SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING AGENDA

WEDNESDAY, OCTOBER 22, 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

Penny Lilburn, President

Mayor, City of Highland

Joe Baca, Jr., Vice President

Supervisor, County of San Bernardino

Theodore Sanchez, Secretary

Councilmember, City of San Bernardino

COMMISSION MEMBERS:

Frank J. Navarro

Mayor, City of Colton

Rhodes Rigsby

Councilmember, City of Loma Linda

Kim Knaus

Councilmember, City of San Bernardino

ALTERNATE COMMISSION MEMBERS:

Dawn Rowe

Supervisor, County of San Bernardino

Phillip Dupper

Mayor, City of Loma Linda

John Echevarria

Councilmember, City of Colton

Larry McCallon

Mayor Pro Tem, 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. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: 105 North Leland Norton Way, San Bernardino CA 92408
 Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: 275 N. Leland Norton Way, San Bernardino CA 92408

 Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Mike Allen, Executive Vice President, Bulk Fuel Sales, Titan Aviation Fuels

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 OCTOBER 22, 2025

[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 005]

G. INFORMATIONAL ITEMS

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

2. Informational Items

a. CHIEF EXECUTIVE OFFICER'S REPORT

[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 012]

b. CRUISING AT ALTITUDE RECAP

[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 013]

c. LEGISLATIVE INITIATIVES

[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 014]

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 SEPTEMBER 2025

[PRESENTER: Mark Cousineau, Director of Finance PAGE#: 015]

4. RECEIVE AND FILE TREASURER'S REPORT FOR AUGUST 31, 2025 FOR THE SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY (SBIAA)

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

5. APPROVE MEETING MINUTES: SEPTEMBER 24, 2025

[PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission PAGE#: 027]

I. COMMISSION ACTION ITEMS

6. APPROVE THE FORM OF AN EARLY TERMINATION OF LEASE AGREEMENT WITH ASA, LLC FOR EXECUTIVE HANGAR 1

[PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 035]

7. APPROVE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$254,718.95 FOR DESIGN SERVICES FOR THE RECONSTRUCT NORTH AIRCRAFT RAMP PROJECT

[PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 044]

- 8. CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM THIRD QUARTER 2025 REPORT [PRESENTER: Mark Gibbs, Director of Aviation PAGE#: 092]
- CONDUCT BUSINESS PLAN UPDATE WORKSHOP
 [PRESENTER: Michael Burrows, Chief Executive Officer PAGE#: 120]

J. ADDED AND DEFERRED ITEMS

Deferred Items and Items which have been added pursuant to Government Code Section 54954.2 as noted above in Section E.

K. OPEN SESSION PUBLIC COMMENT

Anyone who wishes to speak during Open Session Public Comment will be requested to fill out a speaker slip. Prior to speaking, speaker slips should be given to the Clerk of the Board. Public comments for items that are not on the agenda will be limited to three minutes. The three—minute limitation shall apply to each member of the public and cannot be shared with other members of the public. An additional three minutes will be allotted to those who require translation services.

L. COMMISSION MEMBER COMMENT

Commission members may make announcements or give brief reports on activities or matters not appearing on the agenda, as well as provide direction to staff relating to matters which may be addressed at this time.

M. ADJOURNMENT

Unless otherwise noted, this meeting will be adjourned to the next regularly scheduled meeting of the San Bernardino International Airport Authority Commission, Wednesday, November 26, 2025.



DATE: October 22, 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

OCTOBER 22, 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):

| <u>Agenda</u> | Contractors/Tenants | Subcontractors/Subtenants |
|-----------------|--|---------------------------|
| <u>Item No.</u> | | |
| 7. | AECOM Technical Services, Inc. Karl E. Jensen, CEO Allison Hall, CFO | None. |
| | Armond Tatevossian, Secretary | |

Attachments:

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

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

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

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

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

CALIFORNIA CODES GOVERNMENT CODE SECTION 87103

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

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

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

3

11

12

18

19

- § 18438.5. Aggregated Contributions Under Section 84308.
- For purposes of Section 84308:
- 5 (a) Notwithstanding the provisions of Regulation 18215.1, to determine whether a
- 6 contribution of more than \$250 has been made by any party to a proceeding, contributions made
- by a party's parent, subsidiary, or otherwise related business entity, (as those relationships are
- 8 defined in subdivision (b) below), shall be aggregated and treated as if received from the party
- 9 for purposes of the limitations and disclosure provisions of Section 84308.
- 10 (b) Parent, Subsidiary, Otherwise Related Business entity, defined.
 - (1) Parent-subsidiary. A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.
- (2) Otherwise related business entity. Business entities, including corporations,
 partnerships, joint ventures and any other organizations and enterprises operated for profit, which
 do not have a parent-subsidiary relationship are otherwise related if any one of the following
- three tests is met:
- 17 (A) One business entity has a controlling ownership interest in the other business entity.
 - (B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:
- 20 (i) The same person or substantially the same person owns and manages the two entities;
- 21 (ii) There are common or commingled funds or assets;
- 22 (iii) The business entities share the use of the same offices or employees, or otherwise 23 share activities, resources or personnel on a regular basis;

| 1 | (iv) There is otherwise a regular and close working relationship between the entities; or |
|----|--|
| 2 | (C) A controlling owner (50% or greater interest as a shareholder or as a general partner) |
| 3 | in one entity also is a controlling owner in the other entity. |
| 4 | Note: Authority cited: Section 83112, Government Code. Reference: Section 84308, |
| 5 | Government Code. |
| 6 | HISTORY |
| 7 | 1. New section filed 5-26-2006; operative 6-25-2006. Submitted to OAL for filing pursuant to |
| 8 | Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, |
| 9 | California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 |
| 10 | (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements |
| 11 | and not subject to procedural or substantive review by OAL) (Register 2006, No. 21). For prior |
| 12 | history of section 18438.5, see Register 85, No. 8. |
| 13 | 2. Amendment filed 8-12-2014; operative 9-11-2014 pursuant to title 2, section 18312(e)(1) of |
| 14 | the California Code of Regulations. Submitted to OAL for filing and printing pursuant to Fair |
| 15 | Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California |
| 16 | Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC |
| 17 | regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not |
| 18 | subject to procedural or substantive review by OAL) (Register 2014, No. 33). |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | |



DATE: October 22, 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



DATE: October 22, 2025

ITEM NO: 2b

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – CRUISING AT ALTITUDE RECAP

SUMMARY

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

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

BACKGROUND INFORMATION

None.

Attachments:

1. None



DATE: October 22, 2025

ITEM NO: 2c

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: INFORMATIONAL ITEMS – LEGISLATIVE 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



DATE: October 22, 2025

ITEM NO: 3

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: REGISTER OF DEMANDS FOR SEPTEMBER 2025

SUMMARY

SBIAA's Register of Demands for September 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 September 2025. The total of the register is \$7,735,195.61.

Fuel: Titan Aviation Fuels was paid \$5,752,305.01 for aviation fuel to resell at Luxivair-SBD. and Merit Oil Co. was paid \$27,207.73 for fuel to operate SBIAA vehicles and for resale at Luxivair-SBD.

Benefits: Kaiser Foundation Health Plan, Inc., and LegalShield were paid a total of \$74,311.19.

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 were paid a total of \$179,115.73.

Capital Projects: AEC Moreno Corporation; Leonida Builders Inc., and SBABP IV, LLC, were paid \$567,276.18.

Professional Services: Allawos & Company; Alvarez Holdings; LLC; Aviatrix Communications LLC; Boston Fox Tigue International LLC; CJMC Holdings LLC; Climatec LLC; Coffman Associates Inc.; Coffman Engineers Inc.; Cole Huber LLC; Innovative Federal Strategies LLC; Kay Hunter Image; Mead & Hunt Inc.; Mirau, Edwards, Cannon, Lewin, & Tooke LLP; Right Energy Group; LLC.; Tom Dodson & Associates; and USDA were paid a total of \$194,413.27.

