ford	Fleet	112.23
123	Tire sensor for building 48 escape 08-98	Ken Grody Ford	Fleet	68.21
124	Tires for FBO tugs	Pete's Road Service	Fleet	956.86
125	Transit van 33 sliding door latch	Ken Grody Ford	Fleet	100.70
126	Transit van 33 sliding door latch and hardware	Ken Grody Ford	Fleet	313.50
127	ARFF truck R11 air fitting for parking stall	ZSI INC.	Fleet	80.41
128	Tires for facilities F-250 truck 35	Pete's Road Service	Fleet	999.64
129	Parts return for van 33, wrong parts	Ken Grody Ford	Fleet	(100.70)
130	Door latch for van 33. correct part	Ken Grody Ford	Fleet	115.19
131	Windshield washer nozzles for truck 35	Ken Grody Ford	Fleet	39.15
132	Fleet shop supplies / tools	Lowes	Fleet	69.95
133	Re-key of AOA due to lost keys	Redlands Lock and Key	Ops	114.19
134	Construction Symposium conference registration	AAAE	Ops	845.00
135	Bird detraction on S Perimeter Rd fence line	BeyondBraid	Maint.	130.45
136	Attaching bird spikes on bird detraction	Lowes	Maint.	30.08
137	Travel Air Cargo conference 03/2025 Arlington TX. M. Burrows-Car rental	Hertz	Admin.	140.77
138	Travel Air Cargo conference 03/2025 Arlington TX. M. Burrows-Lodging	Sheraton	Admin.	473.00
139	Mead & Hunt conference 03/2025 Phoenix, AZ.. M. Burrows-Flight	Southwest	Admin.	156.97
140	Travel Legislative Meetings 03/2025 Washington DC M. Burrows-	Dulles Washington Fly	Admin.	81.50
141	Travel Legislative Meetings 03/2025 Washington DC M. Burrows-Transportation	Uber	Admin.	68.84
142	Travel Legislative Meetings 03/2025 Washington DC M. Burrows-	Uber	Admin.	30.03
143	Travel Legislative Meetings 03/2025 Washington DC M. Burrows-Transportation	Uber	Admin.	44.53
144	Travel Legislative Meetings 03/2025 Washington DC M. Burrows-Transportation	Uber	Admin.	13.98
145	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Deposit for lodging	Loews Arlington hotel	Admin.	846.75
146	Travel NBAA event New Orleans LA. 03/2025 M. Saldana-lodging	JW Marriott	Admin.	2,149.01
147	DUE TO IVDA, E100, 57800, acct # 21302. Remaining balance due travel- PARMA event A. Setian-lodging	Disneyland Resort Hotel	Admin.	160.29
148	Travel Mead & Hunt Conference M. Gibbs-Flight	Southwest	Admin.	156.97
149	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	37.91
150	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	5.00
151	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	39.17

Visa Breakdown
April 2025
SBIAA

Line	Description	Vendor	Dept.	
152	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	56.31
153	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	24.02
154	Travel Air Cargo event Dallas TX 03/2025 W. McConaughey-Transportation	Uber	FBO	18.15
155	Travel 03/2025 J. Galvan-Airline baggage fee	American Airlines	Ops	35.00
156	Travel 03/2025 J. Galvan-Airline baggage fee	American Airlines	Ops	26.94
				44,232.86
	VISA Statement Balance			44,232.86
	Date Prepared: 04/10/2024			

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 4** **PRESENTER: Mark Cousineau, Director of Finance**

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR MARCH 31, 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 March 31, 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 March 31, 2025, for the San Bernardino International Airport Authority. The total book value of cash accounts is $9,222,174.93 on March 31, 2025. Bank statements reflect $9,500,222.25. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items March 31, 2025.

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

Attachments:

1. Treasurer's Report for March 31, 2025

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

Treasurer Report

March 31, 2025

Cash	Balance 02/28/25	Activities	Balance 03/31/25
Checking Account - Wells Fargo Bank	$ 5,919,280.29	$ (893,540.52)	$ 5,025,739.77
Deposits In Transit:			
Beginning	64,471.84	(64,471.84)	-
Ending		57,499.81	57,499.81
Outstanding Checks:			
Beginning	(220,762.06)	220,762.06	-
Ending		(331,245.75)	(331,245.75)
Premium Money Market Account - Wells Fargo Bank	2,245,383.38	1,297.15	2,246,680.53
Deposits In Transit:			
Beginning			
Ending			
Payroll Account - Wells Fargo Bank	306,828.00	(19,434.64)	287,393.36
Deposits In Transit:			
Beginning	-	-	-
Ending	-	-	-
Outstanding Checks:			
Beginning	-	-	-
Ending	-	(4,301.38)	(4,301.38)
Subtotal	8,315,201.45	(1,033,435.11)	7,281,766.34
Investments			
Local Agency Investment Funds	349,008.68	-	349,008.68
Deposits In Transit:			
Subtotal	349,008.68	-	349,008.68
Investments Held With Fiscal Agent			
Debt Service Fund-US Bank-2021A series	814,417.20	77,284.70	891,701.90
Reserve Fund- US Bank 2021A series	524,267.75	1,602.49	525,870.24
Debt Service Fund-US Bank-2021B series	106,988.63	327.02	107,315.65
Reserve Fund -US Bank-2021B series	66,309.44	202.68	66,512.12
Subtotal	1,511,983.02	79,416.89	1,591,399.91
Total Cash and Investments	$ 10,176,193.15	(954,018.22)	$ 9,222,174.93

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: May 28, 2025** **ITEM NO: 5** **PRESENTER: Scott Huber, General Counsel**

SUBJECT: APPROVE UPDATES TO THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY COMMISSION POLICY

SUMMARY

After discussion with members of the San Bernardino International Airport Authority (SBIAA) Commission, it was recommended that Legal Counsel review the Commission Policy for any relevant clarifications or updates. Attached is an addition to the present policy addressing the use of electronic devices.

RECOMMENDED ACTION(S)

Approve the updated SBIAA Commission Policy.

FISCAL IMPACT

None at this time.

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

After discussion with members of the San Bernardino International Airport Authority (SBIAA) Commission, it was recommended that Legal Counsel review the SBIAA Commission Policy to address the use of electronic devices during closed session and regular meetings. Attached is an updated draft SBIAA Commission Policy reflecting the addition.

Staff recommends that the Commission approve the above recommended action.

Attachments:

1. Updated Draft SBIAA Commission Policy

SBIAA COMMISSION
Commission Policy: Operating Rules and Procedures

Purpose

The objective of this document is to provide members of the San Bernardino International Airport Authority (SBIAA) Commission with procedures for conduct and a clear definition of the Commission -staff relationship, and related roles. The document will also reinforce SBIAA's ethical standards, as required by AB 1234, and the Commission's own policies.

This SBIAA Commission Policy: Operating Rules and Procedures document is not intended to serve as an all-inclusive or comprehensive collection of every past or present policy, procedure, and practice utilized in the operation of the SBIAA, rather, as a guidance document which can be evaluated and updated from time-to-time.

Background

Powers and Duties of the SBIAA

The powers and duties of the SBIAA are set forth in the 1992 SBIAA Joint Powers Agreement, as amended. As stated therein, the SBIAA shall have the power to acquire, operate, repair, maintain, improve and administer the aviation related facilities at the former Norton Air Force Base. These powers include, but are not limited to the following: the ability to make and enter into contracts; employ agents and employees; construct, maintain, manage and operate buildings and improvements; acquire property; issue bonds and incur debt.

Commission Role and Functions

The Role of the Commission in Relation to SBIAA Staff

The primary role of the SBIAA Commission is to establish and oversee policy and its implementation. Established policy is carried out and implemented by SBIAA Staff ("staff"), under the supervision of the Executive Director. The Executive Director serves as the general manger for all SBIAA staff operations and activities. Commission members may seek information from staff; however, direction to staff shall be coordinated by and through the Executive Director on behalf of the Commission.

Commission of the Authority

The SBIAA is governed by a Commission composed of six (6) individual members, each appointed by its legislative body and serving in their individual capacity as a member of the Commission. The Commission consists of elected officials as follows:

- Two from the City of San Bernardino
- One from the County of San Bernardino

- One from the City of Highland
- One from the City of Loma Linda
- One from the City of Colton

Each member can appoint an alternate representative for each allocated position who only participates when and if the primary commission member is not present. Alternate members may attend open session if the primary commission member is present; however, alternate members may not vote on any matter if the primary member is present. Commissioners and alternates are appointed to the Commission for the term of their positions by and through the official actions of their respective legislative bodies, unless otherwise removed and reported.

Officers

At the first meeting held in July of each year, the Commission holds elections for the following Commission Offices: President, Vice-President, and Secretary. The procedures for such elections are set out in the SBIAA Joint Powers Agreement.

Duties for such Offices are as follows:

A. President. The President shall be the presiding officer of the Commission and shall have all lawful authority to preserve order at all meetings. The President shall announce all matters as they come before the Commission and shall restate all motions before they are submitted to vote. Thereafter, the President shall announce the Commission's vote on all subjects. The President shall sign all resolutions, minutes, contracts, and other documents, with the exception of those documents authorized for signature by the Executive Director, or other appropriately designated staff, when authorized to sign by and through the official actions of the Commission.

B. Vice-President. In the absence or inability of the President to act, the Vice-President shall preside at and conduct all meetings of the Commission, in the manner as set forth above.

C. Secretary. The Secretary shall be responsible for the minutes and official records of the Authority and the Commission. The Commission has previously elected through agreement, to designate an Assistant Secretary of the Commission to assist with such assigned duties. The Assistant Secretary of the Commission is a staff position which performs the duties identified herein as prescribed by law, and pursuant to applicable SBIAA procedures.

The Executive Director, Assistant Secretary, and General Counsel serve as the primary staff for Commission meetings. The Executive Director appoints all other employees of the SBIAA, consistent with the Commission-approved budget and applicable procedures.

Committees, Appointments, and Officers

The Commission may appoint such committees as it deems necessary to advise the Commission on a variety of subjects. Any member of the Commission may be appointed or assigned by the

President to a committee, except that no Commission Member may serve on more than two (2) committees. The President's assignments shall be ratified by a majority vote of the Commission, and Commission Members may be removed from committee assignments by a majority vote of the Commission.

Commission committees serve as advisory bodies. Final policy decisions are made by the Commission. Committees may be "standing" (of a permanent or long-term nature), or "ad hoc" (existing only temporarily until the accomplishment of their purpose). The President, with the ratification of the Commission, determines which committee will be active at any given time. The President appoints commission members to the committees, and may also select Commission Members to serve as liaisons or representatives of the SBIAA to certain groups. Each of these appointments is subject to the ratification of the Commission.

The membership of any ad hoc committee will be composed of not more than two (2) Commission Members and shall expire upon accomplishment of its purpose. The President may establish new ad hoc committees at any time, and such committees are not ratified or approved by the Commission.

Standing committees are subject to the Ralph M. Brown Act, as established by the California State legislature in 1953 and amended thereafter, set forth in California Government Code Section 54950 et seq ("Brown Act") as "legislative bodies." Agendas are prepared for meetings of standing committees, and the meetings are open and public. Minutes are prepared for all standing committees. In contrast, and pursuant to applicable law, ad hoc committees are not subject to the Brown Act. Agendas need not be prepared for ad hoc committee meetings, and they are not required to be open and public. Ad hoc committee meetings are typically informal and are set at the convenience of the committee members.

Citizen Inquiries

Commission Members may receive inquiries and occasional complaints from constituents. Such contacts may be the result of a situation that staff is unaware of, i.e.: service that has not been properly provided, a request that is above or beyond appropriate service levels, a miscommunication or misunderstanding, or a mischaracterization of an occurrence by the constituent.

When a Commission Member is contacted by a constituent, they should ensure that the Executive Director is made aware of the issue. Such Commission Member may wish to ask the constituent to contact the Executive Director, or vice-versa. Copies of responses to significant citizen inquiries should be submitted by the respective Commission Member to the Executive Director for appropriate follow-up. Information regarding the correspondence shall be provided to all Commission Members as soon as practicable and allowable under applicable law.

SBIAA Fiscal Administration

The fiscal administration of the SBIAA is based both on statutory requirements, its joint powers agreement, its respective deed covenants, grant assurances, Federal and State Operating Permits, as well as generally recognized policies and practices applicable to public finance and the administration of Part-139 public airports. The Commission oversees operations of the Airport which primarily functions on a business enterprise basis. Costs are typically recovered from rents, fees, and charges assessed to users of the airport. However, SBIAA also receives and relies upon significant inter-governmental revenue from an established Federal Local Redevelopment Authority (LRA – as defined in Public Law 100-526). The SBIAA is charged with operating, developing, maintaining, and supporting a safe and sustainable public airport for the benefit of the communities it serves. These efforts include ensuring that sufficient funds are available to cover its costs of operation (including administration, facilities maintenance, capital improvements), and to maintain reasonable reserves for operations, maintenance, and capital needs.

Annually, the SBIAA's financial operations are audited by an independent public accounting firm that is recommended by staff and selected by the Commission. The firm prepares and submits an audit report to the Commission. The Finance & Budget Committee (a standing committee that also serves as the SBIAA Audit Committee) of the Commission reviews results of the annual audit with the Executive Director/Director of Finance and other staff. A final report is then made to the Commission.

During the course of the fiscal year, the Commission maintains oversight of the financial condition of the SBIAA. This is accomplished through monthly financial reporting to the Commission by the SBIAA Director of Finance. SBIAA shall prepare and produce an annual report for presentation to the community, public, and industry describing its activities, operations, and financial position over the preceding year.

Budget Operation

The SBIAA budget operates on a fiscal year running from the first day of July through the last day of June. A budget is developed each year in advance of the start of the fiscal year. The budget contains the estimate of all revenue and expenses, including operating and maintenance expenses, payroll, acquisitions and improvements, and a reasonable contingency to cover unanticipated expenses, litigation reserves, or revenue shortfalls.

A draft of the budget is initially prepared and produced by SBIAA staff in the early part of the calendar year. Typically, the draft budget will be reviewed with the SBIAA's standing Finance & Budget Committee. That review may result in refinement of the draft before its presentation to the Commission as a whole. Ordinarily, a draft budget will be presented to the Commission in April or May in order to allow adequate time for review, discussion, and further revision as needed. Final adoption should occur by the end of June. Upon adoption by the Commission, the approved budget is then implemented at the start of the upcoming fiscal year.

The Executive Director has the authority to make necessary budget adjustments and transfers of up to $24,999 between line items of the budget as the fiscal year progresses. Larger adjustments, if needed, shall be approved either by the Commission at either the mid-fiscal-year review or periodically at such other times as may be necessary.

Often times, an update to the SBIAA's capital improvement plan will accompany the annual budget. The Executive Director has been given the authority by the Commission to execute, on behalf of the SBIAA, any grant agreements or other related documents, provided that proper information is timely provided to the Commission regarding the funding opportunity and granting agency, and subject to the local match authority then in existence per the adopted budget.

Investment Policy

SBIAA investments are controlled by Federal and State law. In regard to investments, the SBIAA seeks to meet three distinct objectives: to safeguard the assets of the SBIAA; to insure that the SBIAA's liquidity needs are met; and to achieve the highest rate of return on investment commensurate with appropriate risk evaluation and established Commission investment controls. The SBIAA's investment policy is periodically reviewed by the Finance & Budget Committee and approved by the Commission.

Fiscal Controls

SBIAA policies and procedures require periodic reporting of all SBIAA expenditures. The SBIAA may not acquire or dispose of any real property without approval from the Commission (typically by resolution). The SBIAA utilizes a purchase order / purchasing system calling for prior approval of all SBIAA expenditures and applies to both employees and Commission Members. In addition, the SBIAA also has in place a set of "Accounting Procedures," "Purchasing Procedures," and "Construction Procedures."

Ethical Requirements

California law (Govt. Code Section 53232 et. seq. sometimes referred to as "AB 1234") requires local officials who receive reimbursement for certain expenses to receive training on public service ethics laws and principles every two years. The purpose of this training is to alert local officials to the extensive array of laws that apply to public service, as well as the unique ethical obligations public servants have. The SBIAA complies with AB 1234 and expects the Commissioners appointed to the Authority to perform the business of the SBIAA with a high regard to its provisions. What follows is a brief review of public service ethics mandated by the FPPC and Attorney General for AB 1234 training. This list is a reminder and does not substitute for such training.

Personal Financial Gain

A. Laws Prohibiting Bribery (Pen. Code § 68)

Any employee, elected official or appointee is prohibited from accepting a bribe. Doing so may constitute a felony and is punishable by prison time and fines.

B. Conflicts of Interest under the Political Reform Act (Gov. Code § § 87100, 87103)
Gov. Code § 87100: No government employee, official or appointee shall make, or in any way attempt to use, his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has any financial interest.

Gov. Code § 87103: No employee, official or appointee shall make a decision with financial interest if it is reasonably foreseeable that the decision will have a material financial effect on the official, a member of his/her immediate family.

C. Contractual Conflicts of Interest (Gov. Code § 1090)
No government employee, official or appointee may be financially interested in any contract created by them in their official capacity. Neither will they be purchasers or vendors at any sale made in their official capacity.

D. Conflicts of Interest and Campaign Contributions (Gov. Code § 84308)
Elected officials who also serve as appointees to a government agency shall not receive contributions in excess of $250 during certain times that any permit or license is pending approval by said agency. SBIAA has established a review and disclosure system to meet the requirements of this section and the accompanying FPPC regulations.

E. Conflicts of Interest When Leaving Office (Gov. Code §§ 87406.3, 87407)
Gov. Code § 87406.3: For a period of one year after leaving office or employment, no elected official who formerly worked for a government agency shall make an appearance for another person in front of that agency.

Gov. Code § 87407: No public official shall make, participate in making or use their official position to influence any governmental decision that directly relates to any person with whom he/she is negotiating, or has any arrangements concerning prospective employment.

<u>Limitations on Accepting Contributions</u>

A. Lobbyists are prohibited from making any gift worth upward of $10 in any given month. (Gov. Code § 86203)

B. No elected official shall accept gifts totaling over $250 from a single source in one calendar year. (Gov. Code §89503**)**

C. Payment from agencies for travel and lodging and food expenses are not considered a gift under Gov. Code §§ 86203 and 89503. (Gov. Code § 89506)

D. No government official shall accept any honorarium. Honoraria Ban (Gov. Code § 89502)

E. Misuse of Public Funds. (Pen. Code § 424; Gov. Code § 8314; *Fair Political Practices Commission v. Suitt* (1979) 90 Cal.App.3d 125; *Stanson v. Mott* (1976) 17 Cal.3d 206)

Use of public funds for personal benefit or for the benefit of friends or families is punishable by imprisonment. The official will be disqualified from holding public office in the state.

F. Prohibitions against Gifts of Public Funds (Cal. Const., art. XVI, § 6)
The legislative body will not have the authority or power to give or lend public funds to any person except for a public purpose

G. Mass Mailing Restrictions (Gov. Code § 89001)
No newsletter or mass mailing shall be sent at public expense.

H. Prohibition against acceptance of free transportation by transportation companies (Cal. Const., art. XII, § 7)
A transportation company may not offer free transportation to any person holding office in California. The acceptance of free transportation will be deemed a forfeiture of office.

Government Transparency Laws

A. Economic interest disclosure under the Political Reform Act
(Gov. Code § 87200)
Candidates for government office must file a statement disclosing financial and real property interests. Also a statement of income for the prior 12 months is required.

B. Brown Act *(Gov. Code § 54950 et seq.)*
Public agencies exist to serve the people and should conduct their meetings openly.

C. Public Records Act (Gov. Code § 6250)
Information relating to the conduct of people's business as produced by any government agency is the people's right to know.

Fair Process Laws

A. Common Law bias provides that a decision maker who stands to gain or lose from a decision is disqualified from acting as a decision maker. *Clark v. City of Hermosa Beach; 48 Cal. App 4th 1152 (1996); Breakzone Billiards v. City of Torrance, 81 Cal.App.4th 1205(2000)*

B. Due Process Requirement
A hearing officer whose potential future income derives from work that an agency might give based on his or her performance in a hearing at hand is not giving due process.
Haas v. County of San Bernardino 27 Cal.4th 1017 (2002)

C. Doctrine of Incompatible Offices (Gov. Code *§ 1099)*
A government officer may not hold two offices in government that are incompatible.

D. Competitive Bidding Requirements for Public Contracts.
See the SBIAA Purchasing policies: In projects in excess of $5,000 the SBIAA may award the project to the lowest bidder. SBIAA may reject any and all bids and re-advertise in an effort to get new bids. The SBIAA may by a four-fifths (4/5) vote turn the project over to a governmental agency.

CONDUCT OF SBIAA COMMISSION MEETINGS

Purpose

These rules shall apply to all proceedings and meetings of the Commission of the SBIAA.

Meetings

A. Brown Act. All meetings of the Commission shall be conducted in accordance and in compliance with the *Ralph M. Brown Act*, as it may be amended from time to time (Govt. Code Section 54950 et seq).

B. Regular Meetings. The regular meetings of the Commission shall be held in accordance with the duly adopted meeting schedules. In the President's discretion and prior to posting of the Agenda, regularly scheduled meetings may be cancelled.