Attachments:

- 1. Register of Demands for the October 22, 2025 Commission Meeting
- 2. VISA breakdown September 2025

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/22/2025

| Line | Company Name | Description | AP Register |
|----------|---|--|-----------------------|
| 1 | 282 Services | Fuel truck maintenance and repairs | 982.79 |
| 2 | 3 Alarm Fire and Safety | Fire extinguishers and suppressants | 1,893.31 |
| 3 | A.O. Reed & Co., LLC | Repairs and maintenance for HVAC system | 7,242.21 |
| 4 | AEC Moreno Corporation | Building improvements | 2,950.00 |
| 5 | Aerosimple, LLC | Annual Part 139 and CMMS software renewal | 6,000.00 |
| 6 | All Pro Broadcasting Inc. | Radio advertisement | 1,800.00 |
| 7 | Allawos & Company | Consulting services for solar and green energy projects | 7,125.00 |
| 8 | Alvarez Holdings, LLC | International trade consulting services | 47,369.74 |
| 9 | Amazon Capital Services Inc. | Office supplies and equipment | 15,420.14 |
| 10 | Am-Tec Total Security Inc. | Monthly fire and burglar alarm monitoring and inspection | 1,955.00 |
| 11 | Amtech Elevator Services | Elevator and escalator maintenance services | 33,379.91 |
| 12 | AnyPromo.com | Branded products and material for SBD marketing purposes | 1,478.55 |
| 13 | Arc Document Solutions, LLC | Document scanning services | 388.30 |
| 14 | Audacy Operations Inc. | Radio advertisement | 8,500.00 |
| 15 | Aviatrix Communications LLC | Passenger services marketing support and management | 22,189.84 |
| 16 | Board Members | Commissioner fees (one-time payment as this is typically processed | 450.00 |
| 10 | Board Members | via payroll) | 430.00 |
| 17 | Boston Fox Tigue International LLC | Marketing services | 15,053.60 |
| 18 | Brandon Knight | Employee reimbursement | 15,053.60 |
| | BrightView Landscape Services, Inc. | | |
| 19 20 | Burrtec Waste Industries Inc. | Repairs and maintenance on irrigation system Refuse | 1,460.01 |
| | | | 2,043.95 |
| 21 | C & A Janitorial Services | Janitorial services | 108,111.34 |
| 22 | California Baptist University | Cal Baptist University Athletics Sponsorship | 8,550.00 |
| 23 | Carahsoft Technology Corporation | Security camera and alerting software system | 183.31 |
| 24 | Chrisp Company | Nose bar striping and parking envelope | 7,250.00 |
| 25 | Christopher Michael Lukesh | Vehicle wash | 2,935.00 |
| 26 | Cintas Uniforms | Uniform and mat rentals | 4,391.74 |
| 27 | City of San Bernardino | 2025 State of the City Sponsorship - Gold Sponsor | 5,000.00 |
| 28 | City of San Bernardino Water Department | Water and sewer services | 16,790.63 |
| 29 | CJMC Holdings LLC | Construction and project management services for capital projects | 8,400.00 |
| 30 | Climatec LLC | Consulting services for specialized security access control system | 29,035.71 |
| 31 | Coffman Associates Inc. | Professional environmental services for SBIAA capital projects | 8,816.00 |
| 32 | Coffman Engineers, Inc. | Professional engineering and technical support services for | 1,180.00 |
| | | potential hydrogen facilities | |
| 33 | Cole Huber LLP | Professional legal services | 6,438.00 |
| 34 | David Delgado | Employee reimbursement | 152.21 |
| 35 | DBT Transportation Services LLC | Instrument Landing System (ILS) & Automated Weather | 11,943.55 |
| | | Observation System (AWOS) with periodic maintenance and | |
| | | equipment restoration | |
| 36 | Debt Book (Fifth Asset, Inc.) | Annual renewal for lease management software | 11,599.82 |
| 37 | Eagle Graphics LLC | Employee credit incentive for SBD online apparel store | 278.00 |
| 38 | East Valley Water District | Water services | 166.37 |
| 39 | Event Design Lab | Live streaming services | 1,200.00 |
| 40 | FedEx | Courier fees | 591.53 |
| 41 | Fire Master | Semi-annual fire suppressant inspection | 800.00 |
| 42 | Fortunate Youth LLC | Performance entertainment for SBD concert event | |
| 43 | FREQUENTIS (CANADA) LIMITED | Air traffic control tower equipment | 15,000.00 1,918.01 |
| 44 | Frontier Communications Corporation | Telephone services | 4,561.68 |
| 45 | GMSTEK LLC | Monthly fuel management and point-of-sale software subscription | 2,319.93 |
| | | , and an analysis and point of sale software subscription | 2,513. |

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/22/2025

| Line | Company Name | Description | AP Register |
|------|---|--|-------------|
| 46 | 16 Granite Telecommunications Telephone services | | 7,724.00 |
| 47 | Gregg Gerth | Employee reimbursement | 121.78 |
| 48 | HSG, Inc. DBA Control Concepts, Inc. | Maintenance and repairs on baggage handling system at the terminal | 11,309.75 |
| 49 | Inland Empire Broadcasting Corp DBA KOLA-FM Radio | Radio advertisement | 2,100.00 |
| 50 | Inland Overhead Door | Parts and labor for hangar door repair | 1,729.00 |
| 51 | Innovative Federal Strategies LLC | Federal legislative advocacy services | 4,000.00 |
| 52 | K&L Hardware and Plumbing Supply Inc | Maintenance, tools, and supplies | 365.00 |
| 53 | Kai Brophy | Employee reimbursement | 154.94 |
| 54 | Kaiser Foundation Health Plan, Inc. | Employee group benefits - medical | 73,660.24 |
| 55 | Kay Hunter Image | Professional services and training to Luxivair staff on professional | 20,400.00 |
| _ | | image and branding | |
| 56 | Kenny Kiecolt | Employee reimbursement | 121.78 |
| 57 | Left Coast Scales, LLC | Scale calibrations at the terminal | 1,260.00 |
| 58 | LegalShield | Employee benefits - legal services | 650.95 |
| 59 | Leonida Builders Inc. | Building 48 tenant improvements | 104,418.00 |
| 60 | Los Angeles County Business Federation | Annual membership dues | 7,000.00 |
| 61 | Mackinac Software LLC | Monthly service fees for AWOS weather system | 267.00 |
| 62 | Marlin Martinez | Employee reimbursement | 169.18 |
| 63 | Mead & Hunt Inc. | Professional consulting services for air services and airport development | |
| 64 | MediWaste Disposal, LLC | Medical waste disposal services and supplies | 38.32 |
| 65 | Merit Oil Company | Fuel inventory for fleet operations | 27,207.73 |
| 66 | Mirau Edwards Cannon Lewin & Tooke LLP | Professional services - legal | 7,499.48 |
| 67 | National Construction Rentals Inc. | Equipment rental | 110.88 |
| 68 | National Pen Co. LLC | Promotional products for SBD and Luxivair marketing purposes | 7,080.70 |
| 69 | Petty Cash - Reshma Rajan | Petty cash disbursement | 759.00 |
| 70 | PlaneNoise Inc. | Monthly subscription to complaint box for aircraft noise complaints | 2,632.26 |
| 71 | Right Energy Group LLC | Professional services for Green Energy Programs | 6,500.00 |
| 72 | Safety Orange (Sol Turpin) | Performance entertainment for SBD concert event | 1,500.00 |
| 73 | San Bernardino County Fire Protection | Fire protection services | 445,752.95 |
| 74 | San Bernardino County Sheriffs Department | Emergency Vehicle Operation training for security officers | 2,400.00 |
| 75 | SBABP IV, LLC | Traffic signal construction at Sabo Way and Victoria Ave | 459,908.18 |
| 76 | SBR Broadcasting Corp DBA KCAL-FM Radio | Radio advertisement | 900.00 |
| 77 | SITA Information Networking Computing USA, Inc. | Monthly maintenance and support | 1,448.56 |
| 78 | Skidata, Inc. | Service and support for terminal parking system | 14,100.74 |
| 79 | Sock Club | Promotional products for SBD and Luxivair marketing purposes | 17,877.74 |
| 80 | South Coast Air Quality Management District | Assessed fees for air pollution regulation and air quality standards and fiscal year emissions | 10,115.68 |
| 81 | Southern California Edison | Electricity | 141,510.79 |
| 82 | Staples, Inc. DBA Staples Contract & Commercial LLC | | |
| 83 | Steven Hernandez | Employee reimbursement | 195.70 |
| 84 | SWRCB | Annual permit and ad-hoc application fees | 781.00 |
| 85 | Sysco Riverside Inc. | Item restock for FBO refreshment counter | 6,851.72 |
| 86 | Tammie Headley | Contractor provided services to operate Leland's Cafe | 1,713.59 |

San Bernardino International Airport Authority Register of Demands for Commission Meeting 10/22/2025

| Line | e Company Name Description | | AP Register | |
|--|---|--|-----------------|--|
| 87 TELOS Identity Management Solutions, LLC. | | Software, equipment, and maintenance fees for Security Badging | 1,754.75 | |
| | | System | | |
| 88 | The Gas Company | Gas | 808.21 | |
| 89 | Titan Aviation Fuels | Jet A and Avgas fuel inventory purchases | 5,752,305.01 | |
| 90 | Tom Dodson & Associates | Professional services for environmental services | 1,800.00 | |
| 91 | Trilogy Medwaste West LLC | Waste disposal from international flights | 879.02 | |
| 92 | Universal Corrosion Services, LLC | Cathodic protection services | 1,187.50 | |
| 93 | US Custom & Border Protection | Salary, benefits, and administration fees for airport program for U.S. | 70,816.45 | |
| | | Customs and Border Protection officer | | |
| 94 | USDA | Professional wildlife hazard management services | 2,115.90 | |
| 95 | Utility Telecom Group LLC | Ethernet and phone services for Building 48 | 2,649.26 | |
| 96 | Verizon Wireless | Wireless monthly service and equipment purchases | 2,860.84 | |
| 97 | VFS Fire & Security Services | Fire suppression contracted services of weekly, quarterly, and | | |
| | | monthly inspections | | |
| 98 | Visa | Office supplies and other miscellaneous charges | 53,576.84 | |
| 99 | Western Exterminator Company | Pest control | 563.38 | |
| 100 | Zendesk, Inc. Annual renewal for IT support ticketing and management soft | | 5,520.00 | |
| | | | | |
| | | | | |
| | Total | | \$ 7,735,195.61 | |

| | SBIAA | | | | |
|------|--|---|---------------------|----------|--|
| Line | Description | Vendor | Dept. | Amount | |
| 1 | Pre-Employment drug screening | In Exam Professionals | Administration | 50.00 | |
| 2 | Congratulations flowers (baby) | 1-800 Flowers | Administration | 73.93 | |
| 3 | Pre-Employment drug screening | In Exam Professionals | Administration | 200.00 | |
| 4 | Pre-Employment drug screening | In Exam Professionals | Administration | 250.00 | |
| 5 | Paint supplies for 680 remodel | The Home Depot | Airport Maintenance | 130.90 | |
| 6 | Donuts for Vendor Meeting | Donut Factory | Airport Maintenance | 17.68 | |
| 7 | Base bond for 680 remodel | The Home Depot | Airport Maintenance | 71.98 | |
| 8 | Air compressor for A/C in the tower | Harbor Freight | Airport Maintenance | 271.86 | |
| 9 | A fitting to hook up the compressor to A/C | K&L Hardware | Airport Maintenance | 6.02 | |
| 10 | Parts to hook up a temp ice machine | The Home Depot | Airport Maintenance | 273.68 | |
| 11 | Drill bit to drill new desk at 680 | CED | Airport Maintenance | 60.78 | |
| 12 | Gate magnetic locks for gate 9a | Elite Gates | Airport Maintenance | 952.45 | |
| 13 | Paid a bill 59635 6/4/2025 service call-GA Hangars | Inland Overhead | Airport Maintenance | 999.00 | |
| 14 | Nuts/Bolts | K&L Hardware | Airport Maintenance | 8.02 | |
| 15 | Transfer switch for localizer | EDC | Airport Maintenance | 815.63 | |
| 16 | Propane for back up generators | California Tool Welding | Airport Maintenance | 52.20 | |
| 17 | Propane for back up generators | 7-Eleven | Airport Maintenance | 29.35 | |
| 18 | Electrical contact cleaner for generators | The Home Depot | Airport Maintenance | 11.47 | |
| 19 | Electrical parts for Transfer switch Localizer | Allied Refrigeration | Airport Maintenance | 18.42 | |
| 20 | Light bulbs for Bldg. 674 | Encore Lighting Supply | Airport Maintenance | 566.23 | |
| 21 | Bolts and inserts for airfield lighting | K&L Hardware | Airport Maintenance | 11.82 | |
| 22 | Bolts and inserts for airfield lighting | K&L Hardware | Airport Maintenance | 41.27 | |
| 23 | Bolts and inserts for airfield lighting | K&L Hardware | Airport Maintenance | 52.94 | |
| 24 | Condenser fan motor for jet bridge 3 | Allied Refrigeration | Airport Maintenance | 161.83 | |
| 25 | Disconnect and time delay for terminal | Lowes | Airport Maintenance | 59.18 | |
| 26 | 50 w Light bulbs ramp Lighting | CED | Airport Maintenance | 245.34 | |
| 27 | Chain Breaker for gate chains | K&L Hardware | Airport Maintenance | 30.16 | |
| 28 | Light bulbs for ramp lights | Inland Lighting Supplies | Airport Maintenance | 195.75 | |
| 29 | Electrical runs for 680 remodel | The Home Depot | Airport Maintenance | 58.38 | |
| 30 | Electrical runs for 680 remodel | The Home Depot | Airport Maintenance | 195.52 | |
| 31 | Airfield light bulbs for the PaPi's | Bulbstock | Airport Maintenance | 405.20 | |
| 32 | Metal square tubing for aircraft seats/event | Patton Steel | Airport Manager | 766.69 | |
| 33 | Credit card processing fee for online invoice payment | OPC California Department of Industrial Relations (DIR) Fee | Airport Manager | 15.53 | |
| 34 | Payment for DIR Invoice # E2163382SB | California Department of Industrial Relations (DIR) | Airport Manager | 675.00 | |
| 35 | Pipe & drape rentals for annual SBD concert | Party Plus Rentals | Airport Manager | 611.00 | |
| 36 | Active 911 alerting - Airport MGR 1 Cell | Active 911 | Airport Operations | 16.20 | |
| 37 | MVOP digital decals | Xgraphix | Airport Operations | 185.00 | |
| 38 | Active 911 alerting - Lead OPS 1 Cell | Active 911 | Airport Operations | 16.20 | |
| 39 | Active 911 alerting - Lead OPS 2 Cell | Active 911 | Airport Operations | 16.20 | |
| 40 | Active 911 alerting - Maint MGR Cell | Active 911 | Airport Operations | 16.20 | |
| 41 | Active 911 alerting - Airport MGR 2 Cell | Active 911 | Airport Operations | 16.20 | |
| 42 | Active 911 alerting - OPS Duty Cell | Active 911 | Airport Operations | 16.20 | |
| 43 | Active 911 alerting - Security Rover 1 Cell | Active 911 | Airport Operations | 16.20 | |
| 44 | Active 911 alerting - Security Rover 2 Cell | Active 911 | Airport Operations | 16.20 | |
| | Active 911 alerting - Security Manager | Active 911 | Airport Operations | 16.20 | |
| | AAAE Influential Leadership Workshop - HQ for Adel Alsibai | AAAE | Airport Operations | 1,095.00 | |
| 47 | Lodging for Andres Zapata - AAAE Symposium in Denver, CO | Hyatt Regency | Airport Operations | 968.82 | |
| 48 | Airfare - Base airfare charge for Adel Alsibai for AAAE Training in Alexandria, VA | United Airlines | Airport Operations | 552.54 | |
| 49 | Airfare - Seat selection fee for Adel, departing flight to VA | United Airlines | Airport Operations | 32.24 | |
| | Airfare - Seat selection fee for Adel, return flight from VA | United Airlines | Airport Operations | 39.76 | |
| 51 | Travel AAAE Ops and Tech Conference 07/2025 Denver, CO- B. Knightlodging | Hyatt Regency | Airport Operations | 968.82 | |
| 52 | AAAE Noise Law 101 Virtual Course Training- Eddie Estrada | AAAE | Airport Operations | 110.00 | |
| 53 | Apparel printing on safety vests for OPS staff | Penington Designs | Airport Operations | 268.24 | |
| 54 | Wildlife tracking | Tractive GPS | Airport Operations | 156.60 | |
| 55 | Handwashing Station rental | National Construction Rental | Airport Operations | 221.76 | |
| | Apparel printing on safety vests for OPS staff | Penington Designs | Airport Operations | 114.22 | |
| | | | <u> </u> | | |