C. Special Meetings. A special meeting may be called at any time by the President of the Commission or three members of the Commission. Notice of a special meeting shall be written and shall specify the time and place of the meeting and the business to be transacted. Such notice shall be delivered to or mailed to each Commission Member at least 24 hours before the time of the special meeting and be supplied to the local newspaper of general circulation. The notice shall be posted by the Assistant Secretary to the SBIAA at least 24 hours prior to the special meeting in a location that is freely accessible to the public.

D. Adjourned Meetings. Any regular or special meeting of the SBIAA may be adjourned to a time and place specified in the order of adjournment. The Assistant Secretary, with approval from the Executive Director and General Counsel, may adjourn the meeting when less than a quorum are present. If all members of the Commission are absent, the Assistant Secretary may adjourn the meeting to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as is required for special meetings.

E. Administrative Sessions and Informational Meetings. The SBIAA may, from time to time, schedule administrative sessions and informational meetings with staff or the public for the purpose of receiving information on and discussing subjects of interest to the SBIAA. No action shall be taken on any item at any such meeting. Such meetings may be called by the Commission Members during any regular, adjourned, or special meeting. Otherwise, such meetings shall be called in the same manner as special meetings.

Quorum

A quorum shall be deemed to be constituted at each the beginning of each SBIAA Commission meeting. A quorum constitutes four (4) votes from four (4) members representing (3) three parties. No individual other than a duly appointed member who has been appointed as either a

primary representative or an alternate may be considered for the purposes of determining a quorum. Members must be present at the meeting to have the power to cast a vote.

Meeting Protocol

A. The President shall convene all meetings and shall call the Commission Members to order. In the absence of the President and the Vice-President, the Secretary shall convene the meeting and call the Commission Members to order, whereupon a temporary chair shall be selected by the Commission Members present. The temporary chair shall relinquish the chair upon arrival of the President or Vice-President, and after the conclusion of the question then being considered by the Commission Members.

B. The Assistant Secretary shall enter in the minutes the names of those Commission Members that are present, absent or those who arrive late.

C. To facilitate the conduct of meetings, a consent agenda may be used. The consent agenda normally contains items that are considered to be routine. Action for all items on the consent agenda is taken by one motion. Items on the consent calendar shall be considered first and shall be acted upon in one motion. Any Commission Member may request that an item be removed from the consent calendar and placed on the agenda for discussion.

D. Items on the agenda shall be considered in order, except that the President may take items out of order when necessary to accommodate persons appearing before the SBIAA. Items scheduled for a particular time shall be taken up as close to the designated time as is possible. In no case shall a timed item be taken up before the designated time.

E. The order of procedure at all public hearings and quasi-judicial hearings shall be as follows: The SBIAA officer responsible for the matter shall present his or her report and recommendation; all persons wishing to speak in favor of the question shall be heard; persons wishing to speak in opposition to the question shall be heard; rebuttal will follow. The question shall then be submitted to the Commission Members for discussion and decision.

F. Every agenda for regular meetings shall provide a time for members of the public to directly address the SBIAA on matters within the SBIAA's jurisdiction that are not on the agenda. Each speaker shall be limited to three (3) minutes unless the President authorizes additional time. Speakers may not transfer or assign their time to another person.

H. The SBIAA has set a time limit of three (3) minutes per speaker. Whenever any group of persons wishes to address the Commission, the President may require that the group designate a spokesman to represent the group before the Commission.

I. No person, including Commission Members, shall address the Commission without permission of the President. Commission Members shall limit their individual comments to a presentation of their respective position on a matter. Commission Members shall not address the issue again except for new matter and as allowed by the President.

Use of Electronic Communication Devices

To ensure good governance and transparency, Commission Members should refrain from using electronic communication devices during Commission meetings. Such use may create the perception that a Commission Member is not fully engaged in the discussion or is receiving information relevant to the subject matter that is not accessible to all other Commission Members and the public.

Electronic Communication Devices refers to products designed to electronically process, transmit, or store information. This includes, but is not limited to, devices such as cell phones, smartwatches, iPads, tablets, and laptop computers.

The Commission Members' use of electronic communication devices shall adhere to the following guidelines:

A. Commission Members may not use electronic communication devices during a public meeting except when accessing agenda materials on a SBIAA issued device.
B. Commission Members are not prohibited from communicating with family members or family care givers, on urgent personal matters or from communicating with outside parties on business related matters that do not address and are not related to SBIAA business.
C. Commission Members may not use electronic devices during closed session. No electronic devices shall be allowed in the location where closed session is held. The President shall ensure that all members comply with this policy.

Closed Session

Executive/closed sessions may be used by the Commission for deliberations involving personnel, certain negotiation matters and litigation as authorized by the Brown Act.

Voting

Commission shall take no action accept on the affirmative vote of at least four (4) members, except as identified in Section 11 of the JPA or by law. Unless disqualified or absent, all Commission Members shall vote on all questions coming before the Commission. The President shall call for a roll call vote. Whenever a roll call vote is requested, the Assistant Secretary shall call the name of a Commission Member and record the vote of that Commission Member. An abstention for other than a conflict of interest counts as a no vote.

Speaking – Members of the Public

A. Items not appearing on the agenda: As outlined in Government Code section 54954.3, members of the public shall have an opportunity at each regularly scheduled Commission

meeting to address the Commission related to any item of interest to the public that is within the subject matter jurisdiction of the Commission.

B. Items appearing on the agenda: As outlined in Government Code section 54954.3, members of the public shall have an opportunity at each meeting to address the Commission related to any item appearing on the agenda before or during consideration of that item by the Commission.

C. Time to Speak – Each member of the public shall be limited to three minutes. Members of the public may not transfer or share their allotted time with anyone else. As outlined in Government Code section 54954.3, if a member of the public requires the use of a translator, the Commission shall provide an additional three minutes to ensure that non-English speakers receive the same opportunity to directly address the Commission.

Speaking – Commission Members

A. When a Commission Member desires to speak, he or she shall address the President and be acknowledged. When two (2) or more Commission Members address the President at the same time, the President shall designate the Commission Member who will speak first. All Commission Members shall confine their remarks to the question then under consideration.

B. Every motion shall require a second. Discussion on a motion shall not be permitted until the motion receives a second. Motions and seconds may be made by any member of the Commission, including the President.

C. If any Commission Member is unable to attend a meeting, he or she shall notify the Assistant Secretary as soon as possible and of the reasons therefore.

Agenda

A. The agenda for all Commission meetings shall be prepared by the Assistant Secretary with input from SBIAA staff, General Counsel, and Commission members. Matters to be placed on the agenda for a regular meeting should be received by the Secretary no later than noon on the Wednesday prior to Regular Meeting. Individual Commission Members, other than the President, must seek approval of the President or the Commission to place an item on the agenda.

B. The Commission shall not take action on any item that is not on the agenda at a regular meeting, except under any of the following conditions:

(1) The Commission, by majority vote, determines that an "emergency situation" exists. An emergency situation means (a) work stoppage or other activity which severely impairs public health, safety or both, as determined by a majority of the Commission, or (b) crippling disaster which severely impairs public health, safety or both, as determined by a majority of the Commission Members; or

(2) The Commission, by four-fifths (4/5) vote, determines that there is a need to take immediate action on the item and that the need for action came to the Commission's attention after the agenda was posted; or

(3) The item was on the posted agenda for a prior meeting which was held no more than five (5) calendar days earlier, and at that earlier meeting the item was continued to the later meeting.

Robert's Rule of Order

Robert's Rules of Order provide common guidelines and rules for deliberation and debate in an effort to provide uniformity to meeting proceedings in effort to help, not hinder, the business of the Authority. Below are examples of common guidelines adopted for public agencies; such rules are used only when there is no statutory provision or regulation in place:

The President acts as the Parliamentarian.

Obtain the Floor (the right to speak) by raising your hand and be recognized by the Chair before speaking. A motion to reconsider an item upon which the Commission has acted may only be made at the meeting in which the action was taken. Such motion may only be made by a Commission Member who voted on the prevailing side of the question. Adjournment of the meeting effectively extinguishes a Commission Member's opportunity to move for reconsideration of any item on that specific agenda.

Amendment to this Policy

These rules may be amended from time to time by the Commission.

Failure to Follow Rules

Failure to follow these rules shall not invalidate or otherwise affect any action or decision of the Commission.

SBIAA COMMISSION -TRAVEL AND REIMBURSEMENT POLICY

Local agencies that have authority to reimburse legislative body members for expenses incurred in the performance of their official duties must adopt, in a public meeting, written expense policies that specify the types of occurrences which will be reimbursable. See Cal. Gov't Code § 53232.2(b). The policy may also specify rates or default to Internal Revenue Service rates. See Cal. Gov't Code § 53232.2(c). This policy satisfies the requirements of Government Code sections 53232.2 and 53233.3. This policy is applicable only the Commission members (including alternates).

Authorized Expenses

Expenses incurred by SBIAA Commission Members in connection with the following types of activities generally constitute authorized expenses, and would be eligible for reimbursement by SBIAA. Expenses for which a Commissioner is not seeking reimbursement do not need to be approved by the Commission.

1. Communicating with representatives of regional, state and national government on SBIAA adopted policy positions;

2. Attending educational seminars designed to improve officials' skill and information levels as to SBIAA;

3. Participating in regional, state and national organizations whose activities affect the SBIAA's interests;

4. Attending SBIAA or related events, no partisan political activity;

5. Implementing a SBIAA-approved strategy for attracting or retaining businesses for that entity, which will typically involve at least one staff member and associated expenses for meals for third party representatives.

Travel under this policy is authorized when in the state of California; travel outside the state requires Commission pre-approval.

For Commission pre-approval, Staff shall provide an annual listing of proposed conferences or meetings which includes any proposed out of state travel and potential Commission member attendance opportunities with applicable dates, locations, and proposed costs. The listing shall be provided for review and approval as an agenda item at the beginning of each fiscal year (in coordination with the annual budget) and periodically throughout the year as adjustments are made. Commissioner attendance at a conference shall be supported by Staff and shall be followed by a Commissioner report to the Commission at the next available Commission meeting after the conference or meeting has been held.

In the event that a new potential out of state meeting or conference opportunity arises which was not previously itemized on the approved annual listing, and provided that the meeting or conference opportunity is of a critical or time-sensitive nature, the Executive Director shall confer

with the President of the Commission. In the event that: (1) the proposed Commissioner travel is of significant importance to advancing Commission Strategic Plan Initiatives; (2) the proposed Commissioner travel is within the approved budgetary and spending authority levels; and (3) there is not sufficient time to place the meeting or conference opportunity on a Commission agenda for approval by the Commission, the President of the Commission may authorize the proposed travel to the meeting or conference opportunity. Upon authorization, the Executive Director will notify the Commission of the event, subject to all Commissioner reporting requirements outlined in this policy.

This policy does not authorize payment of expenses otherwise reimbursed or covered by the official's City or County reimbursement policies.

All other expenditures require prior approval by the Commission. The following expenses also require prior approval:

1. Out of state or international travel;

2. Expenses exceeding $1,000 per trip.

Examples of personal expenses that the Commission will not reimburse include, but are not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses when accompanying official on agency-related business, as well as children or pet-related expenses;

4. Personal entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;

6. Personal losses incurred while on SBIAA business;

7. Alcoholic beverages

Any questions regarding the propriety of a particular type of expense should be resolved by the SBIAA before the expense is incurred.

To conserve resources and keep expenses within standards for public officials, expenditures should adhere to these guidelines. In the event that expenses are incurred which exceed these

guidelines, the cost borne or reimbursed by the Commission will be limited to the costs that fall within the guidelines.

Transportation

There is an expectation that the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, shall be used, using the most direct and time-efficient route.

Airfare

Air travel shall be arranged based upon the lowest available air rate and the most direct route. Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities (www.cacities.org/travel), the California State Association of Counties (http://www.csac.counties.org/default.asp?id=635) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. Baggage handling fees of up to $20 per bag and gratuities of up to 15 percent will be reimbursed. Long-term parking must be used for travel exceeding 24-hours and will be reimbursed at the actual rate with a receipt.

Automobile

Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service rates will not be paid for rental vehicles; only receipted fuel expenses will be reimbursed.

Car Rental

Charges for rental vehicles may be reimbursed under this provision if it is determined that a rental vehicle is more economical than other forms of transportation. In making such determination, the cost of the compact class size of rental vehicle, parking and gasoline will be compared to the combined cost of such other forms of transportation. Government and group rates must be used when available. Rental rates that are equal or less than those available through the State of California's website (http://www.catravelsmart.com/default.htm) shall be considered the most economical and reasonable for purposes of reimbursement under this policy.

Taxis/Shuttles

Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

Lodging

Lodging expenses will be reimbursed or paid for when travel on official SBIAA business reasonably requires an overnight stay. SBIAA business travels are expected to request government or conference rates when available. A listing of hotels offering government rates in different areas is available at http://www.catravelsmart.com/lodguideframes.htm. Lodging

rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

Use of conference hotels is encouraged when it reduces the travel costs between the hotel and the conference site. Room rates are reimbursable costs. Extraordinary fees for room service, including movies and food/beverage, and other additional services are not considered reimbursable costs.

In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed $200 per night are presumed reasonable and hence reimbursable. Higher rates up to $300/night are presumed reasonable for San Francisco, New York and Washington D.C.

Officials will be reimbursed for internet access connection and/or usage fees away from home, not to exceed $15.00 per day, if internet access is necessary for SBIAA business.

Meals

Reimbursable meal expenses and associated gratuities shall not exceed the following rates per person; meals will be reimbursed only when not included in a conference or other program. A 15 percent tip may be added to the authorized rate.

Breakfast	$15.00
Lunch	$ 20.00
Dinner	$ 40.00

In addition, meals may be purchased for others as set out above and only as allowed by law. Meals in excess of the above stated amounts require prior written approval by the Executive Director.

Cash Advance Policy

The SBIAA does not authorize cash advances.

Credit Card Use Policy

SBIAA does not issue credit cards to individual office holders and does not provide for use of a SBIAA credit card.

Expense Report Content and Submission Deadline

All expense reimbursement requests must be submitted on a SBIAA expense report.

A. All expenses reported on this form must comply with the SBIAA's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the city/county/district's policies include loss of reimbursement privileges, restitution, civil and criminal penalties.

B. Expense reports must document that an expense met the requirements of this policy. For example, if the meeting is with a legislator, the Commission official should explain whose meals were purchased, what issues were discussed and how those relate to the SBIAA adopted legislative positions and priorities.

C. Officials must submit their expense reports within 30 calendar days of an expense being incurred, accompanied by receipts documenting each expense. Expenses reimbursed after 60 days must be reported to the IRS as income. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

Audits of Expense Reports

The Internal Revenue Service requires that expenses that are reimbursed after 60 days be reported as income to reimburse. Under an "accountable plan," expense reimbursements are not taxable to the recipient; however, if the recipient does not submit his/her substantiated claim for reimbursement within 60 days of the expenditure, then the reimbursement is taxable to the recipient. It is the responsibility of the elected official to determine the appropriate tax rule and pay any and all taxes owing.

All financial expenses are subject to verification that they comply with this policy as part of the annual audit.

Reports to SBIAA Commission

At the following regular SBIAA governing body meeting, each official shall briefly report on any meetings attended at SBIAA expense as well as any conferences, educational seminars or meetings with legislators or other governmental officials. Reports shall be identified under "Commission member reports" at the end of the agenda.

If multiple officials attended, a joint report may be made. The report may be made orally or in writing.

Violation of This Policy

Under state law, use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the SBIAA; 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to $1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

For example, meals are considered "gifts" to legislators that must be reported by them if the total value of gifts given from the agency exceeds $50 in a year; there also is an annual gift limit. This limit is $340. See Cal. Gov't Code § 87103(3). Registered lobbyists, by contrast, are limited to gifts of $10 per month. See Cal. Gov't Code §§ 86201-86204.

Evaluation

This Policy shall be reviewed on an annual basis in order to conform to applicable laws and SBIAA Commission policy. The SBIAA Commission shall take action on any and all proposed updates to this SBIAA Commission: Rules and Procedures document.

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 6** **PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission**

SUBJECT: APPROVE MEETING MINUTES: APRIL 23, 2025

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, April 23, 2025.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held April 23, 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. April 23, 2025 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS

WEDNESDAY, APRIL 23, 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	Present
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)	Present (In Audience)
Staff Members and Others Present	
Michael Burrows, Chief Executive Officer	Jonathan Galvan, Airport Manager
Mark Gibbs, Director of Aviation	Jillian Ubaldo, Assistant Secretary of the Commission
Jeff Barrow, Director of Development	Yajaira Maldonado, Deputy Clerk of the Board
Mark Cousineau, Director of Finance	Scott Huber, Legal Counsel, Cole Huber LLP
Catherine Pritchett, Director of Administration	

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Frank Navarro at approximately 5:02 p.m. on Wednesday, April 23, 2025.

A. CALL TO ORDER / ROLL CALL

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Mayor Penny Lilburn in the Pledge of Allegiance.

B. CLOSED SESSION PUBLIC COMMENT

There were no closed session public comment.

C. CLOSED SESSION

Mr. Scott Huber, Legal Counsel, Cole Huber, LLP, proposed the addition of a closed session item to the agenda. Mr. Huber initiated a two-step process to consider the item. This matter came to the attention of San Bernardino International Airport Authority (SBIAA) staff after the agenda for the regularly scheduled meeting had been posted. Pursuant to Government Code Section 54954.2, the item was eligible for addition.

ACTION: Conference with Legal Counsel for significant exposure litigation pursuant to Government Code Section 54956.9(d)(2), one potential case. This item was added upon a finding that the need to take immediate action arose after the posting of the agenda and the matter qualifies under Government Code Section 54954.2.

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

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

c. Conference with Legal Counsel for significant exposure litigation pursuant to Government Code Section 54956.9(d)(2): one potential case

D. REPORT ON CLOSED SESSION

President Frank Navarro reconvened the meeting at 5:18 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 to the Regular Session.

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 FAA Grant Projects
   c. Report on Updated Records Retention Schedule

2b. Mr. Michael Burrows, Chief Executive Officer, reported that the Federal Aviation Administration (FAA) is among a select group of agencies that secured additional funding through the appropriations process, including the recent continuing resolution. This increase is primarily due to the recalibration of funding formulas for both cargo and passenger activity during last year's FAA reauthorization. At the time of budget preparation for the previous fiscal year, the agency did not have a definitive funding amount, leading to conservative estimates for both incoming grant funds and outgoing expenditures. An adjustment to these figures will be requested later in the meeting to reflect a more accurate financial picture. Meanwhile, past projects continue to progress as planned.

Mr. Mark Gibbs, Director of Aviation, stated that the airport is in a strong position regarding grant revenues from the Airport Improvement Program (AIP). As a designated primary airport, we are now eligible to receive entitlement funds, a status achieved due to the continued increase in passenger enplanement statistics. Additionally, we have been recognized as the 35th busiest cargo airport in the nation, which qualifies us for cargo specific entitlement funding as well. The funds received through these programs are allocated toward essential infrastructure projects that support the airport's operations. Three such projects are scheduled to commence this year.

2c. Ms. Jillian Ubaldo, Assistant Secretary of the Commission, reported that the San Bernardino International Airport Authority's records retention schedule outlines the duration for which various types of records are maintained, as well as their designated destruction timelines. The schedule is designed to ensure compliance with legal and regulatory requirements. A recent review and update to the schedule included minor revisions, such as renumbering the retention number column, refining record descriptions, and updating legal citations. These edits did not affect any retention periods. Resolution No. 2024-02, adopted in April 2024, authorizes minor administrative updates to the retention schedule. As such, no action is required by the Commission at this time.

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 March 2025
4. Receive and file Treasurer's Report for February 28, 2025, for the San Bernardino International Airport Authority (SBIAA)
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
6. Approve Meeting Minutes: March 26, 2025

ACTION: Approve Agenda Item Nos. 3–6

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

I. COMMISSION ACTION ITEMS

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

7. Consider and Adopt Proposed Budget Adjustments for Fiscal Year 2024-2025

Mr. Mark Cousineau, Director of Fianance, reported a $57,600 decrease in budgetary net income. This change reflects an estimated revenue increase of $1,564,400, which includes $1,357,000 in FAA grant funding for the Taxiway A Reconstruction Project and a Pavement Management Program, along with an additional $90,000 in anticipated Avgas sales. Estimated expenditures total $1,622,000 and include $1,357,000 in FAA funded project costs, $70,000 for Avgas inventory purchases, a $67,850 local match, and an additional $9,750 match. The matching funds will be covered by ongoing revenues and existing cash reserves.

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

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

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

Mr. Jonathan Galvan, Airport Manager, reported that this item pertains to a one-year contract for elevator and escalator maintenance, with two optional one-year extensions, covering the period from July 2025 through June 2028. The San Bernardino International Airport Authority (SBIAA) maintains six facilities that include seven elevators and three escalator conveyances. These systems are required to undergo routine inspection and maintenance by a licensed technician to ensure compliance with safety regulations.

ACTION: 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.