| 1: | Description. | SBIAA | Dont | A |
|------|--|--------------------------|---------------------------------------|----------|
| Line | | Vendor | Dept. | Amount |
| 57 | Active 911 alerting - Comm. Center | Active 911 | Airport Operations | 16.20 |
| 58 | AAAE Communications and Operations for Airfield Personnel- Virtual | AAAE | Airport Operations | 165.00 |
| 59 | Training- Gabe Dimas Travel AAAE Ops and Tech Conference 07/2025 Denver, CO- David | Hyatt Regency | Airport Operations | 968.82 |
| 33 | · | nyatt Regelicy | All port Operations | 900.02 |
| 60 | Spargo-lodging Active 911 alerting - OPS MGR Cell | Active 911 | Airport Operations | 16.20 |
| | AAAE Communications and Operations for Airfield Personnel- Virtual | AAAE | Airport Operations Airport Operations | 165.00 |
| 01 | Training- Stephanie Lopez | ACAL . | Amport operations | 103.00 |
| 62 | Luxivair SBD branded lobby supplies-napkins | Anypromo | Aviation | 1,700.20 |
| 63 | Luxivair SBD branded lobby supplies-hand towels | Anypromo | Aviation | 3,000.25 |
| 64 | Cases of water for Badging office | Costco | Badging Office | 41.93 |
| 65 | Travel Hook 25 conference 08/2025 Reno NV. M-Gibbs - breakfast | GSR 2nd St. Marketplace | Executive Office | 14.95 |
| | | · · | | |
| 66 | Travel Hook 25 conference 08/2025 Reno NV. M-Gibbs - lunch | GSR 2nd St. Marketplace | Executive Office | 52.39 |
| 67 | Travel Hook 25 conference 08/2025 Reno NV. M-Gibbs -parking fees | ONT Airport Parking | Executive Office | 90.00 |
| | T 194 1: 1 DO 544 6 00/2025 44 D | | 5 055 | 24.62 |
| 68 | Travel Washington DC FAA conference 08/2025 M. Burrows- | Sump Taxi | Executive Office | 24.62 |
| 69 | transportation Travel Washington DC FAA conference 08/2025 M. Burrows- | Uber | Executive Office | 22.96 |
| 09 | transportation | Obei | Executive Office | 22.90 |
| 70 | Flags for various locations on airport | Jon's Flags | Executive Office | 159.32 |
| 71 | Travel Washington DC FAA conference 08/2025 M. Burrows- | Uber | Executive Office | 41.97 |
| , 1 | transportation | Obei | Executive Office | 41.57 |
| 72 | Travel Reno NV Hook 25 conference 08/2025 M. Burrows-flight | United | Executive Office | 567.36 |
| | | oca | Zacodenie omice | 307.30 |
| 73 | Travel Reno NV Hook 25 conference 08/2025 M. Burrows-lodging | Grand Sierra Resort | Executive Office | 324.38 |
| | | | | |
| 74 | Travel Hook 25 conference 08/2025 Reno NV. M-Gibbs -breakfast | Starbucks | Executive Office | 21.43 |
| | | | | |
| 75 | Travel Hook 25 conference 08/2025 Reno NV. M-Gibbs - lunch | GSR 2nd St. Marketplace | Executive Office | 10.20 |
| 76 | Travel Washington DC FAA conference 08/2025 M. Burrows- transportation | The Thompson | Executive Office | 888.64 |
| 77 | Duplicate Key Brewery IVDA 55002 / D52310 / 110580 | Dibbs Safe and Lock | Facilities | 11.42 |
| 78 | Invoice from 04/11/25 Repair to Hydrant | Red Star Fire | Facilities | 980.00 |
| 79 | VFD for FedEx Hangar Doors | Walker Industrial | Facilities | 2,522.17 |
| 80 | Duplicate Keys Downstairs Tenant | Dibbs Safe and Lock | Facilities | 37.60 |
| 81 | Airfield guidance signs-number kit | Grainger | Facilities | 74.93 |
| 82 | Ford transit van tires | Pete's Road side service | Fleet | 721.73 |
| 83 | Nitehawk sweeper brush and intake duck | NiteHawk | Fleet | 297.53 |
| 84 | Tymco hydrulic filter- dealer only part | Mar-Co Equipment Co | Fleet | 304.06 |
| 85 | Escape #23 steering wheel position sensor | Parts Authority | Fleet | 148.47 |
| | Irrigation truck #22 throttle position sensor | Parts Authority | Fleet | 62.79 |
| 87 | ARFF truck R9 beacon | Parts Authority | Fleet | 154.47 |
| 88 | Tymco Sweeper filters | Parts Authority | Fleet | 122.75 |
| 89 | Old pressure washer battery | Parts Authority | Fleet | 128.39 |
| 90 | Credit from wrong parts sent | Parts Authority | Fleet | (19.58 |
| 91 | Hose for JCB front loader | Alternative Hose | Fleet | 147.65 |
| 92 | Light bulbs for Maverick trucks dealer only | Ken Grody Ford | Fleet | 151.77 |
| 93 | Engine mount transit van #33 | Parts Authority | Fleet | 108.26 |
| 94 | Building 48 generator battery | Parts Authority | Fleet | 178.94 |
| 95 | 811 Starter rebuild | Quality Power | Fleet | 169.95 |
| 96 | Fuel filter facilities #34 | Parts Authority | Fleet | 22.76 |
| 97 | Lodging for Kaito Brophy, CHWM Training in Orange County | Hilton Hotels | Fuel Farm | 220.33 |
| 98 | Tippecanoe island irrigation supplies and repairs | Ewing Irrigation | Grounds | 208.98 |
| 99 | Grounds irrigation supplies | Ewing Irrigation | Grounds | 705.22 |
| 100 | Grounds supplies | Uline | Grounds | 404.64 |
| 101 | Grounds supplies | La Verne Power equipment | Grounds | 76.11 |
| 102 | Reflective tape to cover candlesticks on airfield | ULINE | Grounds | 277.44 |
| 103 | Bushes for the front of the IAF | Sunshine Growers | Grounds | 304.50 |
| 104 | Insect control in office buildings-bug spray | Home Depot | Grounds | 55.30 |
| | | | | |

| | SBIAA | | | |
|------|--|------------------------------------|------------------------|----------|
| Line | Description | Vendor | Dept. | Amount |
| 105 | Continuing education seminar fee-K. Kelly | Pesticide Applicators Pro Assoc | Grounds | 115.00 |
| 106 | Continuing education seminar fees-M. Arvizo | Pesticide Applicators Pro Assoc | Grounds | 115.00 |
| 107 | Adhesive pads for installing delineators | Traffic Safety Warehouse | Grounds | 317.22 |
| 108 | Restocking power equipment supplies | Dan's Lawnmower Center | Grounds | 719.37 |
| 109 | Solenoids for battery powered clocks | Ewing | Grounds | 244.72 |
| 110 | New hires welcome post cards | VistaPrint | Human Resources | 110.88 |
| 111 | Domain Name Renewals | Network Solutions | Information Technology | 105.99 |
| 112 | Lodging - Remaining balance for Denny Hassett | Sonesta Hotels | Information Technology | 58.18 |
| 113 | Processes parking lot transactions | Windcave | Information Technology | 305.00 |
| 114 | CBP TV Content | Dish Network | Information Technology | 114.71 |
| 115 | Agencies' website usage charges, split between servers for each agency \$207.54 IVDA (57331 D54000 E110) | DigitalOcean | Information Technology | 103.77 |
| 116 | Agencies' website usage charges, split between servers for each agency \$207.54 IVDA (57331 D54000 E110) | DigitalOcean | Information Technology | 103.77 |
| 117 | DNS service for .gov domains | Amazon Web Services | Information Technology | 1.09 |
| | Website management software, split between servers for each agency. \$93.98 IVDA (57331 D54000 E110) | | Information Technology | 46.99 |
| 119 | Website management software, split between servers for each agency. \$93.98 IVDA (57331 D54000 E110) | CPANEL | Information Technology | 46.99 |
| 120 | TV content for concourse | Sling | Information Technology | 66.79 |
| 121 | Online storage | Apple.com | Information Technology | 0.99 |
| | Monthly subscription | Microsoft | Information Technology | 81.90 |
| | Website monitoring service | OH DEAR LIER | Information Technology | 29.49 |
| | TSA Cyber Security Training | Airport Center Parking (LAX) | Information Technology | 54.54 |
| | Hosted IT collaboration | Slack | Information Technology | 43.75 |
| 126 | Terminal background music | Soundtrack Your Brand | Information Technology | 54.00 |
| | Monthly subscription | Microsoft | Information Technology | 2.63 |
| 128 | Lodging - Remaining balance for Mark Dennis | Sonesta Hotels | Information Technology | 58.18 |
| | Monthly subscription | Microsoft | Information Technology | 680.40 |
| 130 | FBO AVGAS truck brake drum and shoe | Rush Truck Center | Luxivair-SBD | 1,506.19 |
| 131 | Brake air pressure switch | Colton Truck Terminal | Luxivair-SBD | 72.59 |
| 132 | Women's Restroom Repair | Hirsch Pipe Supply | Luxivair-SBD | 216.89 |
| 133 | Women's Restroom Repair | K&L Hardware | Luxivair-SBD | 14.20 |
| 134 | Hospitality Bar Restock | Sams Club | Luxivair-SBD | 167.69 |
| 135 | Fuel for Crew Car. | Chevron | Luxivair-SBD | 85.83 |
| 136 | Crew Car Wash | Suds Brothers | Luxivair-SBD | 17.00 |
| 137 | Fuel for Crew Car. | Chevron | Luxivair-SBD | 55.41 |
| 138 | Brunch for Promotional Fly-in Aviation Day | Felipe Catering | Luxivair-SBD | 600.00 |
| 139 | Ice for Hospitality Bar. | Costco | Luxivair-SBD | 21.27 |
| 140 | Ice for Hospitality Bar. | Stater Bros Market | Luxivair-SBD | 64.54 |
| 141 | Crew Car Wash | Fast 5 Xpress | Luxivair-SBD | 20.00 |
| 142 | Ice for Hospitality Bar. | Costco | Luxivair-SBD | 35.45 |
| 143 | Fuel for Crew Car. | Liberty | Luxivair-SBD | 32.18 |
| 144 | Crew Car Wash | Fast 5 Xpress | Luxivair-SBD | 20.00 |
| 145 | Fuel for Crew Car. | Arco Gasoline | Luxivair-SBD | 61.99 |
| 146 | Crew Car Wash | Fast 5 Xpress | Luxivair-SBD | 20.00 |
| 147 | Shipping Supplies | United Postal Service | Luxivair-SBD | 7.98 |
| 148 | Ice for Hospitality Bar. | Costco | Luxivair-SBD | 10.63 |
| | Beverages for Aviation Day Fly-IN | Stater Bros Market | Luxivair-SBD | 87.46 |
| | Brunch for Promotional Fly In Aviation Day | Felipe Catering | Luxivair-SBD | 1,000.00 |
| 151 | Fuel for Crew Car. | Chevron | Luxivair-SBD | 16.38 |
| 152 | Ice for Hospitality Bar. | Costco | Luxivair-SBD | 42.54 |
| | Promo give away | Stater Bros | Luxivair-SBD | 50.00 |
| | Replacement-NFPA stickers | Brimar Industries (SafetySign.com) | Luxivair-SBD | 23.44 |
| | Hazmat Training-K. Brophy | Lion Technology | Luxivair-SBD | 895.00 |
| | Fire extinguisher sign | Lowes | Luxivair-SBD | 139.17 |
| | Restock-paint measuring tape | Lowes | Luxivair-SBD | 76.29 |
| 158 | Ice for soda machine | Costco | Luxivair-SBD | 35.45 |
| 159 | Rebuild-O-ring | Grainger | Luxivair-SBD | 3.30 |
| 160 | Regulatory fire codes for fueling | NFPA | Luxivair-SBD | 169.99 |

| Line | Description | Vendor | Dept. | Amount |
|------|--|--|---------------|-----------|
| | Restock hospitality bar | Sam's Club | Luxivair-SBD | 555.24 |
| | Lunch for Executive meeting on 7/25/25 | Panera | Luxivair-SBD | 130.47 |
| | Movie streaming for FBO theater | Netflix | Luxivair-SBD | 24.99 |
| 164 | Fuel for crew car | Chevron | Luxivair-SBD | 50.21 |
| | Leland's Coffee inventory | Sam's Club | Luxivair-SBD | 67.14 |
| | CO2 for soda machine | Airgas | Luxivair-SBD | 181.75 |
| | Cable for FBO lobby | Dish Network | Luxivair-SBD | 155.35 |
| | Storage for social media device | Apple.com | Luxivair-SBD | 0.99 |
| | Lelend's Coffee inventory | Sam's Club | Luxivair-SBD | 108.48 |
| | Items shipped for Tailhook convention Reno NV. | FedEx | Luxivair-SBD | 201.04 |
| | Fuel farm supplies | Aviation Laboratories | Luxivair-SBD | 130.53 |
| | Fuel for crew car | Chevron | Luxivair-SBD | 64.54 |
| | Fuel for crew car | Chevron | Luxivair-SBD | 35.25 |
| | Express Lanes fee | Metro Express Lanes | Luxivair-SBD | 8.65 |
| | Lunch for Executive meeting on 08/13/25 | Panera | Luxivair-SBD | 104.41 |
| | Add-on lunch for Exec meeting on 08/13/25 | Panera | Luxivair-SBD | 104.03 |
| | Leland's Coffee inventory | Sam's Club | Luxivair-SBD | 69.59 |
| | Travel Tailhook convention 08/2025 Ren NV W. Mc Conaughey- | Uber | Luxivair-SBD | 48.95 |
| | Transportation | | | 10.55 |
| | Travel Tailhook convention 08/2025 Ren NV W. Mc Conaughey- | Uber | Luxivair-SBD | 13.97 |
| | Transportation | | Lawren 922 | 20.07 |
| 180 | Checked bag | South West Airlines | Luxivair-SBD | 35.00 |
| | Travel Tailhook convention 08/2025 Ren NV W. Mc Conaughey- | Uber | Luxivair-SBD | 14.90 |
| | Transportation | 0.501 | Edxivaii 355 | 11.50 |
| | Single point devices | FedEx | Luxivair-SBD | 17.77 |
| 183 | Leland's Coffee inventory | Sam's Club | Luxivair-SBD | 95.42 |
| | FBO Fuel truck 4242 air bag for seat | Fleet Services Inc. | Luxivair-SBD | 111.90 |
| | FBO AVGAS truck rear tires | Pete's Road side service | Luxivair-SBD | 773.69 |
| | FBO fuel trucks atf fluid | Parts Authority | Luxivair-SBD | 63.42 |
| | FBO GPU Hercules fuel filter housing | SP First Truck Parts | Luxivair-SBD | 531.79 |
| | FBO VW CC purge valve | Parts Authority | Luxivair-SBD | 44.25 |
| | FBO VW CC tire pressure sensors and repair | Gary's Viking Tire | Luxivair-SBD | 633.30 |
| 190 | FBO AVGAS truck door latch cable | Westrux International | Luxivair-SBD | 60.16 |
| | Promotional airfare ticket-flight cancelled | Breeze Airways | Marketing | (385.98) |
| | Luxivair SBD branded tradeshow item-lip balm | Anypromo | Marketing | 821.06 |
| | Airfare for Breeze Voucher winners - Megan Holiday and Becky Laub | Breeze Airways | Marketing | 780.00 |
| 133 | Annale for breeze voucher withers - Wegair Hollday and becky Laub | breeze All ways | Warketing | 760.00 |
| 194 | Airfare for Breeze Voucher winner - Jacques Olivier Alerte | Breeze Airways | Marketing | 295.00 |
| | Airfare for Breeze Voucher winner - Jacques Olivier Alerte Airfare for Breeze Voucher winner - Dominique DiBartolomeo | Breeze Airways | Marketing | 295.00 |
| | Airfare - Change of Return Date for Jacques Olivier Alerte | Breeze Airways Breeze Airways | Marketing | 124.00 |
| | Sponsorship-Cigar roller table | Southern California Aviation Association | Marketing | 2,500.00 |
| 137 | Sponsorship-cigal roller table | (SCAA) | Warketing | 2,300.00 |
| 198 | For Mission Support dogs-small dog bandanas | Ideastage.com | Marketing | 228.36 |
| | File transfer service | Dropbox | Marketing | 199.00 |
| | Stock imagery for advertising and marketing | Adobe | Marketing | 49.99 |
| | FBO giveaway-tech bags | Any Promo | Marketing | 2,066.72 |
| | Custom ordered, helium filled mylar and latex balloons in support of | Balloon Bouquet | Marketing | 70.03 |
| 202 | passenger services at SBD Airport. | Balloon Bouquet | iviai ketilig | 70.03 |
| 203 | Leland's Coffee branded stickers for cups | StickerApp | Marketing | 218.59 |
| | Luxivair SBD branded tradeshow item-travel straw | 1 | Marketing | 610.54 |
| 204 | Luxivair SBD branded tradeshow item-travel straw Luxivair SBD branded tradeshow item-tumblers | Anypromo | | 2,048.15 |
| 205 | | Anypromo Progra Airways | Marketing | |
| | Promotional airfare ticket-flight cancelled | Breeze Airways | Marketing | (432.00) |
| | Re-key of secure for system Enzyme tablets for new away fluid containers | Coin Security Systems | Security | 41.85 |
| 208 | Enzyme tablets for pour away fluid containers | Pour Away USA | Terminals | 344.73 |
| | | | | 53,576.84 |
| | VISA Statement Balance | | | |
| | Date Prepared: 10/07/2025 | | | |