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

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)

Mr. Mark Gibbs, Director of Aviation, reported that in February 2024, the Commission approved a procurement process for professional services in support of a five-year list of FAA funded grant projects. Through this qualifications-based selection process, AECOM was identified as the most qualified, in accordance with FAA procurement requirements. As individual projects are initiated, each must undergo an Independent Fee Estimate (IFE) process to determine fair and reasonable pricing. This process led to further negotiations with AECOM regarding the scope of services and the number of labor hours required. AECOM's professional services will support the upcoming construction project by providing construction management services, ensuring compliance with FAA requirements and maintaining oversight of contractor performance.

Approximately 95% of the project costs are eligible for funding through the FAA's Airport Improvement Program (AIP).

ACTION: 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.

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

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)

Mr. Mark Gibbs, Director of Aviation, reported that this item pertains to a construction project to reconstruct a 400 foot long by 75-foot-wide section of Taxiway A. This section, composed of approximately two feet of concrete, is heavily utilized as the primary departure point for all aircraft. This portion of the taxiway was not included in the original runway reconstruction project completed 20 years ago, nor in the taxiway improvements made 12 years ago, making these upgrades long overdue. The project is funded through the FAA's Airport Improvement Program (AIP) Grant, with 95% of the cost covered by federal funds and a 5% local match. The construction contract will not be awarded until the FAA formally issues the grant.

ACTION: 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.

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

11. Consider and discuss the SBD Good Neighbor Program First Quarter 2025 Report

Mr. Mark Gibbs, Director of Aviation, introduced Ms. Rosemary Barnes, who provided a brief quarterly update on the SBD Good Neighbor Program.

Mayor Penny Lilburn inquired whether any of the increased number of complaints in the City of Highland were related to the Sheriff's Department. She noted that the majority of the complaints appeared to come from three residents and asked whether those individuals were located in close proximity to one another.

Mr. Gibbs responded that the majority of the complaints were related to aircraft overflights, with some also concerning sheriff and fire department activity. He added that while the residents were in close proximity to one another, they were not necessarily located directly beneath the flight path.

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

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

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

ACTION Review the Action Plan for the San Bernardino International Airport Authority through June 30, 2025.

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 2025 – Airport Focal Areas" (as contained on pages 149-151 in the agenda packet). Mr. Burrows noted that a new budget proposal is expected to be presented to the Commission in the coming weeks. He also reported that preparations for World Trade Month, in coordination with the Department of Commerce, are underway, with an event scheduled for the week of May 8th. He noted that a flyer with details for the World Trade Week event would be distributed by staff in the coming days for members to attend.

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

Supervisor Joe Baca, Jr. thanked staff for their excellent work in reporting on upcoming projects aimed at improving the airport. He emphasized that the Board should begin envisioning the future of the airport over the next few years, including both on-site and off-site improvements, as well as the potential for international flights. He noted that such developments could help raise community awareness of the airport and the services it may offer.

Mayor Penny Lilburn expressed her appreciation to the Norton Museum for representing both the airport and the City of San Bernardino at the History Day event with the Historical Society.

M. ADJOURNMENT

There being no further business before the Commission, President Frank Navarro declared the meeting adjourned at 5:45 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, May 28, 2025.

Jillian Ubaldo
Assistant Secretary of the Commission

TO: San Bernardino International Airport Authority Commission

DATE: May 28, 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 $45,280.

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 $45,280. Estimated revenues are increasing $1,860,330 from an anticipated Federal Aviation Administration (FAA) grant.

The increase in budgetary expenses of $1,905,610 comprised of Airfield Slurry & Striping project construction costs.

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
Expenditures & Transfers Out							
A	Luxivair-SBD	53	-	Utilities	$ 329,500	$ (55,000)	$ 274,500
A	Property Management	53	-	Utilities	1,118,250	(116,500)	1,001,750
A	Terminals	53	-	Utilities	403,000	(120,000)	283,000
A	Airport Manager	53	-	Utilities	361,400	(29,000)	332,400
A	Luxivair-SBD	55	-	Repairs and Maintenance	627,000	40,000	667,000
A	Luxivair-SBD	56	-	Parts and Supplies	593,500	15,000	608,500
A	Property Management	55	-	Repairs and Maintenance	244,500	110,000	354,500
A	Property Management	56	-	Parts and Supplies	7,000	6,500	13,500
A	Terminals	55	-	Repairs and Maintenance	45,000	100,000	145,000
A	Terminals	56	-	Parts and Supplies	462,500	20,000	482,500
A	Airport Manager	55	-	Repairs and Maintenance	602,000	29,000	631,000
B	Airport Manager	56	-	Parts and Supplies	428,300	(150,000)	278,300
B	Airport Manager	52	-	Professional Services	173,200	(50,000)	123,200
B	Airport Manager	55	-	Repairs and Maintenance	602,000	200,000	802,000
C	Airport Manager	63	-	Capital Expenditures (Passenger and Other Vehicles)	170,000	(100,000)	70,000
C	Development & Properties	63	-	Capital Expenditures (Building Improvements)	1,190,000	100,000	1,290,000
D	Information Technology	63	-	Capital Expenditures and Outlay	898,000	(80,000)	818,000
D	Information Technology	54	-	Telecommunication	170,600	80,000	250,600
E	Luxivair-SBD	55	-	Repairs and Maintenance	667,000	(112,000)	555,000
E	Luxivair-SBD	63	-	Capital Expenditures (Building Improvements)	-	112,000	112,000
F	Capital Improvement	63	-	Project - FAA2502 - Airfield Slurry & Stripe	1,000,000	1,905,610	2,905,610
					-	-	-
				Increase (Decrease) in expenditures & transfers out		1,905,610	
Revenues & Transfers In							
F	Capital Improvement	49	-	Nonoperating Revenue - Federal Grants	4,489,150	1,860,330	6,349,480
					-	-	-
				Increase (Decrease) in revenues & transfers in		1,860,330	
				Net Budget Adjustment, Expenses in Excess of Revenues		$ 45,280	

A Zero-dollar net change. Budgetary reclass of HVAC maintenance and repair initially recorded in Budget Class 53 – Utilities to Budget Class 55 - Repairs and Maintenance and Budget Class 56 - Parts and Supplies within the Luxivair-SBD, Property Management, Terminals, and Airport Manager's departments.

B Zero-dollar net change. Budgetary transfers to correct a deficit in Budget Class 55 - Repairs and Maintenance within the Airport Manager Department.

C Zero-dollar net change. Budgetary transfer to fund the capital improvement project to remodel the Badging Office located in Building 680 by transferring $100,000 from Budget Class 63 (Passenger and Other Vehicles) of the Airport Manager Department to Budget Class 63 (Building Improvements) in the Development and Properties Department.

D Zero-dollar net change. Budgetary transfer within the Luxivair-SBD budget to fund the capital improvement project to upgrade the FBO kitchen and hospitality bar by transferring $112,000 from Budget Class 55 - Repairs and Maintenance to Budget Class 63 - Capital Expenditures (Building Improvements.

E Zero-dollar net change. Budgetary transfers to correct a deficit in Budget Class 54 - Telecommunications within the Information Technology Department by transferring $80,000 from Budget Class 63 - Capital Expenditures and Outlay to Budget Class 54 - Telecommunications.

F $1,905,610 increase in the Airfield Slurry and Stripe project budget based upon final costs as determined through competitive acquisition and subject to the final grant award by the U.S. Department of Transportation, The Federal Aviation Administration (FAA). This project is anticipated to be funded by a$1,860,330 increase in federal grant awards and a local match of $45,280f from ongoing revenues or cash on hand.

Staff recommend that the Commission approve the above recommended action.

Attachments:

1. None

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 8** **PRESENTER: Wendy McConaughey, FBO Manager**

SUBJECT: APPROVE AN INCREASE OF $70,000 FOR TITAN AVIATION FUELS PURCHASE ORDER FOR A TOTAL AMOUNT NOT TO EXCEED $440,000

SUMMARY

Approval of this item would authorize the purchase of Avgas and ensure the certainty of inventory for the remainder of Fiscal Year 2024-2025.

RECOMMENDED ACTION(S)

Approve an increase to Titan Aviation Fuels Avgas purchase order in an amount not to exceed $440,000; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. The SBIAA Commission approved a budget adjustment for this item on April 23, 2025. Funds are available in the San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 budget, Luxivair SBD, Budget Class 42 - Aeronautical Revenue (COGS) - Avgas.

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

BACKGROUND INFORMATION

On June 26, 2024, the San Bernardino International Airport Commission (SBIAA) adopted the SBIAA budget for Fiscal Year 2024-2025. Included in the budget was the line-item for Cost of Avgas, in the amount of $370,000. With the rise in general aviation activity at Luxivair SBD, there has been a corresponding increase in demand for Avgas. Staff determined an increase to this line item in the amount of $70,000 is needed to secure the supply of Avgas for the remainder of this Fiscal Year.

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. None

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 9** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO LEONIDA BUILDERS IN AN AMOUNT NOT TO EXCEED $91,000 FOR THE BADGING OFFICE REMODEL PROJECT

SUMMARY

The award of this construction contract would authorize Leonida Builders to construct tenant improvements for the badging office.

RECOMMENDED ACTION(S)

Award a construction contract to Leonida Builders in an amount not to exceed $91,000 for the Badging Office Remodel Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. In the event that the proposed budget adjustment is approved on today's agenda, funding for this project will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget in the Capital Improvement Project (Account 63222), Project Number 25s074-1 – Badging Office Remodel Project for $91,000.

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

BACKGROUND INFORMATION

The badging office serves as the principal location for all employees, contractors, tenants, and other individuals seeking to obtain an airport access badge. The building that houses the badging office is antiquated and lacks modern amenities. The badging lobby in particular shows clear signs of age, with dated and deteriorating features that make it impractical by today's standards. The proposed scope calls for the interior remodeling of the badging lobby, break room, and common work areas.

Removal of dated features, smooth finish application to existing brick walls, new ceiling tiles and lights, and new paint will be updated throughout. The proposed improvements will improve the experience for all visitors to the badging office and improve conditions for our badging office employees. This project aligns with SBIAA's commitment to providing a safe, efficient, and a user-friendly experience for visitors, tenants, and staff.

Staff solicited proposals from qualified contractors from which five (5)-proposals were received as identified below:

- Leonida Builders $91,000.00
- J. Peace Builders $93,279.00
- T&G Construction $143,023.14
- Jergensen Construction $200,000.00
- MPMC, Inc. $211,250.39

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

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. Site Map
2. Contractor's Proposals

SITE MAP

SBD International Airport
SBD International Airport
Harry Sheppard Blvd
Site Location

LEONIDA BUILDERS INC.

PROPOSAL

32023 Crown Valley Road
Acton, CA 93510
TEL: (909)275-3354 FAX: (951)566-4022
Licensed & Insured

LICENSE NO. 896772
Classifications: A, B, & C-8
DIR No. 1001081351

JOB
San Bernardino International Airport Authority
Griselda Lizarraga
1601 East Third Street, Suite 100
San Bernardino, CA 92408

PROPOSAL NUMBER P-2777
PROPOSAL DATE April 22, 2025

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
	San Bernardino Internationl Airport Authority-Badging Office Remodel **location: 165 S Leland Norton Way, San Bernardino, CA 92408** The proposed work consists of interior remodeling for the badging lobby, break room, and common work areas. All work per the attached Schedule of Values. **Prevailing Wage** **Work to be performed Monday - Friday 7:00am - 3:30pm**				
PROPOSAL IS ONLY VALID FOR 30 DAYS FROM THE ABOVE-CAPTIONED PROPOSAL DATE. IF PROPOSAL IS ACCEPTED, SEPARATE CONTRACT WILL FOLLOW.			**Base Bid:**		**$91,000.00**
Exclusion: Limited to the scope of work listed above.					
Note:			**Bid Total:**		**$91,000.00**

DIRECT ALL INQUIRIES TO:
Kelly Orellana
LEONIDA BUILDERS INC.
(909) 275-3354
kelly@leonidabuilders.com

Accepted by: _____

Date of Acceptance: _____

THANK YOU FOR YOUR BUSINESS!

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

EXHIBIT "2"
Schedule of Values

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
DIVISION 02: REMOVAL				
1. Remove and dispose of the following: - Reception counter (area 1). - Countertop in nook (area 1). - Ceiling tiles, grid system, & ceiling lights (all areas). - Ceiling cameras, speakers, projector, projector screen, and white board (area 1). - Dividing wood panels and ceiling metal railings door system (area 1). - Partition wall & door (area 3).	1	LS	$4,000.00	$4,000.00
DIVISION 09: FINISHES				
2. Install a layer of 5/8" drywall over all exposed brick areas to receive and including a smooth drywall finish.	1	LS	$11,000.00	$11,000.00
3. Fur out walls, with 3'' studs and smooth drywall finish, see Plan Sheet 3.	1	LS	$3,000.00	$3,000.00
4. Erect two new partition walls at work area 1 (badging lobby). - (N) Wall #1 – approx. dimensions: **12'0'' x 9'2"** - (N) Wall #2 – approx. dimensions: **10'0'' x 9'2"**	1	LS	$4,000.00	$4,000.00
5. Erect a new low wall along the new reception desks at work area 1 (badging lobby). - Approx. new low wall dimensions: **3'0'' x 2'5"**	2	EA	$4,000.00	$8,000.00
6. Cut opening at work area 1, leading into breakroom from badging lobby.	1	EA	$1,000.00	$1,000.00
7. Install a new standard commercial, one hour fire rated, solid core, wood door, with steel frame, push and pull handle, door closure, door stop, and all necessary hardware at new partition wall at work area 1.	1	EA	$2,000.00	$2,000.00
8. Install a new grid system and ceiling tiles at work area 1 and work area 3.	1	LS	$12,000.00	$12,000.00
9. Paint all work areas by applying (1) coat of primer and (2) coats of finish. - Paint all walls with one solid color throughout (color TBD). - Paint all new walls on both sides.	1	LS	$4,000.00	$4,000.00
10. Paint **all existing and new doors & frames**, on both sides, in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$3,000.00	$3,000.00
11. Paint all window frames in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$4,000.00	$4,000.00
DIVISION 26: ELECTRICAL				
12. Install new 2' x 4' ceiling lights in work area 1 and work area 3. - Area 1 - qty: 20 - Area 3 - qty: 6	26	EA	$384.62	$10,000.12
13. Install new light occupancy sensors.	3	EA	$2,000.00	$6,000.00

14. Install a new ceiling mount exit sign with emergency battery backup at work area 1.	1	EA	$6,999.88	$6,999.88
15. Install new electrical duplex outlets for two wall mounted TVs, new workstations, and adjust all electrical to drywall surface.	1	LS	$4,000.00	$4,000.00
16. Run new data drops for two wall mounted TVs and new workstations.	1	LS	$2,000.00	$2,000.00
DIVISION 23: AIR CONDITIONING				
17. Relocate existing mini split unit at work area 1, per wall fur out (move to front).	1	EA	$2,000.00	$2,000.00
18. Remove existing HVAC ducts, supply, and return above ceiling in all work areas.	1	LS	$4,000.00	$4,000.00
			GRAND TOTAL:	$91,000.00

INCLUSIONS:

- Drywall patching & repairs as needed throughout.
- Electrical capping & removals, as needed throughout.
- HVAC capping & removals, as needed throughout.
- Data removals as needed throughout.
- Proper backing for the mounting of (2) wall hung TV's
  - (1) in area 1 (badging lobby)
  - (1) in area 3 (break room)
- Adjust all light switches and sockets to level at new walls.
- All wiring necessary for all new electrical fixtures.
- Glass window at work area 1, to be covered by wall furring.

COMPANY INFORMATION SHEET

DECLARATION

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

Completed and executed this 22 [day] day of April [month], 2024, in Acton [city], CA [state].

By: _____

Print Name: Panagiotis Leonida

Print Title: President, Secretary & Treasurer

LEGAL NAME OF COMPANY: Leonida Builders, Inc.

ADDRESS: 32023 Crown Valley Road, Acton, CA 93510

TELEPHONE: 909-275-3354 FAX: 951-566-4022

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
Panagiotis Leonida	President, Secretary & Treasurer

[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
Panagiotis Leonida	President, Secretary & Treasurer

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
Panagiotis Leonida	President, Secretary & Treasurer

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

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

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

DEFINITIONS:

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

Contractor name: Leonida Builders, Inc.
Place of Business: Acton, CA
License Number: 896772 / A, B, & C-8

Subcontractor name: N/A
Place of Business: N/A
License Number: N/A

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

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

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

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

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

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

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

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

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

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

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

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

12. Miscellaneous Provisions:

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

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

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

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

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

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

CONTRACTOR

Signature: Panagiotis Leonida Executed As-of: April 22, 2025

Name:

Exhibit "A"

FAA Contract Provisions for Construction Purchase Orders

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

1. ACCESS TO RECORDS AND REPORTS

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

2. TITLE VI – NONDISCRIMINATION PROVISIONS

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

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

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

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin

(including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. COPELAND "ANTI-KICKBACK" ACT

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

4. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

If Applicable: CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

5. TEXTING WHEN DRIVING

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

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

6. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

7. EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

8. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MODEL SOLICITATION CLAUSE

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

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

10. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

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

13. PROHIBITION OF SEGREGATED FACILITIES

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

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

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

14. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

Certifications

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

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

Note

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

Term Definitions

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

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

16. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENTCONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

17. TERMINATION FOR CAUSE (CONSTRUCTION)

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

18. TERMINATION FOR CAUSE (EQUIPMENT)

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

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

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

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

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

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

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

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

19. VETERAN'S PREFERENCE

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

20. FAA BUY AMERICAN PREFERENCE

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

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

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

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

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

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

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

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

Required Documentation

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

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

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

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

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

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

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Leonida Builders, Inc.

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

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

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

32023 Crown Valley Road

Requester's name and address (optional)

6 City, state, and ZIP code

Acton, CA 93510

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

6	4	–	0	9	5	8	8	3	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date 2/21/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: Maria Meza	
Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364	PHONE (A/C, No, Ext): (818) 676-0016	FAX (A/C, No): (818) 676-0015
	E-MAIL ADDRESS: mariameza@cpisgroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leonida Builders, Inc 32023 Crown Valley Road Acton CA 93510	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : National Specialty Insurance Company	22608
	INSURER C : Endurance Assurance Corporation	11551
	INSURER D : Certain Underwriters at Lloyd's, Londoon	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL,BA,UMB/24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BCS2002359	02/03/2025	02/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GMI086201	02/20/2025	02/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS2006292	02/03/2025	02/03/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EAW0000186100	07/20/2024	07/20/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution			CPL01153001	02/07/2025	08/07/2025	Occurrence Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

*** Proof of Insurance ***

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	2nd Injury Fund Factor	2NDIF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
ANY PERSON OR ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE OCCURRENCE TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

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

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when required by written contract or agreement, executed prior to the occurrence to which this insurance applies, that such person or organization be added as an additional insured on your policy.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE,** paragraph **A. Coverage**, paragraph **1. Who Is An Insured**, is amended by adding the following:

   a. Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an "insured".

   However, such person or organization is and "insured":

   (1) Only with respect to the operation, maintenance or use of a covered "auto" covered under this policy;
   (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and
   (3) Only for the duration of the contract or agreement.

   b. How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

   (1) The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as and additional insured; or
   (2) The Limits of Insurance shown in the Declarations.

   Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

   c. Additional Insureds Other Insurance – If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

   However, this provision does not apply to the extent you have agreed in a written contract or agreement with the additional insured that this insurance is primary and non-contributory with the additional insured's own insurance.

   d. Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **A. Loss Conditions**, paragraph **2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

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B. HIRED AUTO PHYSICAL DAMAGE COVERAGE

1. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A. Coverage**, paragraph **4. Coverage Extensions**, is amended by adding the following:

   If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit, deductible and conditions:

   a. The most we will pay for "loss" to any hired "auto" is:

      (1) $50,000; or
      (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
      (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind,

      whichever is smallest, minus a deductible.

   b. The deductible will be equal to the largest deductible applicable to any owned "auto" for Physical Damage Coverage.

   c. Hired Auto Physical Damage coverage is excess over any other collectible insurance.

   d. Subject to the above limit, deductible, and excess provisions, we will provide that Physical Damage Coverage applicable to any covered "auto" you own.

   e. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs and actual financial loss.

   f. This coverage extension does not apply to:

      (1) Any "auto" that is hired, rented or borrowed with a driver;
      (2) Any "auto" you hire or borrow from any of your "employees" or members of their household;
      (3) Any "auto" you hire or borrow from any of your partners or members of their household (if you are a partnership); or
      (4) Any "auto" you hire or borrow from any of your members or members of their household (if you are a limited liability company).

C. TOWING AND LABOR

1. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A. Coverage**, paragraph **2. Towing**, is deleted in its entirety and replaced with the following:

   2. Towing

   We will pay towing and labor costs you have incurred, up to the limits shown below, for each classification of covered "auto" shown below, each time a covered "auto" classified below is disabled:

   a. For private passenger type vehicles, we will pay up to $50.00 per disablement.

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b. For "light trucks", we will pay up to $75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

D. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

1. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, paragraph **3.** is amended by adding the following:

   This exclusion does not apply to the accidental discharge of an airbag.

   Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

E. LOAN/LEASE GAP COVERAGE

1. **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

   In the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

   As used in this provision "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

   a. Overdue payments and financial penalties associated with those payments at the time of "loss";

   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

   c. Security deposits not refunded by the lessor;

   d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;

   e. Carryover, transfer or rollover balances from previous loans or leases;

   f. Any amount representing taxes;

   g. Loan or lease termination fees;

   h. The dollar amount of any unrepaired damage that that occurred prior to the "total loss" of a covered "auto";

   i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and

   j. Final payment under a "balloon loan".

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As used in this provision a "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final *payment.*

2. For the purposes of this Loan/Lease Gap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

   a. "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

   b. A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. EXTENDED CANCELLATION CONDITION

1. **COMMON POLICY CONDITIONS**, paragraph **A. – Cancellation** condition applies except as follows:

   If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days' prior notice of cancellation.

G. VEHICLE WRAP COVERAGE

1. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **A. Coverage**, **4. Coverage Extensions**, is amended by adding the following:

   In the event of a "total loss" to a covered "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to $1,000.00 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of "total loss". Regardless of the number of autos deemed a "total loss", the most we will pay under this coverage extension for any one "loss" is $5,000.00. For the purposes of this coverage extension, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

2. For the purposes of this Vehicle Wrap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

1. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, subparagraphs **5.a.** and **5.b.** are deleted and replaced with the following:

   Exclusions **4.c** and **4.d** do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by the use of power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

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2. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions,** Paragraph **5** is amended by adding the following:

   If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100.00 deductible.

All other terms and conditions of the policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Leonida Builders, Inc
Endorsement Effective Date: 2/20/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Blanket where required by written agreement executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07-20-2024 **Policy No.** EAW00001861-00 **Endorsement No.**

Insured Leonida Builders, Inc. (a Corp) **Insurance Company** Endurance Assurance Corporation

Countersigned By _____

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J.PEACE BUILDERS INC

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

RFP
165 S Leland Norton Way,
San Bernardino, CA 92408.

Att: Jeff Barrow

The proposed work consists of interior remodeling for the badging lobby, break room, and common work areas, according to schedule of value line items.

Respectfully,

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

EXHIBIT "2"
Schedule of Values

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
DIVISION 02: REMOVAL				
1. Remove and dispose of the following: - Reception counter (area 1). - Countertop in nook (area 1). - Ceiling tiles, grid system, & ceiling lights (all areas). - Ceiling cameras, speakers, projector, projector screen, and white board (area 1). - Dividing wood panels and ceiling metal railings door system (area 1). - Partition wall & door (area 3).	1	LS		6,300.00
DIVISION 09: FINISHES				
2. Install a layer of 5/8" drywall over all exposed brick areas to receive and including a smooth drywall finish.	1	LS		5,842
3. Fur out walls, with 3" studs and smooth drywall finish, see Plan Sheet 3.	1	LS		4,113
4. Erect two new partition walls at work area 1 (badging lobby). - (N) Wall #1 – approx. dimensions: **12'0" x 9'2"** - (N) Wall #2 – approx. dimensions: **10'0" x 9'2"**	1	LS		9,300
5. Erect a new low wall along the new reception desks at work area 1 (badging lobby). - Approx. new low wall dimensions: **3'0" x 2'5"**	2	EA		4,281
6. Cut opening at work area 1, leading into breakroom from badging lobby.	1	EA		
7. Install a new standard commercial, one hour fire rated, solid core, wood door, with steel frame, push and pull handle, door closure, door stop, and all necessary hardware at new partition wall at work area 1.	1	EA		3,300
8. Install a new grid system and ceiling tiles at work area 1 and work area 3.	1	LS		20,914
9. Paint all work areas by applying (1) coat of primer and (2) coats of finish. - Paint all walls with one solid color throughout (color TBD). - Paint all new walls on both sides.	1	LS		5,852
10. Paint **all existing and new doors & frames**, on both sides, in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS		7,158
11. Paint all window frames in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS		3,256
DIVISION 26: ELECTRICAL				
12. Install new 2' x 4' ceiling lights in work area 1 and work area 3. - Area 1 - qty: 20 - Area 3 - qty: 6	26	EA		8,476
13. Install new light occupancy sensors.	3	EA		756

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Phone: (909) 382-4100 Fax: (909) 382-4106

14. Install a new ceiling mount exit sign with emergency battery backup at work area 1.	1	EA		614
15. Install new electrical duplex outlets for two wall mounted TVs, new workstations, and adjust all electrical to drywall surface.	1	LS		5,835
16. Run new data drops for two wall mounted TVs and new workstations.	1	LS		4,282
DIVISION 23: AIR CONDITIONING				
17. Relocate existing mini split unit at work area 1, per wall fur out (move to front).	1	EA		1600
18. Remove existing HVAC ducts, supply, and return above ceiling in all work areas.	1	LS		1400
			GRAND TOTAL:	93,279.00

INCLUSIONS:

- Drywall patching & repairs as needed throughout.
- Electrical capping & removals, as needed throughout.
- HVAC capping & removals, as needed throughout.
- Data removals as needed throughout.
- Proper backing for the mounting of (2) wall hung TV's
  - (1) in area 1 (badging lobby)
  - (1) in area 3 (break room)
- Adjust all light switches and sockets to level at new walls.
- All wiring necessary for all new electrical fixtures.
- Glass window at work area 1, to be covered by wall furring.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

EXHIBIT "2"
Schedule of Values

T&G Construction Services, Inc.

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
DIVISION 02: REMOVAL				
1. Remove and dispose of the following: - Reception counter (area 1). - Countertop in nook (area 1). - Ceiling tiles, grid system, & ceiling lights (all areas). - Ceiling cameras, speakers, projector, projector screen, and white board (area 1). - Dividing wood panels and ceiling metal railings door system (area 1). - Partition wall & door (area 3).	1	LS	$6,318.00	$6,318.00
DIVISION 09: FINISHES				
2. Install a layer of 5/8" drywall over all exposed brick areas to receive and including a smooth drywall finish.	1	LS	$13,431.60	$13,431.60
3. Fur out walls, with 3" studs and smooth drywall finish, see Plan Sheet 3.	1	LS	$14,601.60	$14,601.60
4. Erect two new partition walls at work area 1 (badging lobby). - (N) Wall #1 – approx. dimensions: **12'0" x 9'2"** - (N) Wall #2 – approx. dimensions: **10'0" x 9'2"**	1	LS	$10,530.00	$10,530.00
5. Erect a new low wall along the new reception desks at work area 1 (badging lobby). - Approx. new low wall dimensions: **3'0" x 2'5"**	2	EA	$2,035.80	$4,071.60
6. Cut opening at work area 1, leading into breakroom from badging lobby.	1	EA	$2,527.20	$2,527.20
7. Install a new standard commercial, one hour fire rated, solid core, wood door, with steel frame, push and pull handle, door closure, door stop, and all necessary hardware at new partition wall at work area 1.	1	EA	$3,650.40	$3,650.40
8. Install a new grid system and ceiling tiles at work area 1 and work area 3.	1	LS	$26,535.60	$26,535.60
9. Paint all work areas by applying (1) coat of primer and (2) coats of finish. - Paint all walls with one solid color throughout (color TBD). - Paint all new walls on both sides.	1	LS	$12,214.80	$12,214.80
10. Paint **all existing and new doors & frames**, on both sides, in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$7,581.60	$7,581.60
11. Paint all window frames in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$4,773.60	$4,773.60
DIVISION 26: ELECTRICAL				
12. Install new 2' x 4' ceiling lights in work area 1 and work area 3. - Area 1 - qty: 20 - Area 3 - qty: 6	26	EA	$555.75	$14,449.50
13. Install new light occupancy sensors.	3	EA	$1,497.60	$4,492.80

14. Install a new ceiling mount exit sign with emergency battery backup at work area 1.	1	EA	$1,067.04	$1,067.04
15. Install new electrical duplex outlets for two wall mounted TVs, new workstations, and adjust all electrical to drywall surface.	1	LS	$1,614.60	$1,614.60
16. Run new data drops for two wall mounted TVs and new workstations.	1	LS	$6,458.40	$6,458.40
DIVISION 23: AIR CONDITIONING				
17. Relocate existing mini split unit at work area 1, per wall fur out (move to front).	1	EA	$6,739.20	$6,739.20
18. Remove existing HVAC ducts, supply, and return above ceiling in all work areas.	1	LS	$1,965.60	$1,965.60
			GRAND TOTAL:	$ 143,023.14

INCLUSIONS:

- Drywall patching & repairs as needed throughout.
- Electrical capping & removals, as needed throughout.
- HVAC capping & removals, as needed throughout.
- Data removals as needed throughout.
- Proper backing for the mounting of (2) wall hung TV's
  - (1) in area 1 (badging lobby)
  - (1) in area 3 (break room)
- Adjust all light switches and sockets to level at new walls.
- All wiring necessary for all new electrical fixtures.
- Glass window at work area 1, to be covered by wall furring.

JERGENSEN

CONSTRUCTION INC.

GENERAL ENGINEERING & GENERAL CONTRACTING

LICENSE A , B , C8 # 536592

PROPOSAL	**DATE** 4/21/2025

OWNER	**PROJECT**
INLAND VALLEY DEVELOPMENT	BADGING OFFICE REBID

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING :
PER THE SCOPE OF WORK
AND SCHEDULE OF VALUE

	BASE BID	$200,000.00
EXCLUDING	ALT 1	$0.00
ANY LOW VOLTAGE WIRING ,	ALT 2	$0.00
CARD READER LOCKS		
AFTER HOURS WORK	TOTAL	$200,000.00
ANY FLOORING PROTECTION, REMOVAL , INSTALL		
INCLUDING BONDS AND PREVAILING WAGE		

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

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

DATE _____ **SIGNATURE**

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

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

EXHIBIT "2"
Schedule of Values

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
DIVISION 02: REMOVAL				
1. Remove and dispose of the following: - Reception counter (area 1). - Countertop in nook (area 1). - Ceiling tiles, grid system, & ceiling lights (all areas). - Ceiling cameras, speakers, projector, projector screen, and white board (area 1). - Dividing wood panels and ceiling metal railings door system (area 1). - Partition wall & door (area 3).	1	LS	24000	24000
DIVISION 09: FINISHES				
2. Install a layer of 5/8" drywall over all exposed brick areas to receive and including a smooth drywall finish.	1	LS	16000	15000
3. Fur out walls, with 3" studs and smooth drywall finish, see Plan Sheet 3.	1	LS	12000	12000
4. Erect two new partition walls at work area 1 (badging lobby). - (N) Wall #1 – approx. dimensions: **12'0" x 9'2"** - (N) Wall #2 – approx. dimensions: **10'0" x 9'2"**	1	LS	11000	11000
5. Erect a new low wall along the new reception desks at work area 1 (badging lobby). - Approx. new low wall dimensions: **3'0" x 2'5"**	2	EA	3000	6000
6. Cut opening at work area 1, leading into breakroom from badging lobby.	1	EA	4500	4500
7. Install a new standard commercial, one hour fire rated, solid core, wood door, with steel frame, push and pull handle, door closure, door stop, and all necessary hardware at new partition wall at work area 1.	1	EA	3100	3310
8. Install a new grid system and ceiling tiles at work area 1 and work area 3.	1	LS	18000	18000
9. Paint all work areas by applying (1) coat of primer and (2) coats of finish. - Paint all walls with one solid color throughout (color TBD). - Paint all new walls on both sides.	1	LS	24000	24000
10. Paint **all existing and new doors & frames**, on both sides, in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	2000	2000
11. Paint all window frames in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	2500	2500
DIVISION 26: ELECTRICAL				
12. Install new 2' x 4' ceiling lights in work area 1 and work area 3. - Area 1 - qty: 20 - Area 3 - qty: 6	26	EA	300	7800
13. Install new light occupancy sensors.	3	EA	2000	6000

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14. Install a new ceiling mount exit sign with emergency battery backup at work area 1.	1	EA	130	390
15. Install new electrical duplex outlets for two wall mounted TVs, new workstations, and adjust all electrical to drywall surface.	1	LS	30000	30000
16. Run new data drops for two wall mounted TVs and new workstations.	1	LS	8000	8000
DIVISION 23: AIR CONDITIONING				
17. Relocate existing mini split unit at work area 1, per wall fur out (move to front).	1	EA	19500	19500
18. Remove existing HVAC ducts, supply, and return above ceiling in all work areas.	1	LS	5000	5000
			GRAND TOTAL:	700000

INCLUSIONS:

- Drywall patching & repairs as needed throughout.
- Electrical capping & removals, as needed throughout.
- HVAC capping & removals, as needed throughout.
- Data removals as needed throughout.
- Proper backing for the mounting of (2) wall hung TV's
  - (1) in area 1 (badging lobby)
  - (1) in area 3 (break room)
- Adjust all light switches and sockets to level at new walls.
- All wiring necessary for all new electrical fixtures.
- Glass window at work area 1, to be covered by wall furring.

MPMC, Inc dba Classic Handyman Services

387 Magnolia Ave Ste 103 PMB 739, Corona, CA 92879
Office (951) 453-8945 ● LIC # 1027514 DIR # 1000052016

COMPANY		DATE	04/21/2025
ATTENTION	Jeff Barrow	QUOTE NUMBER	PM20250421
PROJECT	San Bernardino Airport Building Badging Office Remodel	VALID FOR	30 Days
PROJECT ADDRESS	165 S Leland Norton Way, San Bernardino < CA 92408	E-MAIL ADDRESS FAX NUMBER	Pete@mpmc-inc.com
SUBJECT	Badging Office Remodel	TOTAL PAGES	2

General Scope of Work:

- All work listed on the Request for Proposal, Schedule of Values

Detailed Scope of Work

EXHIBIT "2"
Schedule of Values

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
DIVISION 02: REMOVAL				
1. Remove and dispose of the following: - Reception counter (area 1). - Countertop in nook (area 1). - Ceiling tiles, grid system, & ceiling lights (all areas). - Ceiling cameras, speakers, projector, projector screen, and white board (area 1). - Dividing wood panels and ceiling metal railings door system (area 1). - Partition wall & door (area 3).	1	LS	$45,455.71	$45,455.71
DIVISION 09: FINISHES				
2. Install a layer of 5/8" drywall over all exposed brick areas to receive and including a smooth drywall finish.	1	LS	$16,608.95	$16,608.95
3. Fur out walls, with 3'' studs and smooth drywall finish, see Plan Sheet 3.	1	LS	$25,854.71	$25,854.71
4. Erect two new partition walls at work area 1 (badging lobby). - (N) Wall #1 – approx. dimensions: 12'0'' x 9'2'' - (N) Wall #2 – approx. dimensions: 10'0'' x 9'2''	1	LS	$8,576.27	$8,576.27
5. Erect a new low wall along the new reception desks at work area 1 (badging lobby). - Approx. new low wall dimensions: 3'0'' x 2'5''	2	EA	$1,224.23	$2,450.46
6. Cut opening at work area 1, leading into breakroom from badging lobby.	1	EA	$2,088.15	$2,088.15

MPMC, Inc dba Classic Handyman Services

387 Magnolia Ave Ste 103 PMB 739, Corona, CA 92879
Office (951) 453-8945 ● LIC # 1027514 DIR # 1000052016

7. Install a new standard commercial, one hour fire rated, solid core, wood door, with steel frame, push and pull handle, door closure, door stop, and all necessary hardware at new partition wall at work area 1.	1	EA	$2,677.59	$2,677.59
8. Install a new grid system and ceiling tiles at work area 1 and work area 3.	1	LS	$50,904.73	$50,904.73
9. Paint all work areas by applying (1) coat of primer and (2) coats of finish. - Paint all walls with one solid color throughout (color TBD). - Paint all new walls on both sides.	1	LS	$22,311.43	$22,311.43
10. Paint all existing and new doors & frames, on both sides, in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$4,071.01	$4,071.01
11. Paint all window frames in all work areas. - Apply (1) coat of primer and (2) coats of finish. - Color: SW 7069 – Iron Ore (Finish: Satin)	1	LS	$1,632.86	$1,632.86
DIVISION 26: ELECTRICAL				
12. Install new 2’ x 4’ ceiling lights in work area 1 and work area 3. - Area 1 - qty: 20 - Area 3 - qty: 6	26	EA	$614.45	$15,975.57
13. Install new light occupancy sensors.	3	EA	$434.90	$1,304.70
14. Install a new ceiling mount exit sign with emergency battery backup at work area 1.	1	EA	$593.16	$593.16
15. Install new electrical duplex outlets for two wall mounted TVs, new workstations, and adjust all electrical to drywall surface.	1	LS	$3,255.72	$3,255.72
16. Run new data drops for two wall mounted TVs and new workstations.	1	LS	$2,979.08	$2,979.08
DIVISION 23: AIR CONDITIONING				
17. Relocate existing mini split unit at work area 1, per wall fur out (move to front).	1	EA	$1,499.28	$1,499.28
18. Remove existing HVAC ducts, supply, and return above ceiling in all work areas.	1	LS	$3,011.01	$3,011.01
			GRAND TOTAL:	$211,250.39

INCLUSIONS:

- Drywall patching & repairs as needed throughout.
- Electrical capping & removals, as needed throughout.
- HVAC capping & removals, as needed throughout.
- Data removals as needed throughout.
- Proper backing for the mounting of (2) wall hung TV’s
  - (1) in area 1 (badging lobby)
  - (1) in area 3 (break room)
- Adjust all light switches and sockets to level at new walls.
- All wiring necessary for all new electrical fixtures.

MPMC, Inc dba Classic Handyman Services

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Office (951) 453-8945 ● LIC # 1027514 DIR # 1000052016

- Glass window at work area 1, to be covered by wall furring.

Date	Print Name	Title	Signature
04/22/2025	Peter Monteith	President	Peter Monteith

Thank you for the opportunity to submit this quotation for your review. We look forward to working with you on the above-specified project and discussing this and future projects with you at your convenience.

Please feel free to contact me with any questions or comments you may have regarding this quotation.
Email- pete@mpmc-inc.com
Phone- (951) 453-8945.

Best Regards,

Peter Monteith

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 10** **PRESENTER: Jeff Barrow, Director of Development**

SUBJECT: AWARD A CONSTRUCTION CONTRACT TO ESTATE DESIGN AND CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED $111,870 FOR THE LUXIVAIR SBD KITCHEN AND SNACK BAR UPGRADE PROJECT

SUMMARY

The award of this construction contract would authorize Estate Design and Construction, Inc. to construct improvements for the Luxivair SBD (FBO) Building.

RECOMMENDED ACTION(S)

Award a construction contract to Estate Design and Construction, Inc. in an amount not to exceed $111,870 for the Luxivair SBD Kitchen and Snack Bar Upgrade Project; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

None. In the event that the proposed budget adjustment is approved on today's agenda, funding for this project will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-2025 Budget as a Capital Improvement Project (Account 63222), Project Number - 25s080-1 - FBO Kitchen and Snack Bar Upgrade, for $111,870.

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

BACKGROUND INFORMATION

On March 26, 2025, the San Bernardino International Airport Authority (SBIAA) Commission authorized Staff to advertise and solicit construction bids for millwork improvements to the kitchen and snack bar areas of the Luxivair SBD (FBO) Building. Project plans and specifications were publicly advertised, in accordance with SBIAA Policies and Procedures.

The proposed millwork improvements will enhance the experience for all Luxivair SBD guests and staff. This project aligns with SBIAA's commitment to providing a safe, efficient, and user-friendly experience for visitors and staff.

Staff solicited proposals from qualified contractors via PlanetBids. (7) proposals were received, with the full project cost identified below:

- Estate Design and Construction $111,870.00
- New Millennium Construction Services, Inc. $184,695.01
- R&L Group, Inc. $198,700.00
- J. Peace Builders $199,612.00
- Leonida Builders, Inc. $240,100.00
- BCM Group, Inc. $301,144.49
- Ayuoma House Planning Company $433,075.68

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

Staff recommends the Commission approve the above recommended actions.

Attachments:

1. Site Map
2. Contractor's Proposals

SITE MAP

Bid Results

Bidder Details

Vendor Name	Estate Design and Construction
Address	1902 Westwood Blvd. #200 Los Angeles, California 90025 United States
Respondee	Benjamin Tvizer
Respondee Title	CEO
Phone	310-810-7319
Email	bids@estatednc.com
Vendor Type	CADIR
License #	1075658

Bid Detail

Bid Format	Electronic
Submitted	05/14/2025 6:56 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	428942
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
FINAL_Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25 (1).pdf	FINAL_Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25 (1).pdf	Bid Form
Copy of 20250414140943595 Attachment A_Company Info Sheet.pdf	Copy of 20250414140943595 Attachment A_Company Info Sheet.pdf	Attachment A: Company Information Sheet
Final_Attachment B_Addendum to PO.pdf	Final_Attachment B_Addendum to PO.pdf	Attachment B: Addendum to PO
Copy of 20250414140945209 Attachment C_W9.pdf	Copy of 20250414140945209 Attachment C_W9.pdf	Attachment C: Company W-9
BAFO		

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$81,960.0000		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$5,000.0000	$5,000.0000	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$22,000.0000	$22,000.0000	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$2,500.0000	$2,500.0000	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$11,500.0000	$11,500.0000	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$12,400.0000	$12,400.0000	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$1,600.0000	$1,600.0000	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$3,800.0000	$3,800.0000	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$13,000.0000	$13,000.0000	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$220.0000	$660.0000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$1,000.0000	$2,000.0000	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$7,500.0000	$7,500.0000	Yes	
SNACK BAR AREA							$12,610.0000		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$1,600.0000	$1,600.0000	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$1,500.0000	$4,500.0000	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,300.0000	$1,300.0000	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$150.0000	$600.0000	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,210.0000	$1,210.0000	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$1,200.0000	$1,200.0000	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$2,200.0000	$2,200.0000	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$6,200.0000		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$4,000.0000	$4,000.0000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$2,200.0000	$2,200.0000	Yes	
BID ALTERNATE 2 (Storage Room)							$11,100.0000		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$2,000.0000	$2,000.0000	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$7,000.0000	$7,000.0000	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$2,100.0000	$2,100.0000	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$81,960.0000**
SNACK BAR AREA	**$12,610.0000**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$6,200.0000**
BID ALTERNATE 2 (Storage Room)	**$11,100.0000**
Grand Total	**$111,870.0000**

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

EXHIBIT "2"
BID FORM

TO: San Bernardino International Airport Authority, acting by and through its Governing Board, herein called the "AGENCY."