DATE: October 22, 2025

ITEM NO: 4

PRESENTER: Mark Cousineau, Director of Finance

SUBJECT: RECEIVE AND FILE TREASURER'S REPORT FOR AUGUST 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 August 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 August 31, 2025, for the San Bernardino International Airport Authority. The total book value of cash accounts is \$7,388,856.80 on August 31, 2025. Bank statements reflect \$7,458,213.75. The difference between the two numbers is related to the outstanding checks, the deposits in transit, and other items August 31, 2025.

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

Attachments:

1. Treasurer's Report for August 31, 2025

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY Treasurer Report August 31, 2025

| <u>Cash</u> | Balance 07/31/25 | Activities | Balance 08/31/25 |
|---|---------------------|---------------------------|---------------------|
| Checking Account - Wells Fargo Bank Deposits In Transit: | \$ 4,944,706.42 | \$ (1,167,407.79) \$ | 3,777,298.63 |
| Beginning Ending | 95,272.27 | (95,272.27) 15.00 | - 15.00 |
| Outstanding Checks: Beginning Ending | (311,109.32) | 311,109.32 (69,371.95) | - (69,371.95) |
| Premium Money Market Account - Wells Fargo Bank Deposits In Transit: Beginning Ending | 2,251,792.71 | 1,300.86 | 2,253,093.57 |
| Payroll Account - Wells Fargo Bank Outstanding Checks: | 599.69 | 301,130.55 | 301,730.24 |
| Beginning Ending | - | - | - |
| Subtotal | 6,981,261.77 | (718,496.28) | 6,262,765.49 |
| Investments Local Agency Investment Funds Deposits In Transit: Beginning Ending | 356,720.61 | - | 356,720.61 |
| Subtotal | 356,720.61 | - | 356,720.61 |
| Investments Held With Fiscal Agent | | | |
| Debt Service Fund-US Bank-2021A series | 139,866.03 | 464.89 | 140,330.92 |
| Reserve Fund- US Bank 2021A series | 532,817.49 | 1,771.00 | 534,588.49 |
| Debt Service Fund-US Bank-2021B series | 26,747.58 | 88.90 | 26,836.48 |
| Reserve Fund -US Bank-2021B series | 67,390.81 | 224.00 | 67,614.81 |
| Subtotal | 766,821.91 | 2,548.79 | 769,370.70 |
| Total Cash and Investments | \$ 8,104,804.29 | (715,947.49) \$ | 7,388,856.80 |

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

Mark Cousineau, Treasurer



DATE: October 22, 2025

ITEM NO: 5

PRESENTER: Jillian Ubaldo, Assistant Secretary of the Commission

SUBJECT: APPROVE MEETING MINUTES: SEPTEMBER 24, 2025

SUMMARY

Submitted for consideration and approval by the San Bernardino International Airport Authority (SBIAA) Commission: Meeting minutes of the regular meeting held Wednesday, September 24, 2025.

RECOMMENDED ACTION(S)

Approve meeting minutes of the regular meeting held September 24, 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. September 24, 2025 meeting minutes

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY

REGULAR MEETING COMMISSION ACTIONS WEDNESDAY, SEPTEMBER 24, 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

| Commis | ssion Members | |
|---|--|--|
| City of Colton | | |
| Mayor Frank J. Navarro | Present | |
| Councilmember John Echevarria (alt) | Present (In Audience) | |
| City of Loma Linda | | |
| Councilmember Rhodes Rigsby | Absent | |
| Mayor Phillip Dupper (alt) | Absent | |
| County of San Bernardino | | |
| Supervisor Joe Baca, Jr., Vice President | Absent | |
| Supervisor Dawn Rowe (alt) | Present | |
| City of San Bernardino | | |
| Councilmember Kim Knaus | Present | |
| Councilmember Theodore Sanchez, Secretary | Present (Via Zoom) | |
| Councilmember Fred Shorett (alt) | Present (Via Zoom) | |
| City of Highland | | |
| Mayor Penny Lilburn, 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 | Darrell Hale, Property Manager | |
| Jeff Barrow, Director of Development | Jillian Ubaldo, Assistant Secretary of the Commission | |
| Mark Cousineau, Director of Finance | or of Finance Scott Huber, Legal Counsel, Cole Huber LLP | |
| Catherine Pritchett, Director of Administration | | |

SBIAA

The Regular Meeting of the San Bernardino International Airport Authority was called to order by President Penny Lilburn at approximately 5:00 p.m. on Wednesday, September 24, 2025.

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

Roll call was duly noted and recorded by voice.

Members of the Commission and staff joined Supervisor Dawn Rowe in the Pledge of Allegiance.

B. **CLOSED SESSION PUBLIC COMMENT**

There were no closed session public comment.

C. CLOSED SESSION

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

- a. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: 105 North Leland Norton Way, San Bernardino CA 92408
 Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Betty Liu, Transportation Security Administration (TSA)
- b. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
 Property: 275 N. Leland Norton Way, San Bernardino CA 92408
 Negotiating Parties: Michael Burrows, SBIAA Chief Executive Officer and Mike Allen, Executive Vice President, Bulk Fuel Sales, Titan Aviation Fuels

D. REPORT ON CLOSED SESSION

President Penny Lilburn reconvened the meeting at 5:29 p.m. President Penny Lilburn asked Mr. Scott Huber, legal Counsel, Cole Huber, LLP, if there were any reportable items Mr. Huber reported that there were none.

E. <u>ITEMS TO BE ADDED OR DELETED</u>

There were no items to be added or deleted.

F. CONFLICT OF INTEREST DISCLOSURE

1. President Penny Lilburn 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 Grants
 - c. Report on Service Pit Project
 - d. Report on Titan Fuels Amendment
- 2a. Mr. Michael Burrows, Chief Executive officer, reported that he and Mr. Mark Gibbs, Director of Aviation, recently attended the Breeze Airways' annual conference, along with representatives from other partner airports. The event provided an opportunity to discuss current operations and future plans with Breeze Airways. During the conference, San Bernardino International Airport was honored with an award in recognition of its partnership with the airline.
 - Mr. Mark Gibbs added that while approximately 74 airports currently partner with Breeze Airways, and many of those locations see higher passenger volumes, the San Bernardino International Airport was uniquely recognized with a Breeze Airways Brand Ambassador Award. This distinction highlights the Airport's strong collaboration and successful relationship with the airline.
- 2b. Mr. Mark Gibbs, Director of Aviation, reported that continued growth at the Airport, particularly through its partnership with Breeze Airways' passenger service, has helped secure federal funding through the Federal Aviation Administration's (FAA) Airport Improvement Program (AIP). He noted that the Airport has been awarded three AIP grants totaling \$7.6 million, with no local tax dollars used to fund these projects. The grant funds have been allocated to support three major upcoming infrastructure projects, which are currently in the planning and development phases.
- 2c. Mr. Jeff Barrow, Director of Development, reported that the project was initially released for bid; however, the bids received exceeded the estimated budget. In response, staff revised the project scope to reduce costs by removing approximately 150 to 200 feet of canopy space. The project will be re-bid with this revised scope, and the canopy component may be considered for inclusion in a future phase of the project.
- 2d. Mr. Mark Gibbs, Director of Aviation, reported that the agency is pleased to extend its contract with Titan Aviation Fuels as the fuel services provider at Luxivair SBD. He noted that Titan Aviation Fuels has demonstrated consistent reliability and strong performance, and the new contract will continue and strengthen the agency's successful partnership with the provider.

H. COMMISSION CONSENT ITEMS

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

- 3. Register of Demands for August 2025
- 4. Receive and file Treasurer's Report for July 31, 2025, for the San Bernardino International Airport Authority (SBIAA)
- 5. Authorize staff to issue a request for qualifications for design/build firms for the construction of the SBD Above and Beyond Project
- 6. Authorize a contract with Paycom for implementation of a Human Capital Management Solutions Software Platform
- 7. Approve Meeting Minutes: August 27, 2025

ACTION: Approve Agenda Item Nos. 3–7

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Navarro / Knaus

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

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.

8. Consider and Adopt Proposed Budget Adjustments for Fiscal Year 2025-2026

Mr. Mark Cousineau, Director of Finance, provided a brief report regarding a financial adjustment totaling \$112,801. He noted that this adjustment is comprised of several sources, including proceeds from the amended Titan Fuel agreement, as well as insurance proceeds and projected lease revenue.

ACTION: Consider and adopt budget adjustments reflected in the Proposed Budget Adjustments Table for Fiscal year 2025-2026.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Sanchez / Rowe

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

9. Approve the form of a Lease Agreement with Aloft Aviation Services, LLC (Aloft) for Hangar No. 341

Mr. Darrell Hale, Property Manager, reported that the lease agreement covers 21,140 square feet of space, with projected revenues of \$41,142 for the 2025-2026 Fiscal Year.

SBIAA

ACTION:

Approve the form of a lease agreement with Aloft Aviation Services, LLC (Aloft) for Hangar 341 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: Knaus / Navarro

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

10. Ratify the procurement of a fire pump and engine in an amount not to exceed \$393,724

Ms. Catherine Pritchett, Director of Administration, reported that in late April 2025, the main pump house experienced a failure that required immediate repairs. A claim has been submitted to the insurance carrier, and full reimbursement is pending, subject to a \$25,000 deductible.

ACTION: Ratify the contract with Western States Fire Protection company in an amount not to exceed

\$393,724 for repairs to the main pump house (Bldg. 760).

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Navarro / Rowe

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

11. Approve award of a Professional Services Agreement with AECOM Technical Services, Inc. in an amount not to exceed \$292,320 for design services for the Airport Pavement Management Plan Update

Mr. Mark Gibbs, Director of Aviation, reported that in order to maintain the airfield pavement system, the Federal Aviation Administration (FAA) requires an updated Airport Pavement Management Plan. He noted that 95% of the associated costs are eligible for reimbursement through an FAA grant.

ACTION:

Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for design services for the Pavement Management Plan Update in an amount not to exceed \$292,320; 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: Lilburn / Knaus

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

SBIAA

12. Approve a Professional Services agreement with JR Miller and Associates, Inc. for the SBD Above and Beyond Project in an amount not to exceed \$407,455

Mr. Jeff Barrow, Director of Development, provided a brief report on the professional services agreement for the SBD Above and Beyond Project. He also noted that the associated amount was not included in the Fiscal Year 2025–2026 Budget.

ACTION:

Approve a professional services agreement with JR Miller and Associates for the SBD Above and Beyond Project in an amount not to exceed \$407,455 for the SBD Above and Beyond Project; and authorize the Chief Executive Officer to execute all related documents.

RESULT: ADOPTED [UNANIMOUSLY]

MOTION/SECOND: Knaus / Navarro

AYES: Lilburn, Rowe, Sanchez, Navarro, Knaus

NAYS: None
ABSTENTIONS: None
ABSENT: Rigsby

13. Consider and discuss a Report on Annual Business Plan Progress

Ms. Jillian Ubaldo, Clerk of the Board, presented the ESRI ArcGIS Story Map of the SBIAA's 2024 Business Plan Update; available by <u>clicking here</u>.

ACTION Consider and discuss a Report on Annual Business Plan Progress.

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

14. Review Status of the Action Plan for the San Bernardino International Airport Authority (SBIAA) through December 31, 2025

Mr. Michael Burrows, Chief Executive Officer, referenced a PowerPoint presentation entitled "June 2025 – Airport Focal Areas" (as contained on pages 213-215 in the agenda packet). Mr. Burrows noted that there are numerous developments underway on the international trade side, with Ms. Myriam Beltran, Planning and Programs Manager, leading several promising initiatives that will be unveiled soon. He also congratulated the Aloft Team, acknowledging their collaborative efforts to revitalize aging facilities.

ACTION Review the Action Plan for the San Bernardino International Airport Authority through December 31, 2025.

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

President Penny Lilburn opened the public comment portion of the agenda.

Ms. Jillian Ubaldo, Clerk of the Board, read one public comment submitted via email. Ms. Claudia Neighbors expressed concerns regarding ongoing noise and low flying aircraft over East Highland to San Bernardino International Airport.

Regular Meeting Commission Actions September 24, 2025

SBIAA

President Penny Lilburn noted that airspace is regulated by the Federal Aviation Administration (FAA), not the agency. She also reminded the public that the Good Neighbor Program is in place to address similar concerns.

L. COMMISSION MEMBER COMMENT

There were no Commission Member Comments.

M. **ADJOURNMENT**

There being no further business before the Commission, President Penny Lilburn declared the meeting adjourned at 6:10 p.m.

Approved at a Regular Meeting of the San Bernardino International Airport Authority on Wednesday, October 22, 2025.

Jillian Ubaldo

Assistant Secretary of the Commission



DATE: October 22, 2025

ITEM NO: 6

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: APPROVE THE FORM OF AN EARLY TERMINATION OF LEASE AGREEMENT WITH ASA,

LLC FOR EXECUTIVE HANGAR 1

SUMMARY

The proposed early termination of lease agreement was prepared by Staff and counsel at the request of ASA, LLC (ASA). The current lease term extends through June 30, 2037; however, ASA has elected to vacate the property early. Executive Hangar 1 was constructed in 2013 as a part of the transfer of aviation assets from the Rialto Municipal Airport and is located at 170 N. Victoria Avenue, San Bernardino in the general aviation area on the northeast portion of the San Bernardino International Airport (SBD).

RECOMMENDED ACTION(S)

Approve the form of an early termination of lease agreement with ASA, LLC (ASA) for Executive Hangar 1; and authorize the Chief Executive Officer to execute all related documents, subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

The proposed action will result in an early transfer of ownership of Executive Hangar 1 to SBIAA. Upon completion of the transfer, SBIAA will assess the then current fair market value of the hangar and proceed with a separate solicitation process. As ASA paid for the construction of the hangar, the current lease is ground rent only through the current term. Any new lease with a third party would be inclusive of the hangar at a higher comparable market rate for the land and building.

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

BACKGROUND INFORMATION

ASA, LLC (ASA), was one of the original general aviation tenants that leased facilities from SBIAA in 2014 as a part of the transfer of aviation assets from the Rialto Municipal Airport. The president of ASA, Ms. Judy Scholl, is a renowned pilot and presence in the aviation industry, previously operating the fixed base operator and café at Rialto for many years. Ms. Scholl was an incredibly active tenant and aviation partner at SBD, helping support and advance the SBD general aviation community we appreciate today.