FROM: Estate Design and Construction
(Proper Name of Bidder)

1. Pursuant to and in compliance with the Request for Proposals and the other documents relating thereto, the undersigned Bidder, having familiarized himself/herself with the terms of the Contract and the Contract Documents, the local conditions affecting the performance of the Contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the Work of the Contract, including all of its component parts, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; the furnishing of tools, equipment, supplies, transportation, utilities, facilities, labor, superintendence and services required to perform and complete the work; bonds, insurance and submittals; and including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, including its acceptance by the AGENCY.

2. ADDENDA: The Contractor shall acknowledge via the PlanetBids website the issuance of all Addenda.

3. BID SCHEDULE ITEMS: See next page.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

BID SCHEDULE ITEMS

SCOPE OF WORK	QTY	UNIT	UNIT COST	FEE
KITCHEN AREA				
1. Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	1	LS	$ 5,000.00	$ 5,000.00
2. Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	1	LS	$ 22,000.00	$ 22,000.00
3. Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	1	LS	$ 2,500.00	$ 2,500.00
4. Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 ½"-4" (TBD)	1	LS	$ 11,500.00	$ 11,500.00
5. Supply and install new floor tiles in entire room, per Sheet SK3-2.	1	LS	$ 12,400.00	$ 12,400.00
6. Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	1	LS	$ 1,600.00	$ 1,600.00
7. Supply and install new ceiling tiles, per Sheet SK3-2.	1	LS	$ 3,800.00	$ 3,800.00
8. Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	1	LS	$ 13,000.00	$ 13,000.00
9. Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	3	EA	$ 220.00	$ 660.00
10. Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	2	EA	$ 1,000.00	$ 2,000.00
11. Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	1	LS	$ 7,500.00	$ 7,500.00
SNACK BAR AREA				
12. Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	1	LS	$ 1,600.00	$ 1,600.00
13. Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	3	EA	$ 1,500.00	$ 4,500.00
14. Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	1	LS	$ 1,300.00	$ 1,300.00
15. Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	4	EA	$ 150.00	$ 600.00

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

16. Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	1	LS	$ 1,210.00	$ 1,210.00
17. Align existing cabinet doors, supply and install new hinges as needed, to match existing.	1	LS	$ 1,200.00	$ 1,200.00
18. Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	1	LS	$ 2,200.00	$ 2,200.00
Bid Alternate No. 1 (Snack Bar Stone Top)				
19. **In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	1	LS	$ 4,000.00	$ 4,000.00
20. **Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	1	LS	$ 2,200.00	$ 2,200.00
Bid Alternate No. 2 (Storage Room)				
21. **Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	1	LS	$ 2,000.00	$ 2,000.00
22. **Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	1	LS	$ 7,000.00	$ 7,000.00
23. **Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	1	LS	$ 2,100.00	$ 2,100.00
			GRAND TOTAL:	**$ 111,870.00**

NOTE: ** Indicates possible Bid Alternate Items.

INCLUSIONS:

The following items are to be made part of the original scope of work, as well as any applicable bid alternates, and must be included in the Contractor's total bid cost.

- **Provide a dedicated staging area. It is critical to keep the site clean daily as the establishment operates continuously, 24 hours a day.**
- Drywall patching and repairs, as needed throughout, to obtain wall's original level 5 smooth finish.
- Electrical capping and modifications, as needed throughout, to accommodate new millwork layouts and all appliances. Including modification to one soffit light in Kitchen Area.
- Plumbing capping and modifications, as needed throughout, to accommodate new millwork layouts and all appliances.
- Relocation of HVAC ducts, supplies, and vents, as needed at washer & dryer area, to accommodate the new layout.
- Contractor to remove all existing Owner appliances.
- Contractor to reinstall all new and existing Owner appliances.
- Existing fire extinguisher cabinet relocation in Kitchen area.
- Supply bumpers on all cabinet doors and drawers throughout.
- A full submittal package will be required for all scope of work items.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

TOTAL AMOUNT OF BASE BID (NOT INCLUDING BID ALTERNATE ITEMS)

$ 94,570.00

$USD (TOTAL BID AMOUNT IN NUMBERS)

Ninety four thousand five hundred seventy dollars

(TOTAL BID AMOUNT WRITTEN)

TOTAL AMOUNT OF BID (INCLUDING BID ALTERNATE ITEMS)

$ 111,870.00

$USD (TOTAL BID AMOUNT IN NUMBERS)

One hundred eleven thousand eight hundred seventy dollars

(TOTAL BID AMOUNT WRITTEN)

The total of all bid item values listed above must equal the total base bid listed above on Bid Form (written in numbers and words). In the case of a discrepancy between mathematical calculations listed in the bid items and the actual total, the amount shown in Bid Amounts shall govern for the basis of determining low bidder.

The undersigned Bidder agrees to achieve Final Completion of the Work and all Major Milestones within the Contract Time set forth in the Contract Documents.

4. TIME FOR COMPLETION: The entire Project shall be completed within **90 consecutive calendar days for the base bid.** Bidder acknowledges liability for liquidated damages in the amount as stipulated herein for each calendar day of delay.

5. AGENCY'S R GHT TO REJECT: It is understood that the AGENCY reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of **one hundred and twenty (120) days**.

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

The undersigned declares and certifies under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Estate Design and Construction

Name of Corporation, Partnership or Sole Proprietor

5601 W Slauson Ave, STE# 186, Culver City, CA 90230 / 310-810-7319

Address & Telephone

Benjamin S. Tvizer

Proper Name of Bidder Empowered to Sign on Behalf of the Corporation, Partnership or Sole Proprietor

Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers of agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her name and signature shall be placed above.

ATTACHMENT "A"

COMPANY INFORMATION SHEET

DECLARATION

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

Completed and executed this 12th [day] day of May [month], 2024, in Culver City [city], California [state].

By: _____

Print Name: Benjamin S. Tvizer

Print Title: CEO

LEGAL NAME OF COMPANY: Estate Design and Construction

ADDRESS: 5601 W Slauson Ave, STE# 186, Culver City, CA 90230

TELEPHONE: 310-810-7319 FAX: N/A

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

California

PRINCIPALS/OFFICERS/PARTNERS/OWNERS OF COMPANY

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

Name	Title
Benjamin S. Tvizer	CEO

[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
Benjamin Tvizer	CEO

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
Benjamin S. Tvizer	CEO

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

ATTACHMENT "B"

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

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

DEFINITIONS:

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

Contractor name: Estate Design and Construction
Place of Business: 5601 W Slauson Ave, STE# 186, Culver City, CA 90230
License Number: 1075658

Subcontractor name: N/A
Place of Business:
License Number:

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

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

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

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

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

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

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

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

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

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

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

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

12. Miscellaneous Provisions:

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

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

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

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

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

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

CONTRACTOR

Signature: _____ Executed As-of: May 13, 2025

Name: Benjamin Tvizer

Exhibit "A"

FAA Contract Provisions for Construction Purchase Orders

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

1. ACCESS TO RECORDS AND REPORTS

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

2. TITLE VI – NONDISCRIMINATION PROVISIONS

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

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

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

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin

(including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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

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

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the SBIAA will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the SBIAA or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the SBIAA to enter into any litigation to protect the interests of the SBIAA. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3. COPELAND "ANTI-KICKBACK" ACT

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

4. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

If Applicable: CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

5. TEXTING WHEN DRIVING

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

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

6. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

7. EQUAL OPPORTUNITY CLAUSE

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

8. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. MODEL SOLICITATION CLAUSE

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

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

10. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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

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

13. PROHIBITION OF SEGREGATED FACILITIES

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

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

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

14. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

Certifications

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

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

Note

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

Term Definitions

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

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

16. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENTCONTRACTS)

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

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

Owner agrees to pay Contractor for:

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

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

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

17. TERMINATION FOR CAUSE (CONSTRUCTION)

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

18. TERMINATION FOR CAUSE (EQUIPMENT)

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

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

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

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

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

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

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

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

19. VETERAN'S PREFERENCE

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

20. FAA BUY AMERICAN PREFERENCE

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

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

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

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

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

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

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

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

Required Documentation

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

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

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

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

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

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

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

ATTACHMENT "C"

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Estate Design and Construction

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

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

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

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
5601 W Slauson Ave, STE# 186

Requester's name and address (optional)

6 City, state, and ZIP code
Culver City, CA 90230

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

or

Employer identification number
86 - 3261690

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ May 13, 2025

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME: Brandon Seidel	
Prosource Insurance Services 4625 Acacia Ave. La Mesa CA 91941	PHONE (A/C, No, Ext): (619) 469-9600	FAX (A/C, No):
	E-MAIL ADDRESS: service@prosourceia.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Compensation Insurance Fund	35076
INSURED Estate Design And Construction, Inc. 1902 Westwood Blvd., Ste. 215 Los Angeles, CA 90025	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9365352-2024	8/18/2024	8/18/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Cancellation 10 days non-payment; 30 days all other.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ESTATE DESIGN AND CONSTRUCTIONINC
ESTATE DESIGN AND CONSTRUCTIONINC
1902 Westwood Boulevard
215
Los Angeles, CA 90025

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N9BP624635	09/05/2024	09/05/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

Additional Named Insured:ESTATE DESIGN AND CONSTRUCTIONINC

CERTIFICATE HOLDER

ESTATE DESIGN AND CONSTRUCTIONINC
1902 Westwood Boulevard
215
Los Angeles, CA 90025-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE 05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER ONLINE GENERAL INSURANCE SERVICES LLC 19013 Ventura Blvd Ste 1 Tarzana, CA 91356-3213	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **EMAIL ADDRESS:** **INSURER(S) AFFORDING COVERAGE** **NAIC#** **INSURER A:** Infinity Select Insurance Company 20260
INSURED ESTATE DESIGN AND CONSTRUCTION INC 845 14th St Apt 2 Santa Monica, CA 90403	**INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☐	**COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☐	☐				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
X	**AUTOMOBILE LIABILITYAUTOMOBILE** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY X SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	50015411401	02/06/2025	08/06/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Project Number:

Vehicle:

CERTIFICATE HOLDER

City of Morgan Hill

17575 Peak Avenue

Morgan Hill, CA 95037

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bid Results

Bidder Details

Vendor Name	R&L Group Inc.
Address	39 Spinnaker irvine, California 92614 United States
Respondee	Armin Behravan
Respondee Title	President
Phone	310-850-9375
Email	armin@rlgroupinc.com
Vendor Type	CADIR
License #	958683

Bid Detail

Bid Format	Electronic
Submitted	05/14/2025 7:32 AM (PDT)
Delivery Method	Electronic
Bid Responsive	
Bid Status	Submitted
Confirmation #	429677
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Bid Form
Attachment A.pdf	Attachment A.pdf	Attachment A: Company Information Sheet
Attachment B_Addendum to PO.pdf	Attachment B_Addendum to PO.pdf	Attachment B: Addendum to PO
Attachment C_W9.pdf	Attachment C_W9.pdf	Attachment C: Company W-9

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$132,895.0000		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$6,850.0000	$6,850.0000	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$49,770.0000	$49,770.0000	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$7,420.0000	$7,420.0000	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$17,190.0000	$17,190.0000	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$11,860.0000	$11,860.0000	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$2,740.0000	$2,740.0000	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$4,275.0000	$4,275.0000	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$10,550.0000	$10,550.0000	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$150.0000	$450.0000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$7,310.0000	$14,620.0000	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$7,170.0000	$7,170.0000	Yes	
SNACK BAR AREA							$8,875.0001		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$1,520.0000	$1,520.0000	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$991.6667	$2,975.0001	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,240.0000	$1,240.0000	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$245.0000	$980.0000	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,240.0000	$1,240.0000	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$370.0000	$370.0000	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$550.0000	$550.0000	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$11,000.0000		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$7,800.0000	$7,800.0000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$3,200.0000	$3,200.0000	Yes	
BID ALTERNATE 2 (Storage Room)							$45,930.0000		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$2,430.0000	$2,430.0000	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$38,640.0000	$38,640.0000	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$4,860.0000	$4,860.0000	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$132,895.0000**
SNACK BAR AREA	**$8,875.0001**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$11,000.0000**
BID ALTERNATE 2 (Storage Room)	**$45,930.0000**
Grand Total	**$198,700.0001**

Bid Results

Bidder Details

Vendor Name	J. Peace Builders
Address	414 E Rialto Ave Ste B San Bernardino, California 92408 United States
Respondee	Jonathan Peace
Respondee Title	CEO
Phone	909-336-8614
Email	jp_buildersinc@aol.com
Vendor Type	CADIR, HIS, MALE
License #	1073588

Bid Detail

Bid Format	Electronic
Submitted	05/14/2025 8:08 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	429687
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Form.pdf	Bid Form.pdf	Bid Form
Company Info .pdf	Company Info .pdf	Attachment A: Company Information Sheet
Addendum To PO.pdf	Addendum To PO.pdf	Attachment B: Addendum to PO
W9.pdf	W9.pdf	Attachment C: Company W-9

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$119,093.0000		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$11,700.0000	$11,700.0000	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$35,540.0000	$35,540.0000	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$5,435.0000	$5,435.0000	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$12,797.0000	$12,797.0000	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$11,040.0000	$11,040.0000	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$3,488.0000	$3,488.0000	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$15,100.0000	$15,100.0000	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$7,665.0000	$7,665.0000	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$535.0000	$1,605.0000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$3,150.0000	$6,300.0000	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$8,423.0000	$8,423.0000	Yes	
SNACK BAR AREA							$17,595.0000		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$1,300.0000	$1,300.0000	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$3,150.0000	$9,450.0000	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,475.0000	$1,475.0000	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$535.0000	$2,140.0000	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,500.0000	$1,500.0000	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$975.0000	$975.0000	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$755.0000	$755.0000	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$10,358.0000		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$6,398.0000	$6,398.0000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$3,960.0000	$3,960.0000	Yes	
BID ALTERNATE 2 (Storage Room)							$52,566.0000		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$5,850.0000	$5,850.0000	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$42,505.0000	$42,505.0000	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$4,211.0000	$4,211.0000	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$119,093.0000**
SNACK BAR AREA	**$17,595.0000**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$10,358.0000**
BID ALTERNATE 2 (Storage Room)	**$52,566.0000**
Grand Total	**$199,612.0000**

Bid Results

Bidder Details

Vendor Name	Leonida Builders inc
Address	32023 Crown valley road Acton, California 93510 United States
Respondee	Panagiotis Leonida
Respondee Title	President
Phone	909-275-3354
Email	panikos@leonidabuilders.com
Vendor Type	NONE, NM, MALE
License #	896772

Bid Detail

Bid Format	Electronic
Submitted	05/14/2025 9:46 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	429716
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Bid Form
250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Attachment A: Company Information Sheet
250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Attachment B: Addendum to PO
250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	250514 Executed- Bid_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Attachment C: Company W-9

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$145,400.0000		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$12,000.0000	$12,000.0000	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$75,000.0000	$75,000.0000	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$6,000.0000	$6,000.0000	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$13,000.0000	$13,000.0000	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$16,500.0000	$16,500.0000	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$3,400.0000	$3,400.0000	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$6,000.0000	$6,000.0000	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$4,500.0000	$4,500.0000	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$500.0000	$1,500.0000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$1,500.0000	$3,000.0000	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$4,500.0000	$4,500.0000	Yes	
SNACK BAR AREA							$37,200.0000		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$16,000.0000	$16,000.0000	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$800.0000	$2,400.0000	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$6,000.0000	$6,000.0000	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$500.0000	$2,000.0000	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,000.0000	$1,000.0000	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$800.0000	$800.0000	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$9,000.0000	$9,000.0000	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$17,000.0000		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$14,000.0000	$14,000.0000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$3,000.0000	$3,000.0000	Yes	
BID ALTERNATE 2 (Storage Room)							$40,500.0000		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$4,000.0000	$4,000.0000	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$32,000.0000	$32,000.0000	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$4,500.0000	$4,500.0000	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$145,400.0000**
SNACK BAR AREA	**$37,200.0000**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$17,000.0000**
BID ALTERNATE 2 (Storage Room)	**$40,500.0000**
Grand Total	**$240,100.0000**

Bid Results

Bidder Details

Vendor Name	BCM Group, Inc
Address	9339 Feron Blvd Rancho Cucamonga, California 91730 United States
Respondee	Selena Casas
Respondee Title	Vice President/ COO
Phone	909-527-3820
Email	bidding@bcmg.us
Vendor Type	CADIR
License #	968356

Bid Detail

Bid Format	Electronic
Submitted	05/14/2025 9:52 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	429724
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
20250414140943151 Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	20250414140943151 Bid Form_Luxivair_Kitchen & Snack Bar_04-14-25.pdf	Bid Form
20250414140943595 Attachment A_Company Info Sheet.pdf	20250414140943595 Attachment A_Company Info Sheet.pdf	Attachment A: Company Information Sheet
20250414140943595 Attachment A_Company Info Sheet.pdf	20250414140943595 Attachment A_Company Info Sheet.pdf	Attachment B: Addendum to PO
20250414140945209 Attachment C_W9.pdf	20250414140945209 Attachment C_W9.pdf	Attachment C: Company W-9
		BAFO

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$164,311.0600		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$19,876.8800	$19,876.8800	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$50,750.0800	$50,750.0800	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$7,898.0800	$7,898.0800	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$20,358.8800	$20,358.8800	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$13,989.8100	$13,989.8100	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$8,589.8100	$8,589.8100	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$6,434.8600	$6,434.8600	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$11,500.6700	$11,500.6700	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$2,483.1000	$7,449.3000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$4,683.4400	$9,366.8800	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$8,095.8100	$8,095.8100	Yes	
SNACK BAR AREA							$53,604.1500		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$9,869.6800	$9,869.6800	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$3,298.2900	$9,894.8700	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$8,166.8800	$8,166.8800	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$1,618.1200	$6,472.4800	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$7,875.2800	$7,875.2800	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$5,549.6800	$5,549.6800	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$5,775.2800	$5,775.2800	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$15,254.0700		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$11,529.6000	$11,529.6000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$3,724.4700	$3,724.4700	Yes	
BID ALTERNATE 2 (Storage Room)							$67,975.2100		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$5,245.1700	$5,245.1700	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$60,237.4800	$60,237.4800	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$2,492.5600	$2,492.5600	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$164,311.0600**
SNACK BAR AREA	**$53,604.1500**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$15,254.0700**
BID ALTERNATE 2 (Storage Room)	**$67,975.2100**
Grand Total	**$301,144.4900**

Bid Results

Bidder Details

Vendor Name	AYUOMA HOUSE PLANNING COMPANY
Address	509 W. MADISON AVE 16 EL CAJON, California 92020 United States
Respondee	Jeffrie Deno
Respondee Title	manager
Phone	619-456-8979
Email	jeff@ayumaplanning.com
Vendor Type	SAM
License #	1080702

Bid Detail

Bid Format	Electronic
Submitted	05/13/2025 9:21 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	427710
Ranking	0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
bid document.pdf	bid document.pdf	Bid Form
TYPE OF BUSINESS (Check One)_A.pdf	TYPE OF BUSINESS (Check One)_A.pdf	Attachment A: Company Information Sheet
20250414140944018 Attachment B_Addendum to PO.pdf	20250414140944018 Attachment B_Addendum to PO.pdf	Attachment B: Addendum to PO
Part 5 (Attachments) C.pdf	Part 5 (Attachments) C.pdf	Attachment C: Company W-9

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
KITCHEN AREA							$205,476.4800		
1	1		Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$16,362.0000	$16,362.0000	Yes	
2	2		Supply and install new cabinets, per Architect's Millwork Package, Sheet SK3-1 & SK3-2. - Provide a full set of millwork shop drawings, to align with Architect's Millwork Package, for approval by the Agency.	LS	1	$35,270.1000	$35,270.1000	Yes	
3	3		Supply and install all necessary millwork hardware, including: - Soft close hinges (concealed, European style). - Soft / self-closing drawer slides. - Bar pull handles.	LS	1	$10,188.1800	$10,188.1800	Yes	
4	4		Supply and install new countertops, per Sheet SK3-1. - Cut and smooth all countertop openings. - Supply and install countertop backsplash at all new countertop areas. - Backsplash height: 2 "-4" (TBD)	LS	1	$21,465.0000	$21,465.0000	Yes	
5	5		Supply and install new floor tiles in entire room, per Sheet SK3-2.	LS	1	$34,020.0000	$34,020.0000	Yes	
6	6		Supply and install tile baseboard in entire room. - Base height: 6" (to match new floor tile).	LS	1	$4,633.2000	$4,633.2000	Yes	
7	7		Supply and install new ceiling tiles, per Sheet SK3-2.	LS	1	$10,584.0000	$10,584.0000	Yes	
8	8		Supply and install the following plumbing fixtures, including all new pipes, drains, supply lines, etc. - Undermount double bowl sink, garbage disposal, and sink faucet at Kitchen counter (see SK3-1 for sink and faucet details). - Undermount single sink and sink faucet at handwash counter (see SK3-1 for sink and faucet details).	LS	1	$30,051.0000	$30,051.0000	Yes	
9	9		Supply and install new square grommet hole, statin stainless steel (SSS) at handwash counter.	EA	3	$1,701.0000	$5,103.0000	Yes	
10	10		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new microwave. - The electrical panel is in Room 119, see AS-BUILT Plans, Sheet A2.4.	EA	2	$11,340.0000	$22,680.0000	Yes	
11	11		Paint the following by applying two coats of finish: - All walls, ceilings, ceiling soffits, and trim work (color & finish TBD). - One door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$15,120.0000	$15,120.0000	Yes	
SNACK BAR AREA							$78,165.0000		
12	12		Modify existing millwork to accommodate three new Owner supplied 24" built-in beverage mini fridges, per Sheet SK3-3.	LS	1	$1,620.0000	$1,620.0000	Yes	
13	13		Supply and install dedicated electrical circuits, including all wiring and conduit, for each new beverage mini fridge.	EA	3	$19,440.0000	$58,320.0000	Yes	
14	14		Modify far left cabinet to accommodate two recycling trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$1,215.0000	$1,215.0000	Yes	
15	15		Cut and smooth countertop openings and install square grommet hole, statin stainless steel (SSS).	EA	4	$3,888.0000	$15,552.0000	Yes	
16	16		Modify the left cabinet, next to the existing sink, to accommodate two trash bins that pull out for easy dumping access. Pull out to mount to the door face.	LS	1	$810.0000	$810.0000	Yes	
17	17		Align existing cabinet doors, supply and install new hinges as needed, to match existing.	LS	1	$243.0000	$243.0000	Yes	
18	18		Supply and install new bar pull handles for all cabinet doors, per Sheet SK3-3.	LS	1	$405.0000	$405.0000	Yes	
BID ALTERNATE 1 (Snack Bar Stone Top)							$19,116.0000		
19	19		**In the event existing snack bar stone top cannot be modified, replace existing stone top with new to match existing.	LS	1	$6,885.0000	$6,885.0000	Yes	
20	20		**Supply and install a new sink and faucet, including all necessary pipes, drains, supply lines, etc. (see SK3-4 for sink and faucet details).	LS	1	$12,231.0000	$12,231.0000	Yes	
BID ALTERNATE 2 (Storage Room)							$130,318.2000		
21	21		**Demo all existing millwork, counter tops, sinks, plumbing fixtures, tile flooring, tile base, and ceiling T-bar tiles. Haul and dispose of all construction debris.	LS	1	$9,180.0000	$9,180.0000	Yes	
22	22		**Supply and install all new: - Cabinets, per SK3-4 and hardware (same base scope). - Countertops, per SK3-4, including cut and smooth for sink opening. - Sink and faucet, per SK3-4, including all necessary pipes, drains, supply lines, etc. - Floor tiles, per Sheet SK3-2. - Tile baseboard (base height: 6") - Ceiling tiles, per Sheet SK3-2.	LS	1	$106,018.2000	$106,018.2000	Yes	
23	23		**Paint the following by applying two coats of finish: - All walls, ceiling soffits, and trim work (color & finish TBD). - Door jamb (color & finish to match existing). - All existing steel beams (color & finish TBD).	LS	1	$15,120.0000	$15,120.0000	Yes	

Line Item Subtotals

Section Title	Line Total
KITCHEN AREA	**$205,476.4800**
SNACK BAR AREA	**$78,165.0000**
BID ALTERNATE 1 (Snack Bar Stone Top)	**$19,116.0000**
BID ALTERNATE 2 (Storage Room)	**$130,318.2000**
Grand Total	**$433,075.6800**

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 11** **PRESENTER: Mark Gibbs, Director of Aviation**

SUBJECT: **APPROVE AWARD OF A CONSTRUCTION CONTRACT WITH CR CONTRACTING, LLC IN AN AMOUNT NOT TO EXCEED $2,427,059 FOR THE SLURRY SEAL AND AIRFIELD PAINTING PROJECT; SUBJECT TO FINAL GRANT AWARD BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION (FAA)**

SUMMARY

The Slurry Seal and Airfield Painting Project involves repairing asphalt pavement cracks, applying emulsified asphalt slurry seal to runway and taxiway shoulder areas, and surveying and installing pavement markings on taxiways and certain ramp areas to ensure conformance with current FAA design standards. This project is subject to a final grant award by the Federal Aviation Administration (FAA) through the Airport Improvement Program (AIP).

RECOMMENDED ACTION(S)

Approve the award of a construction contract with CR Contracting, LLC in an amount not to exceed $2,427,059 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 construction contract will be included in the then adjusted San Bernardino International Airport Authority (SBIAA) Fiscal Year 2024-25 Budget in the amount of $3,275,708, of which $2,427,059 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 February 26, 2025, 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. Of the ten (10) prime contractors that showed interest in this project, one (1) qualified contractor submitted sealed bids on May 6, 2025. The responsive bid was reviewed and found to be responsive with the bid requirements and was consistent with the Engineer's estimate for this construction 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.

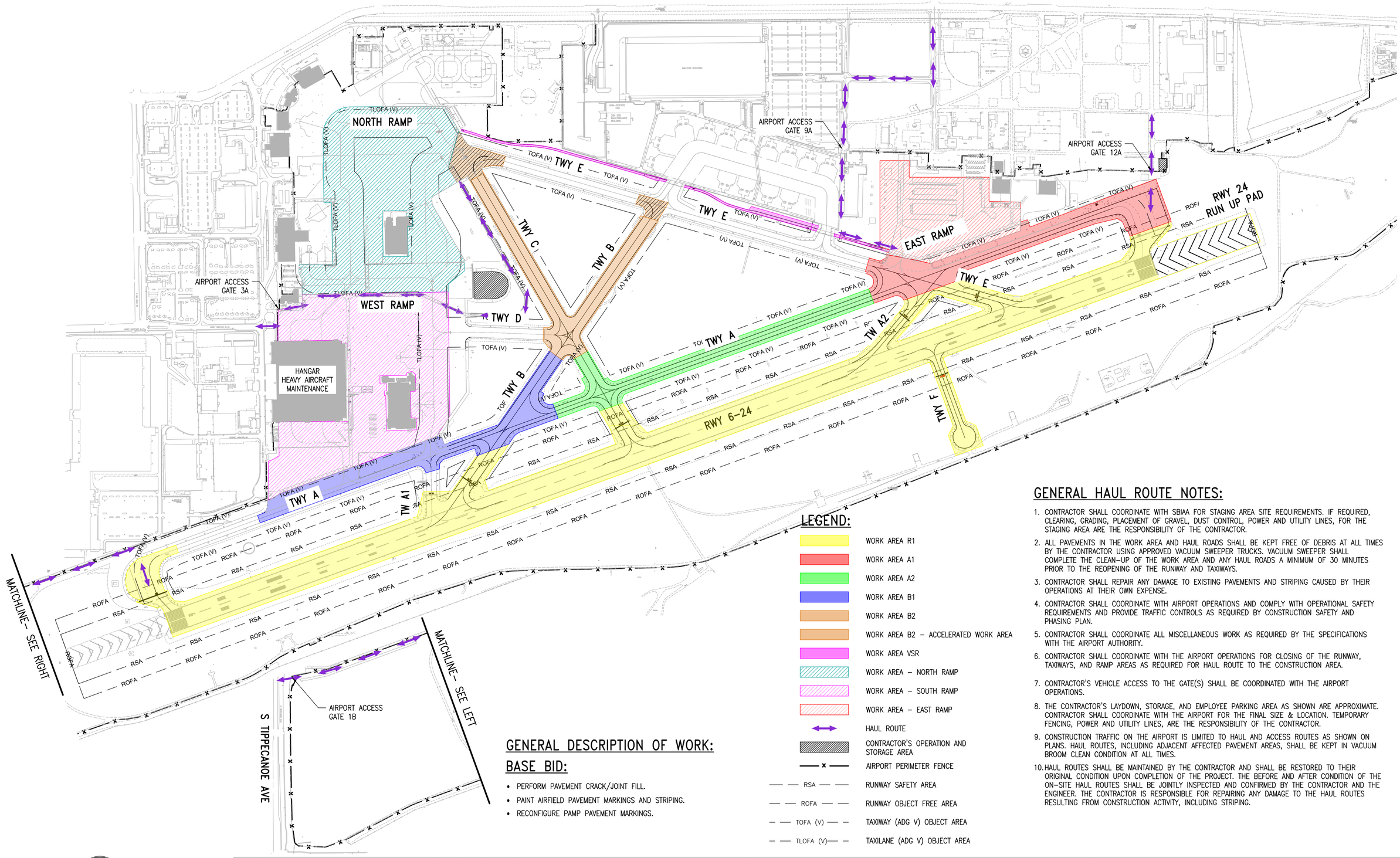
Staff requests the SBIAA Commission award a construction contract to CR Contracting, LLC in the amount of $2,427,059, subject to a final grant award from the FAA.

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

Staff recommends the Commission approve the above actions.

Attachments:

1. Project Site Plan
2. Form of Project Contract



GENERAL DESCRIPTION OF WORK:

BASE BID:

- PERFORM PAVEMENT CRACK/JOINT FILL.
- PAINT AIRFIELD PAVEMENT MARKINGS AND STRIPING.
- RECONFIGURE PAMP PAVEMENT MARKINGS.

LEGEND:

- WORK AREA R1
- WORK AREA A1
- WORK AREA A2
- WORK AREA B1
- WORK AREA B2
- WORK AREA B2 – ACCELERATED WORK AREA
- WORK AREA VSR
- WORK AREA – NORTH RAMP
- WORK AREA – SOUTH RAMP
- WORK AREA – EAST RAMP
- HAUL ROUTE
- CONTRACTOR'S OPERATION AND STORAGE AREA
- AIRPORT PERIMETER FENCE
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TOFA (V) — TAXIWAY (ADG V) OBJECT AREA
- TLOFA (V) — TAXILANE (ADG V) OBJECT AREA

GENERAL HAUL ROUTE NOTES:

1. CONTRACTOR SHALL COORDINATE WITH SBIAA FOR STAGING AREA SITE REQUIREMENTS. IF REQUIRED, CLEARING, GRADING, PLACEMENT OF GRAVEL, DUST CONTROL, POWER AND UTILITY LINES, FOR THE STAGING AREA ARE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ALL PAVEMENTS IN THE WORK AREA AND HAUL ROADS SHALL BE KEPT FREE OF DEBRIS AT ALL TIMES BY THE CONTRACTOR USING APPROVED VACUUM SWEEPER TRUCKS. VACUUM SWEEPER SHALL COMPLETE THE CLEAN–UP OF THE WORK AREA AND ANY HAUL ROADS A MINIMUM OF 30 MINUTES PRIOR TO THE REOPENING OF THE RUNWAY AND TAXIWAYS.
3. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING PAVEMENTS AND STRIPING CAUSED BY THEIR OPERATIONS AT THEIR OWN EXPENSE.
4. CONTRACTOR SHALL COORDINATE WITH AIRPORT OPERATIONS AND COMPLY WITH OPERATIONAL SAFETY REQUIREMENTS AND PROVIDE TRAFFIC CONTROLS AS REQUIRED BY CONSTRUCTION SAFETY AND PHASING PLAN.
5. CONTRACTOR SHALL COORDINATE ALL MISCELLANEOUS WORK AS REQUIRED BY THE SPECIFICATIONS WITH THE AIRPORT AUTHORITY.
6. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT OPERATIONS FOR CLOSING OF THE RUNWAY, TAXIWAYS, AND RAMP AREAS AS REQUIRED FOR HAUL ROUTE TO THE CONSTRUCTION AREA.
7. CONTRACTOR'S VEHICLE ACCESS TO THE GATE(S) SHALL BE COORDINATED WITH THE AIRPORT OPERATIONS.
8. THE CONTRACTOR'S LAYDOWN, STORAGE, AND EMPLOYEE PARKING AREA AS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE WITH THE AIRPORT FOR THE FINAL SIZE & LOCATION. TEMPORARY FENCING, POWER AND UTILITY LINES, ARE THE RESPONSIBILITY OF THE CONTRACTOR.
9. CONSTRUCTION TRAFFIC ON THE AIRPORT IS LIMITED TO HAUL AND ACCESS ROUTES AS SHOWN ON PLANS. HAUL ROUTES, INCLUDING ADJACENT AFFECTED PAVEMENT AREAS, SHALL BE KEPT IN VACUUM BROOM CLEAN CONDITION AT ALL TIMES.
10. HAUL ROUTES SHALL BE MAINTAINED BY THE CONTRACTOR AND SHALL BE RESTORED TO THEIR ORIGINAL CONDITION UPON COMPLETION OF THE PROJECT. THE BEFORE AND AFTER CONDITION OF THE ON–SITE HAUL ROUTES SHALL BE JOINTLY INSPECTED AND CONFIRMED BY THE CONTRACTOR AND THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO THE HAUL ROUTES RESULTING FROM CONSTRUCTION ACTIVITY, INCLUDING STRIPING.

0 200' 400' 800'

SCALE: 1"=400'

MARK	REVISIONS	BY	APPR.	DATE

REGISTERED PROFESSIONAL ENGINEER — DUKE S. YOUNG — No. C69209 — Exp. 6/30/16 — CIVIL — STATE OF CALIFORNIA

PREPARED BY

AECOM
AECOM
999 TOWN & COUNTRY ROAD
ORANGE, CALIFORNIA 92868
T: 714.567.2400
F: 714.567.2729
www.aecom.com

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

APPROVED BY: _____ 03/19/25 DATE

APPROVED BY: _____ DATE

SAN BERNARDINO INTERNATIONAL AIRPORT

SLURRY SEAL AND AIRFIELD PAINTING PROJECT

GENERAL PROJECT PLAN CONTRACTORS STAGING & HAUL ROUTE PLAN

DATE 3/19/25

DRAWING NUMBER PH–101

SHEET NUMBER 07 OF 63

DWG Name: C:\Users\hao.tu\Box\60738461_SBD Shldr Slurry and Paint\900_CAD_GIS\910_CAD\20_Sheets\ PH–101.dwg
CAD Generated: Mar 21, 2025 – 2:00pm User: hao.tu

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract") is made and entered into this _____day of_____, 20____, by and between San Bernardino International Airport Authority (referred to herein as the "Owner" or the Agency") and **C.R Contracting LLC** (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and includes: the Notice Inviting Bids, the Contract, Instructions to Bidders, the accepted Bidder's Proposal, the Bidding Schedule, the Noncollusion Affidavit, the Certification of Insurance Coverage, the Equal Employment Opportunity Certification, the Clean Air and Water Pollution Control Certification, DBE Contract Goals and Certifications, Certificate Regarding No Suspension and Debarment from Bidding on Public Works Contracts, Trade Restriction Certificate, Certificate and Designation of Subcontractors, Certification Relating to Campaign Contributions, the Performance Bond, the Labor and Material Bond, the General Conditions, the Special Conditions, the Detail Specifications, any Addendums, the complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a good and workerlike manner as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

San Bernardino International Airport
SLURRY SEAL AND AIRFIELD PAINTING PROJECT

3. CONTRACT PRICE.

The Agency agrees to pay, and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation, to-wit: Amounts as determined by applying unit prices contained in the Contractor's Bid Schedule to the actual quantities used for the Project.

For the purpose of fixing the amount of bonds referred to in Paragraph 23 of the Instructions to Bidders, Page BD-17, it is estimated by both Parties that the total contract price is based on the Contractor's Base Bid amount.

4. CONTRACTOR LICENSE.

Contractor must possess a **CLASS "A" OR CLASS "C-32"** issued by the State of California, which is current and in good standing.

If Contractor is a corporation or other legal entity, the undersigned hereby represents and warrants that such entity is duly formed in good standing, and authorized to conduct business In the State of California, and that_____whose title is_____, is authorized to act for and bind the corporation.

5. PAYMENT.

Based upon Applications for Payment submitted by the Contractor and Certificates for Payment the Agency shall make progress payments to Contractor on all undisputed amounts with in thirty (30) days after receipt of supporting documents as provided in Article 9 of the General Conditions.

Pursuant to Public Contract Code 7201 the retention amount withheld is five percent (5%) of the total value of the contract or work performed. Pursuant to Public Contract Code Section 22300, CONTRACTOR has the option to deposit securities with an escrow agent approved by the AGENCY as a substitute for retention earnings withheld by the AGENCY to ensure performance.

Final payment, constituting the entire unpaid balance of the contract price together with all retentions shall be paid by the Agency to the Contractor in accordance with Article 9 of the General Conditions and will be paid within 60 days after completion of the Work as defined in California Public Contract Code § 7107.

6. TIME FOR COMPLETION.

For Base Bid only, all work under this contract shall be completed, in accordance with the construction phasing plans, within a period of **120 calendar days** from the date of the Contractor's receipt of Notice-to-Proceed from the Agency.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the Agency, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Agency, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the Agency setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the Agency's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents and Contractor specifically acknowledges that he has read and agrees to the provisions of Section 25 in the Special Requirements (page SR-9) relating to liquidated damages.

8. DAVIS-BACON REQUIREMENTS.

(1) Minimum Wages.

(1) All laborers and mechanics employed or working upon the site of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of subparagraph a.(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: ***Provided***, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(i) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Agency to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the Agency do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the Agency shall refer the questions, including the views of all interested parties and the recommendation of the Agency, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Agency or will notify the Agency within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs a.(2)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(3) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The

Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

b. Withholding. The Federal Aviation Administration or the Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal; Aviation Administration may, after written notice to the Contractor, Agency, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and Basic Records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Project. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal; Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the

employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the FAA is not such a party, the Contractor will submit them to the Agency for transmission to the FAA, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for prime contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(ii)(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(B) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph c.(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(2) The Contractor or subcontractor shall make the records required under paragraph c(1) of this section available for inspection, copying or transcription by authorized representatives of the Agency, the FAA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the FAA or Department of Labor may, after written notice to the Contractor, sponsor, applicant, or Agency, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure

to submit the required records upon request or to make such records available may be grounds for debarment of the Contractor or subcontractor pursuant to 29 CFR § 5.12.

d. Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination of the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and

Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

e. Compliance with Copeland Act Requirements. Contractor must comply with the supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Agency, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Agency must report any violations of the Act to the Federal Aviation Administration.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the FAA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

g. Contract Termination: Debarment. A breach of the contract clauses in paragraphs a through j. of this section 8 may be grounds for termination of the contract, and for the debarment as a Contractor or subcontractor as provided in 29 CFR § 5.12.

h. Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

i. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes provision of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Agency, the U.S. Department of Labor, or the employees or their representatives.

j. Certification of Eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(3) The penalty for making false statements or certifications in the making of this contract is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACTS REQUIREMENTS.

a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. of this clause, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District of to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. of this clause.

c. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. of this clause.

d. Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d of this clause.

10. VETERAN'S PREFERENCE.

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

11. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Title VI List of Pertinent 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.

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

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

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

(2) Cancelling, terminating, or suspending a contract, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

Bidders are advised that SBIAA has established an overall Disadvantaged Business Enterprise (DBE) race-neutral goal of 8.1% for all federally assisted contracts. This solicitation is subject to the DBE program in accordance with Title 49 CFR Part 26. SBIAA highly encourages bidders to make efforts to incorporate DBE participation into their teams.

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

a. Withholding monthly progress payments;

b. Assessing sanctions;

c. Liquidated damages; and/or

d. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)
The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from Agency. The Contractor 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 Agency. This clause applies to both DBE and non-DBE subcontractors.

Monitoring and Enforcement Mechanisms (49 CFR § 26.37);

If the prime contractor is a DBE firm and/or has proposed to utilize DBE firms, the prime contractor must submit monthly reports listing contract work awarded to and performed by DBE subcontractors/suppliers. The prime contractor will be required to complete and submit a Monthly DBE Report by the 25th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. The prime contractor will report the DBE's scope of work and the total subcontract value of commitment for each DBE reported.

Termination of DBE Subcontracts (49 CFR § 26.53(f));

The prime contractor 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 Agency. This includes, but is not limited to, instances in which the prime contractor 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.

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

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

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

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

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.

DBE Eligibility and Commercially Useful Function Standards (49 CFR § 26.55);

(1) A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.

(2) A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or suppliers or distribution, or as a trucking company.