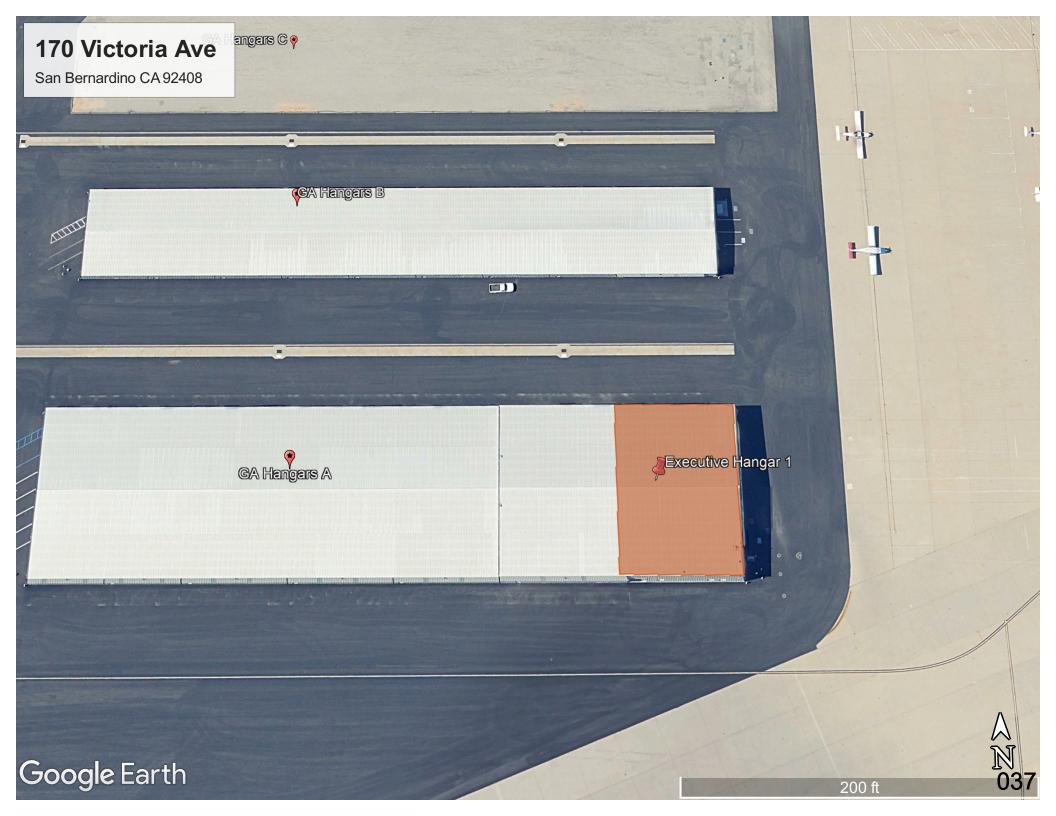
The ASA lease was carefully developed in 2014, as ASA advanced the proceeds to construct the hangar as a part of the larger 30-hangar development. As such, the lease has functioned as a ground lease with the ownership of the hangar reverting to SBIAA at the end of the lease term (currently June, 2037). At the reqest of ASA, Staff and counsel have prepared the form of an early termination of lease, the terms of which are as follows:

- Effective Date: November 1, 2025
- Demised Premises: Executive Hangar 1 (6,817 sf)
- ASA to agree to an early transfer of ownership of the Demised Premises to SBIAA via execution of a Bill of Sale concurrent with the early termination
- SBIAA has on deposit a residual constribution from Lessee of \$42,282.40 which will be remitted by SBIAA in full the Lessee within fifteen (15) calendar days on execution of the agreement.
- ASA and SBIAA consent and agree to terminate the lease as of the date that ASA vacated the property.

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

Attachments:

- 1. Site Map
- 2. Form of Early Termination of Lease
- Bill of Sale



October , 2025

Via U.S. Mail and Electronic Mail

Ms. Judy Scholl ASA, LLC 1700 Miro Way Rialto, CA 92376

170 N. Victoria Ave. Hangar 1 San Bernardino, CA 92408

RE: EARLY TERMINATION OF LEASE – EXECUTIVE HANGAR 1

Dear Ms. Scholl:

This Early Termination of Lease (this "Agreement") is made by and between the San Bernardino International Airport Authority ("Landlord") and ASA, LLC ("Lessee") with reference to the following:

- A. On or about July 18, 2014, Landlord and Tenant entered into that certain lease (the "Lease") whereby Tenant leased from Landlord the property commonly known as Executive Hangar 1 located in the general aviation area on the eastern portion of the airport, more specifically described in Exhibit "A" attached hereto (the "Demised Premises").
- B. Landlord and Lessee hereby agree that the Lease term currently extends through June 30, 2037. Therefore, Lessee and Landlord hereby mutually agree and desire to terminate the Lease as of the date Lessee vacated the Demised Premises, subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Upon execution of this Agreement, Lessee shall assist and cooperate with Landlord to execute a Bill of Sale transferring ownership of Executive Hangar 1 to Landlord. As consideration for such transfer and early termination, Landlord hereby agrees (i) that the Lease has been terminated and is no longer in effect; and (ii) that Lessee has satisfied all of Lessee's rent obligations and has no further obligations regarding the operation or use of the Demised Premises.
- 2. Landlord and Lessee represent and warrantee as of ______, 2025 "Lease Termination Date," Lessee has surrendered possession of the Demised Premises to Landlord together with all appurtenant facilities and equipment located thereon; and

1

- 3. Landlord currently holds a residual contribution from Lessee related to the lease obligations in the amount of \$42,282.40. Landlord shall remit such amount in full to Lessee within fifteen (15) calendar days from execution of this Agreement.
- 4. Nothing contained herein is intended to or shall be construed to waive or release any rights that Landlord may have as a result of Lessee's use of the Property, and this termination shall not impair or otherwise terminate any provision of the Lease that by and of its terms survive the expiration or termination of the Lease. Notwithstanding the foregoing, Landlord confirms that Lessee has satisfied all of its rent obligations under the Lease. The Landlord further confirms it has inspected the Demised Premises and accepts the Demised Premises in their current condition, thereby satisfying Lessee's surrender obligations.
- 5. Lessee represents and warrants to Landlord that Lessee has not made any assignment, sublease, transfer, conveyance, or other disposition of the Lease or any of Lessee's interest or rights thereunder.
- 6. This Agreement shall be governed by the laws of the State of California and any question arising hereunder shall be construed and determined according to such laws. Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of San Bernardino, State of California, and each party hereto expressly consents to the jurisdiction of such courts and waives its rights to cause any such actions or proceedings to be instituted or prosecuted elsewhere.
- 7. If any of the parties hereto shall bring any action or proceeding against any other to enforce or declare any rights herein created, or to bring about or declare the cancellation or rescission of this Agreement, the prevailing party or parties in such action or proceeding shall be entitled to receive from the other party or parties all reasonable attorney's fees and costs incurred in connection therewith.
- 8. This Agreement contains the entire agreement and understanding between the parties with respect to the early termination of the Lease. There are no oral understandings, terms or conditions, and neither party or parties has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- 9. This Agreement may not be changed orally, but only by agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification, or discharge is sought.
- 10. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, administrators, executors and assigns of the respective parties hereto.

| IN | WHEREOF, 2025. | the parties | have executed this Agreement to be effective on |
|--------|-------------------|-------------|---|
| | | | SAN BERNARDINO INT'L AIRPORT AUTHORITY |
| | | | Michael Burrows, CEO |
| | | | Date |
| | | | ASA, LLC |
| | | | |
| | | | Judy Scholl, President |
| | | | Date |

Exhibit "A" The Property



BILL OF SALE

This BILL OF SALE is made, executed and delivered as of _______, 2025, by and between ASA, LLC, a California limited liability corporation ("Seller"), and San Bernardino International Airport Authority, a regional joint powers authority ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain lease agreement affecting Executive Hangar 1 dated July 18, 2014 which provided for the construction and eventual transfer of Executive Hangar 1 to Buyer ("Lease Agreement");

WHEREAS, pursuant to execution of an early termination of lease agreement, Buyer and Seller now desire to carry out the intent and purpose of the Lease Agreement by Seller's execution and delivery to Buyer of this instrument evidencing the sale, conveyance, assignment, transfer and delivery to Buyer all of Seller's right and title to any personal property, equipment, and fixtures located on or at the Demised Premises including Executive Hangar 1 (collectively, the "Real and Personal Property").

NOW, THEREFORE, in connection with the Lease Agreement and in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer and its permitted successors and assigns, forever, all of Seller's right, title and interest of every kind and nature in, to and under the Real and Personal Property, free and clear of all liens.

TO HAVE AND TO HOLD the Real and Personal Property unto Buyer and its permitted successors and assigns for its and their own use and benefit, forever.

Seller make no representation that any other Personal Property exists on the Premises, but to the extent such Personal Property exist the same is conveyed to Buyer in its "AS-IS, WHERE IS" CONDITION, and