(3) A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

(4) A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

(5) DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available at https://californiaucp.dbesystem.com/.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

14. INFORMATION AND REPORTS.

The Contractor shall provide all information and reports required by the Acts, the Regulations, or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency or the FAA to be pertinent to ascertain compliance with 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 this information, the Contractor shall so certify to the Agency or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

15. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Agency 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 Contractor under the contract until the Contractor complies, and/or

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

16. ACCESS TO RECORDS AND REPORTS.

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Agency, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than 3 years after the Agency makes final payment and all other pending matters are closed.

17. RIGHTS IN INVENTIONS.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Agency. Information regarding these rights is available from the FAA and the Agency.

18. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Agency will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Contract. Agency reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Agency elects to terminate the Contract. The Agency's notice will identify a specific date by which the Contractor must correct the breach indicated in the Agency's notice.

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

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

19. TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

(1) Contractor must immediately discontinue work as specified in the written notice.

(2) Terminate all subcontracts to the extent they relate to the work terminated under the notice.

(3) Discontinue orders for materials and services except as directed by the written notice.

(4) Deliver to the Agency all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

(5) Complete performance of the work not terminated by the notice.

(6) Take action as directed by the Agency to protect and preserve property and work related to this contract that Agency will take possession.

Agency agrees to pay Contractor for:

(1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

(2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

(3) Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

(4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

20. INCORPORATION OF PROVISIONS.

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

21. CONTRACTOR CLAIMS OF $375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the Agency, with a value of $375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications. A copy of California Public Contract Code Sections 20104 through 20104.6 is attached to this Contract.

22. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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.

(3) 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.

This certification is a material representation of 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.

23. GENERAL CIVIL RIGHTS PROVISIONS.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

24. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORTIES.

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. at 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).

25. ASSIGNMENT OF CERTAIN RIGHTS TO THE AGENCY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgement by the parties.

26. ENERGY CONSERVATION REQUIREMENTS

Contractor 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).

27. 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 subgrant.

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

28. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Current goals for minority participation for each trade should be referenced through the Department of Labor website at the following link:
https://www.dol.gov/sites/dolgov/files/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf

Goals for female participation in each trade: (6.9%)

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

c. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

d. As used in this notice and in the contract resulting from this solicitation, the "covered area" is State of California, County of San Bernardino, City of San Bernardino.

29. EQUAL OPPORTUNITY CLAUSE

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant

or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for 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.

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

30. PROHIBITION OF SEGREGATED FACILITIES

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

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

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

31. PROCUREMENT OF RECOVERED MATERIALS

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

(1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

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

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

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

(a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

(b) Fails to meet reasonable contract performance requirements; or

(c) Is only available at an unreasonable price.

32. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

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

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Agency, 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 U.S.C. § 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.

33. TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor

that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

34. 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.

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

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor Wage and Hour Division

35. 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.

36. REGISTRATION FOR PUBLIC WORKS AND CERTIFICATIONS

Contractor acknowledges that this is a contract for a "public work" and subject to applicable California prevailing wage requirements.

Contractor and all subcontractors are required to be registered and qualified pursuant to California Labor Code Section 1725.5 to perform work on public work projects at all times during the term of this Contract. Contractor certifies to Agency that Contractor and all subcontractors performing work on the project are registered and qualified to work on public works contracts.

Contractor shall post on the job site all notices as prescribed by applicable regulations.

37. CALIFORNIA PUBLIC WORKS PROJECT – PREVAILING WAGES

Contractor acknowledges that this is a Contract for a "public work " and subject to applicable California prevailing wage requirements. Except to the extent of any conflict with the requirements under the provisions of Section 8 of this Contract regarding compliance with the Davis-Bacon Act, all of the following provisions shall be applicable to this Contract:

a. Wage rates for this project shall be in accordance with the General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, et seq., for San Bernardino County. Wage rates shall conform to those posted in the Agency Office. If the wage rates under the determination of the Secretary of Labor as provided in Section 8 above are higher than the applicable California wage rates then the federal wage rates shall be applicable to the work under this Contract.

b. The following California Labor Code Sections are hereby referenced and made a part of this Contract and are set forth in detail in the General Conditions:

1. Section 1735, Anti-Discrimination Requirements.
2. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
3. Section 1776, Payroll Records.
4. Section 1777.5 and 1777.6, Apprenticeship Requirements.
5. Section 1810 and 1811, Working Hour Restrictions.
6. Section 1813, Penalty for Failure to Pay Overtime.
7. Section 1815, Overtime Pay.

c. Contractor shall comply with the requirements of Section 1771.4 of the California Labor Code to furnish directly to the Labor Commissioner on a monthly basis certified payroll records and other records specified in Section 1776 of the California Labor Code.

d. Contractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the Agency forfeit one hundred dollars ($100) per day under Labor Code 1776 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards ("DAS") or the Department of Labor Standards and Enforcement ("DLSE"), these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

e. Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

38. CLEAN AIR AND WATER POLLUTION CONTROL

Contractor 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 Contractor agrees to report any violation to the Agency immediately upon discovery. The Agency assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration

Contractor must include this requirement in all subcontracts that exceed $150,000.

39. HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to and does hereby indemnify, defend and hold harmless the Agency and each of their officers, agents, employees, and consultants (including the Agency's architects and engineers) from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever (including, but not limited to attorneys' fees and costs including fees of consultants) which may be incurred by reason of:

a. Liability for damage for death or bodily injury to persons or injury to property sustained by the Contractor or any other person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Contract, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Agency, or each of their officers, agents or independent Contractor who are directly employed by the Agency or for defects in design furnished by such persons.

b. Any injury to or death of persons or damage, loss or theft of any property, sustained by any person, firm, or corporation, including the Agency, arising out of, or in any way connected with the work covered by this Contract, whether said injury or damage occurs either on Agency property or not, except for liability for damages which result from the sole negligence or willful misconduct of the Agency, its officers, employees, agents or independent contractors who are directly employed by the Agency, or for defects in design furnished by such persons.

c. Any dispute between Contractor and Contractor's subcontractors, suppliers, sureties, including, but not limited to, any stop notice actions.

The Contractor, at its own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Agency, and each of their officers, agents, employees or consultants on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the Agency, and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

40. INSURANCE

Contractor shall take out, prior to commencing the work, and maintain, during the life of this Contract, insurance in accordance with Article 11 of the General Conditions and with the limits shown below. Contractor shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance in accordance with the limits shown in General Conditions, Article 11.

General Liability Insurance for injuries including accidental death and property damage in an amount not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate. The policy coverage shall include (i) premises operations and mobile equipment, (ii) products and completed operations, (iii) broad form property damage (including completed operations), (iv) explosion, collapse and underground hazards, (v) personal injury, and (vi) contractual liability.

Automobile liability insurance (owned, non-owned, hired) with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, and 1,000,000 property damage.

Worker's Compensation Insurance as required by applicable state law including employer's liability limits of not less than $1,000,000.00

Umbrella Excess Liability Insurance with limits of not less than $2,000,000. The umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- Automotive and truck where operated in amounts as above
- Material hoist where used in amounts as above

41. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the Agency and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

42. CONFLICT OF INTEREST – AGENCY REPRESENTATIVES

Contractor acknowledges that the Agency uses ethical business practices in the selection of its Contractors and in its other contracting practices. Contractor certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with the Agency 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 Agency involved in the negotiation of this Contract; (ii) any member of any department of the Agency procuring items or services from the Contractor under this Contract; and/or (iii) any person with authority to negotiate this or any other

contract on behalf of the Agency. Further, Contractor 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 Agency 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 Agency involved in the negotiation of this Contract; (ii) any member of any department of the Agency procuring items or services from the Contractor under this Contract; and/or (iii) any person with authority to negotiate this or any other contract on behalf of the Agency.

The Contractor acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the Contractor appearing below:

_____
(initial here)

43. CONFLICT OF INTEREST – CAMPAIGN CONTRIBUTIONS

The Contractor 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 Agency. The Contractor further represents and warrants that neither the Contractor, nor any number of individuals employed by the Contractor or other contractors and Subcontractors of the Contractor, or any others acting on behalf of or in concert with the Contractor have contributed to: (i) any member of the governing body of the Agency, (ii) any election committee of any member of the governing body of the Agency, (iii) any "friends of" election committee of any member of the governing body of the Agency, or (iv) any political action committee ("PAC") representing, acting with or on behalf of any member of the governing body of the Agency, 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 Agency to approve this Contract. The Contractor covenants and warrants that for the period of time commencing as of the date of the approval of this Contract by the governing body of the Agency and for ninety (90) calendar days thereafter, similarly no such campaign and/or fund-raising contributions aggregating in excess of $250.00 from the Contractor and other contractors and Subcontractors of the Contractor, or others action on behalf of or in concert with the Contractor, 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 Contract. 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 Agency to approve this Contract 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 Article, whether intentional or unintentional, shall be deemed to be a material breach of this Contract.

The Contractor acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the Contractor appearing below:

_____
(initial here)

44. FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS

The provisions of this Article shall apply to the Contractor, its employees and/or agents providing or supervising the services to the Agency as set forth in this Contract. The Contractor acknowledges and represents and warrants that the Contractor 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 Contractor to complete and timely submit the required FPPC reporting forms.

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

Further, the Contractor recognizes that it is neither the duty nor the responsibility of the Agency, its staff and/or legal counsel to review or seek additional information from the Contractor as to any information submitted to the Agency in the required FPPC reporting forms. The Contractor further understands that the Contractor, 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 Contractor 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 Contractor shall further defend, indemnify and hold harmless the Agency, its officers, employees, representatives, and agents, for any and all violations by the Contractor regarding FPPC reporting compliance requirements that result in any liability or financial loss to the Agency, its officers, employees, representatives, and agents, by reason of the failure of the Contractor to comply with the provisions of this Article, including staff costs, attorney fees and any and all other costs as may be incurred by the Agency, its officers, employees, representatives, and agents due to any alleged violations of the FPPC reporting requirements by the Contractor.

The Contractor acknowledges the obligations as set forth in this Article by the initials of the agent signing on behalf of the Contractor appearing below:

_____
(initial here)

45. CONTRACTOR INTERESTS ADVERSE TO THE AGENCY

Contractor hereby represents that it has no interests adverse to the Agency or its individual member entities, at the time of execution of this Contract. Contractor hereby agrees that, during the Term of this Contract, the Contractor shall not enter into any agreement or acquire any interests detrimental or adverse to the Agency or its individual member entities. Additionally, Contractor hereby represents and warrants to Agency that Contractor and any partnerships, individual persons or any other party or parties comprising Contractor, together with each subcontractor who may hereafter be designated to perform services pursuant to this Contract, do not have and, during the Term of this Contract, 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 Agency, property over which the Agency has jurisdiction or any members or staff of the Agency that have not been previously disclosed in writing to Agency, 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 Contractor to perform the services to the Agency as set forth in this Contract.

46. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

47. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor 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)].

48. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables. 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being

performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto. 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor. 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

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

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

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

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor

has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records. 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

49. ATTACHMENTS

The following attachments and component parts of this Contract are incorporated herein by reference and form part of the Contract:

Attachment No. 1 Certificate Regarding Workers Compensation
Attachment No. 2 Drug-Free Workplace Certification
Attachment No. 3 Contractor Prevailing Wage Compliance Certification
Attachment No. 4 Faithful Performance Bond

Attachment No. 5 Payment Bond
Attachment No. 6 Company Information Sheet
Attachment No. 7 Certification of Insurance Coverage
Attachment No. 8 Guarantee
Attachment No. 9 Sample Contract Change Order
Attachment No. 10 Certification of Offeror/Bidder Regarding Debarment
Attachment No. 11 Certification of Compliance with FAA Buy American Preference – Construction Projects

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

AGENCY: San Bernardino International Airport Authority (First Party)

By: _____
(Authorized Representative)

_____
(Official Title)

Contractor: _____
(Second Party)

By: _____
(Authorized Representative)

_____
(Official Title)

Bond Number _____

Attest:

_____
Jillian Ubaldo
Clerk of the Board

Approved as to form and legal content

Mirau, Edwards, Cannon, Lewin & Tooke
A Professional Corporation

By: _____
Michael Lewin

Attachment No. 1 Certificate Regarding Workers Compensation

CERTIFICATE REGARDING WORKERS' COMPENSATION

Every employer, shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State of California.

B. By securing from the Director of Industrial Relations, a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

C. For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations, a certificate of consent to self-insure against workers' compensation claims which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702 of the Labor Code.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer, including subcontractors, to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR

_____
Signature

_____
Printed Name

_____
Official Title

Attachment No. 2 Drug-Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code, Section 8350 et. seq. the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any public agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each CONTRACTOR or grant awarded by a public agency may be subject to suspension of payments or termination of the contract or grant and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990. I also understand that if the AGENCY determines that I have either (A) made a false certification herein, or (B) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. seq.

_____
CONTRACTOR Signature

_____
Printed Name

Attachment No. 3 Contractor Prevailing Wage Compliance Certification

CONTRACTOR PREVAILING WAGE COMPLIANCE CERTIFICATION

To: San Bernardino International Airport Authority
1601 East 3rd Street, San Bernardino, CA 92408

I hereby certify that I will comply with the State of California Public Works Contract Requirements and Department of Industrial Relations Wage Orders regarding wages, benefits, on site audits with 48-hour notice, payroll records and apprentice and trainee employment requirements.

_____
CONTRACTOR

_____
CONTRACTOR'S PRINCIPAL'S SIGNATURE

_____
DATED

Attachment No. 4 Faithful Performance Bond

FORM OF PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, San Bernardino International Airport Authority (referred to herein as the "Agency") has awarded to _____, hereinafter designated as the "Contractor/Principal", the contract for the work described as follows:

San Bernardino International Airport
SLURRY SEAL AND AIRFIELD PAINTING PROJECT

NOW THEREFORE, we the Principal, and as Surety, are held and firmly bound unto , hereinafter called the_____, in the penal sum of Dollars ($)

lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assign, shall in all things stand to and abide by and keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers and agents, as therein stipulated, then this obligation shall become null and void: otherwise, it shall be and remain in full force and virtue, and also in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

And the surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed or materials and/or equipment to be furnished thereunder or the Specifications accompanying the same, shall in anywise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

Signatures on Following Page

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the_____day of_____, 20____.

CONTRACTOR/PRINCIPAL:

_____
Name

By: _____

Signature: _____

SURETY:

_____

Signature: _____

Attachment No. 5 Payment Bond

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the **San Bernardino International Airport** (hereinafter referred to as "AGENCY") has awarded to _____, hereinafter designated as the "CONTRACTOR/PRINCIPAL" an agreement for the work described as follows:

SLURRY SEAL AND AIRFIELD PAINTING PROJECT

(Hereinafter referred to as the "Contract")

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, pursuant to Section 9550 et seq. of the California Civil Code.

NOW, THEREFORE, we,_____, the undersigned CONTRACTOR/PRINCIPAL and_____, Surety, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the **San Bernardino International Airport** and to any and all persons, companies or corporations entitled to file stop notices under Section 9100 of the California Civil Code in the sum of_____ **DOLLARS, ($_____)**, said sum being not less than one hundred percent (100%) of the total amount payable by the said AGENCY under the terms of the said Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, said CONTRACTOR/ PRINCIPAL, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold and pay over to the Employment Development Department, any amounts required to be deducted, withheld and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part VI, Title III, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the AGENCY and original CONTRACTOR/ PRINCIPAL or on the part of any obligee named in such bond, but the sole condition of recovery shall be that claimant is a person described in Section 9100 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____day of _____, 20___.

CONTRACTOR/PRINCIPAL:

_____
Name

By:_____

Signature:_____

SURETY:

_____

By:_____
Attorney-In-Fact

Signature: _____

IMPORTANT: Surety companies executing Bonds must possess a certification of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

_____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On_____, before me,_____, Notary Public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ATTACHMENT NO. 6 TO AGREEMENT

COMPANY INFORMATION SHEET

DECLARATION

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

Completed and executed this_____day of_____, 20___, in_____, _____
[day] [month] [city] [state]

By:_____
Print Name:_____
Print Title:_____

LEGAL NAME OF COMPANY:_____
ADDRESS:_____
TELEPHONE: FAX:_____

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

_____

PRINCIPALS/OFFICERS/PARTNERS/AGENCYS OF COMPANY
(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	**Title**

[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

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

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

COMPANY INFORMATION SHEET

SUBCONTRACTOR/VENDOR

[One form must be submitted for each listed sub-contractor or vendor]

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_____day of _____, 20___, in_____, _____
[day] [month] [city] [state]

By:_____
Print Name:_____
Print Title:_____

LEGAL NAME OF COMPANY:_____
ADDRESS:
TELEPHONE: FAX:_____

TYPE OF BUSINESS (Check One):

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

STATE OF INCORPORATION OR FORMATION:

_____

PRINCIPALS/OFFICERS/PARTNERS/AGENCYS OF COMPANY
(List All Principals/Officers/Partners [including Joint Venture Partners, Managing Partner], as well as investors/investment companies):

Name	**Title**

[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

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

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

Attachment No. 7 Certification of Insurance Coverage

CERTIFICATION OF INSURANCE COVERAGE

THIS IS TO CERTIFY that the contractor identified below is insured as of this date against all of the risks required to be insured against by the specifications for the project identified below, including, but not limited to, the types and amount of insurance, and the named insured required by said specifications.

The undersigned further certifies that the premiums for aforesaid insurance have been paid in full for a term not less than the time between the estimated commencement and completion dates of the project, that the insurance policies will not be reduced as to limits of liability or coverages without the prior written consent of Agency, and that Agency shall be given thirty (30) days prior written notice, delivered to the Agency by registered mail, of any intent to cancel said policies in which event Agency shall have the right, in its sole discretion, to continue the respective coverages without alteration until satisfactory substitute coverage is provided.

Dated:_____, 2025.

Name and Address of Contractor

Name and Address of Insurance Co. and/or Agent

_____
_____
_____

By:_____ By:_____
Title:_____ Title:_____

Name of Project:

San Bernardino International Airport
SLURRY SEAL AND AIRFIELD PAINTING PROJECT

NOTE: POLICY COPIES OF CERTIFICATES OF INSURANCE COVERAGE FROM INSURANCE COMPANIES TO BE INCLUDED WITH THE CONTRACT

ATTACHMENT NO. 8 TO AGREEMENT

GUARANTEE

To: **SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY**

Project: **SLURRY SEAL AND AIRFIELD PAINTING PROJECT**

We hereby guarantee all the work we will perform, install or construct, both labor and materials, on the above Project (whether listed below or not) and guarantee that such work will be done in accordance with the Project Drawings, Specifications, and other Contract Documents, and that the Work as installed/constructed will fulfill the requirements included in the Contract Documents.

The undersigned agrees to repair or replace, at no cost to the AGENCY, any or all of such work, together with any other adjacent work which may be displaced/damaged in connection with such replacement, that may prove to be defective in workmanship or material within the Guarantee Period, ordinary wear and tear and unusual abuse or neglect excepted.

The Guarantee Period shall commence on the date of completion as specified in the Notice of Completion approved by the AGENCY Board and shall continue for the longer of: (a) a period of one (1) year; (b) a period in excess of one (1) year, as specified or required in any Section of the Contract Documents; (c) the duration of a manufacturer's guarantee extending beyond one (1) year.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the AGENCY, but not later than ten (10) days after being notified in writing by the AGENCY of defects requiring correction pursuant to this guarantee, the undersigned authorizes the AGENCY to proceed to have said defects repaired/corrected and made good at the expense of the undersigned, which will pay all costs and charges therefore upon demand.

General CONTRACTOR or Subcontractor:_____

Name of Authorized Person to Sign for the above:

Signature of Authorized Person:_____

Attachment No. 9 Sample Contract Change Order

SAMPLE CONTRACT CHANGE ORDER NO.

To Contract:_____, dated _____ by and between San Bernardino International Airport Authority (Agency), and (Contractor), Contractor is hereby directed to make the following change in contract work:

_____

_____

_____

_____

_____

_____

_____

_____

By reason of Change Order No._____, the time of expiration shall be adjusted as follows;_____calendar days shall be added / subtracted to the contract schedule. Adjusted contract completion date shall be_____.

Recommended by (Engineer) **Date:_____**
Accepted by (Contractor) **Date: _____**
Approved by Agency **Date: _____**
Approved by FAA **Date:_____**

Attachment No. 10 CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____day of _____, 20___.

CONTRACTOR/PRINCIPAL:

_____
Name

By:_____

Signature:_____

Attachment No. 11 Certification of Compliance with FAA Buy American Preference – Construction Project

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

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

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

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

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

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

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 12** **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 $478,551 FOR THE SLURRY SEAL AND AIRFIELD PAINTING 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 Slurry Seal and Airfield Painting 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 Slurry Seal and Airfield Painting Project in an amount not to exceed $478,551 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, in the amount of $3,275,708, of which $478,551 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 committee's 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 scope 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

Slurry Seal and Airfield Painting

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 **June 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 **$478,551** 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. <u>CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS</u>. 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, Slurry Seal and Airfield Painting
March 25, 2025

BACKGROUND

San Bernardino International Airport Authority ("SBIAA") has requested construction management services for the slurry seal of existing runway shoulders, taxiway shoulders, and vehicle service road including striping of the pavements and edge markings; and painting of new pavement markings within the North, West and East Ramp 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 has the home office support.

1. Provide one (1) on-site construction manager; one (1) on-site civil 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.

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.

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, Construction Management Services for Slurry Seal and Airfield Painting

March 25, 2025
Estimate and Hour Summary

					On-Site Management							
No.	**Staff**	**Billing Rate**	**Total Hours**	**Pre-Construction**	**Month 1**	**Month 2**	**Month 3**	**Month 4 Close-out**	**AECOM Labor Subtotal**	**AECOM ODC's**	**Subconsultants**	**Total Amount**
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	Office Engineer	$122	132		44	44	44		$ 16,104	$ 2,500	$ -	$ 18,604
1.4	Project Manager	$283	30	10	4	4	4	8	$ 8,490	$ -	$ -	$ 8,490
1.5	Project Controls	$144	20	4	4	4	4	4	$ 2,880	$ -	$ -	$ 2,880
2.0	**SUBCONSULTANTS**											
2.1	Quality Assurance Surveys (5% Mark-up)									$ -	$ 45,633	$ 45,633
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 -		**1,798**	**174**	**420**	**420**	**420**	**364**	**$ 385,418**	**$ 47,500**	**$ 45,633**	**$ 478,551**

1,798

Total Budget $ 478,551
T&M

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer
Director of Aviation
Director of Development
Airport Manager

EXHIBIT C

FAA CONTRACT PROVSIONS

I. <u>EQUAL OPPORTUNITY CLAUSE</u>.

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 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. <u>TRADE RESTRICTION CERTIFICATION</u>. 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: May 28, 2025** **ITEM NO: 13** **PRESENTER: Mark Dennis, IT Manager**

SUBJECT: APPROVE A FIVE-YEAR (60 MONTH) CONTRACT WITH UTILITY TELECOM GROUP, LLC IN AN AMOUNT NOT TO EXCEED $163,449 OVER THE CONTRACT TERM

SUMMARY

In March of 2020 the San Bernardino International Airport Authority (SBIAA) contracted with Utility Telecom Group, LLC to provide 2 Gbps of Internet bandwidth and voice services to Airport owned facilities. This service provides a primary internet bandwidth for SBIAA Staff, and a growing number of Airport tenants. As the tenant base has steadily grown in recent years, demand for internet bandwidth service has also increased. Staff proposes to increase internet bandwidth service through Utility Telecom Group, LLC from the current 2Gbps to 5Gbps for a term of 60 months beginning June 1, 2025 and ending May 31, 2030 to meet current and projected future demand.

RECOMMENDED ACTION(S)

Approve a five-year (60 month) contract with Utility Telecom Group, LLC, in the amount of $163,449 to provide 5Gbps of internet bandwidth and voice services to the agency; and authorize the Chief Executive Officer to execute all related documents.

FISCAL IMPACT

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

Utility Telecom Group, LLC provides interent bandwith service to the Airport over SBIAA's fiber optic network. This advanced fiber optic network delivers Internet bandwidth and voice services to SBIAA Staff and an increasing number of Airport tenants. As tenant demand has increased in recent years and Staff is relying increasingly on cloud based services, it is imperitive that internet bandwidth capacity stays ahead of demand. SBIAA Staff propose an increase of internet bandwidth from the current 2Gbps to 5Gbps in order to keep pace with current and future service demands. Competitive service quotes were requested from: Frontier Communications Corporation, Spectrum Business (Charter Communications, Inc.) Both Frontier Communications and Spectrum Business did not respond, making Utility Telecom Group LLC the only viable proposal.

Current monthly recurring costs for 2Gbps of internet bandwidth and related telephone services total $4,447 per month. The proposed increase to 5Gbps of internet bandwidth, including related telephone services, would decrease the monthly recurring costs to $2,724.15 per month, for a net decrease of $1,722.85 per month. The monthly recurring costs for internet bandwidth service are offset by Airport tenant usage payments. Funds are available for this contract in the adopted FY 2024-25 SBIAA budget and would be programmed into future FY budgets.

Attachments:

1. Utility Telecom Proposal
2. Quote Summary

Voice and Internet Change Agreement

UtilityTelecom

Order Information

Customer Name	Customer #	Agreement Order #
SAN BERNARDINO INT. AIRPORT - 105 LELAND	134074	6947

Order Type	Date	Desired Service Turn Up Date	Customer Supplied Internet?	Term Contract Months	Term Months Remaining
Change	05/12/25		No	60	60

Corporate #	Corporate Account Name	Bill to Corp?
902497	SAN BERNARDINO INT. AIRPORT - CORP	Yes

Account Manager	Bill Delivery	Billing Email Address
UTILITY TELECOM - RANDY YOUNG	E-Bill and Mail	MDENNIS@SBDAIRPORT.COM

Service Address

Action	Street	City	State	Zip
Existing	105 N LELAND NORTON WAY	SAN BERNARDINO	CA	92408

Corporate Billing Address

Action	Street	City	State	Zip
Existing	1601 E 3RD ST	SAN BERNARDINO	CA	92408

Contacts

Action	Type	Name	Company	Work Phone	Mobile	Email Address
Existing	Main Contact	MARK DENNIS		9093824100		MDENNIS@SBDAIRPORT.COM
Existing	Alternate Contact	MIKE BURROWS				
Existing	Billing Contact	MARK DENNIS		9093824100		MDENNIS@SBDAIRPORT.COM

Services

Action	Service	Service Notes	Phone Number	Qty	MRC	NRC	MRC Total	NRC Total

New	1) SPECTRUM FIBER 5000x5000 mbps	Upgrading existing 2Gig circuit to 5Gig with /29 IP Block		1	$1,844.00	$0.00	$1,844.00	$0.00
New	2) IP Blocks /24; MONTHLY CHARGE	Existing issued /24 IP Blocks (renewing)		2	$250.00	$0.00	$500.00	$0.00
New	3) VOIP DID	Existing 41 DIDs (renewing)		41	$1.00	$0.00	$41.00	$0.00
New	4) SIP TRUNK w/ 15 Voice Paths	Existing (renewing)		1	$239.15	$0.00	$239.15	$0.00
New	5) 106 - 1000 MINUTES LOCAL, LD, TOLL			4	$25.00	$0.00	$100.00	$0.00

Totals do not include local, state and federal usage taxes and surcharges

Subtotal:	$2,724.15	$0.00
Grand Total:	$2,724.15	$0.00

Install Charge Payment Months:	1
Installation Charge Payment:	$0.00

Signature

The undersigned ("Customer") hereby confirms: (i) Customer has chosen to convert all lines listed on this form to Utility Telecom local telephone service; (ii) Customer understands that only one carrier may serve as the preferred interstate or interLATA carrier for any line and selects Utility Telecom as the carrier for those services (including international calling) on all lines; (iii) Customer understands that only one carrier may serve as the preferred IntraLATA or local toll service carrier for any line and selects Utility Telecom as the carrier for that service on all lines; (iv) Customer has had the opportunity to consult with Utility Telecom as to whether any fee will apply to any preferred carrier change; and (v) Utility Telecom is authorized to act as Customer's agent for the purpose of making the changes and installing all other specified services. Rates and terms for all services are as listed on this form and the attached terms and conditions. If purchasing Internet service. Customer agrees to Utility Telecom's Internet Acceptable Use Policy as posted at: https://uyt.co/resources/regulatory-documents/. In addition to the charges specified in the service agreement, the Customer shall pay all applicable federal, state, and local sales, use, and excise taxes, and other assessments imposed on Customer by government agencies in connection with the provision of the Services, plus amounts imposed on UTI by governmental agencies in connection with the Services, such as mandatory federal Universal Service Fund contributions and other mandatory assessments, including TRS fees and FCC Regulatory fees.

Customer Signature	*Printed Name*	*Title*	*Date*
Jason Mills	Jason Mills	C.E.O.	05/12/2025
Utility Telecom, LLC	*Printed Name*	*Title*	*Date*

Terms and Conditions

Pursuant to this agreement ("Agreement"), entered into between Utility Telecom Group, LLC, ("Utility") and the customer identified on this agreement ("Customer") (each of Utility and Customer a "Party"), Utility agrees to provide and Customer agrees to purchase the services and/or lease the equipment ("Service" and/or "Leased Equipment") described on the reverse side hereof or in addenda attached hereto ("each a Service Description"), at the prices and on the terms and conditions stated in such Service Description and below, and as provided in relevant tariffs. Addenda executed from time to time shall become part of this Agreement by reference hereto. Each Service Description may describe (i) the requested Service or Lease commencement date for the Service or lease of Leased Equipment ("Lease") (in either case referred to herein as the "Requested Service Date"), (ii) the agreed duration of Utility's provision of the Service or the Lease ("Term"), (iii) the recurring charge for the Service or Lease (in either case referred to herein as the "Service Charge), non-recurring charge and any other charges, and (iv) other pertinent information. In addition to the specified Service Charge and other charges, applicable governmental surcharges, federal, state, local use, excise or sales taxes, and similar levies, chargeable to or against Utility, such as federal Universal Service Fees ("FUSF), because of the Service or Leased Equipment provided to Customer, shall be charged to and paid by Customer. Utility shall also be entitled assess, for purposes of recovering costs of compliance with regulatory obligations and administration of governmental fees and tax obligations, a Regulatory Compliance Surcharge equal to six point eight percent (6.8%) of the Service Charge, plus and Administration Fee of up to $50.00 per month.

1. INITIATION AND TERM OF SERVICE: With respect to each Service or Lease Description, the initial Term shall begin on the later of the Requested Service Date or the day following the date on which Utility notifies Customer that the Service or Leased Equipment, as applicable, is ready for use (in either case referred to herein as the "Service Commencement Date") and shall continue for the applicable Term. Either Party may Terminate this Agreement as to a particular Service or Lease by providing the other Party written note of its intent to Terminate this Agreement not less than sixty (60) days prior to the expiration of the Term then in effect for the Service or Lease ("Notice of Termination"). If neither Party elects to provide the other with such Notice of Termination, the Term of the Service or Lease and this Agreement shall automatically renew and remain in effect with respect to the Service or Lease for an additional year and continue to automatically renew each year thereafter until terminated by either Party providing its Notice of Termination; provided, however, that the Service Charge during such period(s) shall be the then current monthly rate provided by tariff or Utility's standard price list. In the event that the amount charged to Utility for one or more underlying communications services or facilities increases during the Term of a Service, Utility may increase its rate for any affected Service. Any such increase shall apply only after written notice to Customer, which shall be given not less than thirty (30) days before the increase goes into effect and shall be given through a notice on Customer's bill, by e-mail if Customer has consented to such form of notice, or by first-class mail. If Utility raises its rate for a regulated California intrastate telephone Service at any time during the applicable Term, Customer may, prior to the effective date of the increase, cancel that Service without liability for any otherwise-applicable cancellation fees (which may also be referred to as early termination fees or charges). If Customer does not cancel the affected regulated California intrastate telephone Service before such date, the increase shall go into effect and Customer shall no longer have the right to cancel such Service without liability for cancellation fees as provided in this Agreement. In no event, shall Customer be entitled to cancel any other Service or Lease, whether affected by a rate increase or not, without incurring liability for cancellation fees. Customer shall be responsible for obtaining and maintaining rights-of-way and facilities required for access from Utility's network to Customer's premises, as well as necessary space and other facilities for Utility and Customer equipment.

2. PAYMENT: Except as otherwise required by tariff, Customer agrees to pay Utility monthly throughout the Term, on the Service Commencement Date and on the first of each month (or other) billing period thereafter, a Service Charge at the rate stated as "Recurring" charge for each Service or Lease. The first Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. The non-recurring charges and other charges are payable with the first Service Charge. Except as otherwise agreed, Utility shall submit a monthly invoice to Customer. Payment of all charges shall be due at the address shown on the invoice no later than twenty-five (25) days after the invoice date ("Due Date"), except that, in the event that cancellation of a Service or Lease results in Customer's liability for cancellation fees under Section 6 of this Agreement, the Due Date for payment of all outstanding charges shall be accelerated and payment for such outstanding charges and cancellation fees shall, instead, be due three (3) days after Utility's submission of its invoice to customer for the cancellation fees. Any amounts not paid within one (1) day after the Due Date ("Delinquent Charges") will be subject to a late charge of one and one-half percent 1.5% per month or the maximum lawful rate, whichever is lower ("Late Charge"). Any applicable surcharge, federal, state, local use, excise or sales tax or similar levy, chargeable to or against Utility because of the Service or Leased Equipment provided to Customer, shall be charged to and paid by Customer in addition to the Service Charge and other charges under this Agreement. Customer agrees to pay all costs, including reasonable attorney's fees, expended in collecting Delinquent Charges.

3. SUSPENSION OR TERMINATION OF SERVICE: Utility may, at its sole option, suspend or terminate a Service or Lease (i) if Customer fails to pay all Delinquent Charges within seven (7) days after written notice of termination or (ii) if Customer fails, within thirty (30) days after written notice, to comply with this Agreement or any applicable tariff.

4. INTERRUPTION OF SERVICE; CREDIT: Utility will not provide a credit allowance for interruption of Service caused by the Customer's facilities, equipment, or systems. Utility will allow for interruptions in regulated California intrastate exchange telephone Service of twenty-four (24) hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for such exchange service multiplied by the ratio of the days of interruption to thirty (30) days. When interruptions continue beyond twenty-four (24) hours, credit allowance will be given in successive twenty-four (24) hour multiples.

5. LIMITATION OF LIABILITY; LIMITATION OF WARRANTY: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL UTILITY BE LIABLE FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL OR PUNITIVE, OR ANY LOST PROFITS OF ANY KIND, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, (INCLUDING THOSE WHICH MAY BE REQUIRED FOR COMPLIANCE WITH RULES OR ORDERS OF REGULATORY OR JUDICIAL AUTHORITIES), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE OBLIGATIONS OF UTILITY HEREUNDER. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF UTILITY'S PERFORMANCE HEREUNDER SHALL BE CREDIT FOR SERVICE INTERRUPTION AS PROVIDED IN SECTION 4, ABOVE, OR APPLICABLE TARIFF. UTILITY MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

6. CANCELLATION: (A) If a Service Commencement Date does not occur within ninety (90) days after the Requested Service Date, Customer may cancel this Agreement with

respect to the subject Service or Lease without liability for any cancellation fees, by thirty (30) days written notice to Utility; (B) Except as permitted in subsection (A), if Customer cancels any Service or Lease, or if Utility terminates any Service or Lease pursuant to Section 3 above, then Customer shall be immediately liable, as of the date Utility learns of such cancellation (including without limitation through receipt of an order or request to port one or more of the Customer's telephone numbers to another provider), for a cancellation fee in the amount of seventy-five (75%) of the Service Charges (including Regulatory Compliance Surcharges and Administration Fees, along with all applicable governmental taxes, fees, and surcharges) that would be payable during the remainder of the Term absent such cancellation or termination; (C) Either party may cancel this Agreement as to a Service or Leased Equipment without liability if Utility is prohibited from furnishing the Service or Leased Equipment, or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other tribunal of competent jurisdiction.

7. NON-TARIFFED SERVICES AND LEASED EQUIPMENT: The provision by Utility and the purchase or Lease by Customer of non-tariffed services and/or equipment in connection with this Agreement shall be subject to the terms and conditions of this Agreement except as superseded by the terms and conditions of any pertinent addenda attached hereto.

8. FORCE MAJEURE: If Utility's performance hereunder is impaired by any cause beyond Utility's reasonable control, including without limitation acts of God, fire, explosion, materially adverse weather condition, inability to obtain needed utilities or services, accidents, breakdown of equipment, machinery or facilities, radiation, compliance with applicable law or regulation, public emergency, civil strife, war or strike ("Force Majeure Condition"), then such performance shall be excused to the extent of such impairment. Utility shall resume performance with reasonable dispatch after cessation of the Force Majeure Condition. If Utility's performance is impaired by a Force Majeure Condition for a period exceeding sixty-days (60), Customer may cancel the affected Service or Lease without liability for a cancellation charge.

9. ADDITIONAL PROVISIONS:

(A) Non-Waiver. The failure of either Party to give notice of default or to enforce or insist upon compliance of any of the terms or conditions of this Agreement shall not constitute a waiver of any term or condition hereof; and the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute a waiver or extension of time with respect to any other matter, including future application of the same provision.

(B) Disputes – Arbitration. Except for disputes regarding Customer's failure to pay for Service or Leased Equipment as provided in this Agreement, if any dispute cannot be resolved by negotiation between the two parties, either Party may by notice require that the dispute be submitted to binding arbitration by a single arbitrator, at a location reasonably selected by the party giving such notice, under the Commercial Arbitration Rules of the American Arbitration Association.

(C) Entire Agreement. This Agreement, including Addenda and matters incorporated herein by reference, contains the entire understanding of the Parties, and supersedes any prior quotations, proposals, arrangements, or understandings relating to the subject matter hereof. No subsequent agreement between the Parties concerning a Service or Lease shall be effective unless contained in a writing signed by both Parties.

(D) Assignment. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Utility, which shall not be reasonably withheld.

(E) Notices. Required or permitted notices shall be in writing and delivered by registered or certified mail return receipt requested, postage prepaid, if to Customer, to a person identified as a "Service Contact" and if to Utility, to Contract Administrator, Utility Telecom Group, LLC, 4202 Coronado Avenue, Stockton, California, 95204, or as otherwise provided by proper notice hereunder, and the effective date of any notice under this Agreement shall be the date of receipt or refusal of delivery.

(F) Regulatory Jurisdiction. Provision by Utility of Service, Leased Equipment, and other matters related to this Agreement are subject to applicable federal, state, and local regulatory authority.

(G) Severability. Each Service or Lease described in a Service Description is deemed a separate Service or Lease; and termination of any Service or Lease shall not affect any other Services Leases.

(H) Partial Invalidity. If any provision of this Agreement shall be held invalid or unenforceable under applicable law, the remainder shall not thereby be affected and shall be given full effect.

(I) Confidentiality. Except with consent of the other Party or as required by law or court order, neither Party will disclose the existence of this Agreement or any information regarding its terms or the Parties' performance hereunder ("Confidential Information") to any third party without prior written agreement.

Terms and Conditions Initials ☐

Order Notes

Order Notes
With this order we are upgrading the 2Gig circuit to 5Gig. The existing IP Blocks (66.113.72.0/24, 66.113.73.0/24, 66.113.92.216/29) will stay as-is. 41ea. DIDs and 15ea. SIP Trunk Voice Paths, will stay as-is with updated pricing. We will add 4ea. 1000 minute Calling Package for Local, LD, Toll Free. The customer may discontinue the Voice Services after one year, without ETF upon a 60 Day notice.

QUOTE SUMMARY SHEET

Agency:	Requester Name:	Date:	Requesting Division:	Attachments (List):
SBIAA	William Recinos	5/19/2025	IT	Cost sheets from three suppliers

				VENDOR 1				VENDOR 2				VENDOR 3			
DESCRIPTION	BRAND/ITEM SPECS OR EQUIVALENT	QTY	UNIT OF MEASURE	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H	PRICE	SUB-TOTAL	SALES TAX	S&H
Upgrade internet contract from existing 2Gig curcuit to 5Gig curcuit for 60 mo	SPECTRUM FIBER 5000x5000 mbps - Upgrading existing 2Gig circuit to 5Gig with /29 IP Block	1	ea	$1,844.00	$1,844.00	$817.25	$0.00								
	IP Blocks /24; MONTHLY CHARGE - Existing issued /24 IP Blocks (renewing)	2	ea	$250.00	$500.00										
	VOIP DID - Existing 41 DIDs (renewing)	41	ea	$1.00	$41.00										
	SIP TRUNK w/ 15 Voice Paths - Existing (renewing)	1	ea	$239.15	$239.15										
	106 - 1000 MINUTES LOCAL, LD, TOLL	4	ea	$25.00	$100.00										
	TOTAL PER MONTH				$3,541.40										
			GRAND TOTALS:			$212,483.70				$0.00				$0.00	

SELECTED VENDOR: **VENDOR 1**

JUSTIFICATION FOR SELECTED VENDOR:	VENDOR INFORMATION:	
☐ Lowest overall price	Vendor 1 Company Name:	**Utility Telecom**
☐ Only vendor that can deliver on date needed	Address:	4202 Coronado Avenue Stockton, CA 95402
☑ Only vendor responding	Contact information:	Randy Young - ryoung@utilitytelephone.com
☐ Only vendor that carries needed item or equivalent	Vendor 2 Company Name:	**Frontier Communications**
	Address:	1919 Mckinney Ave Dallas, TX 75201
Form of communication used to obtain quotes/pricing:	Contact information:	Vincent Cucinella - vincent.cucinella@ftr.com
	Vendor 3 Company Name:	**Spectrum**
	Address:	
No response has been received from Spectrum or Frontier. Utility Telecom offers the most cost-effective solution	Contact information:	

	TO: San Bernardino International Airport Authority Commission **DATE: May 28, 2025** **ITEM NO: 14** **PRESENTER: Michael Burrows, Chief Executive Officer**

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

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

May, 2025

- 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

Sub-Initiative Status: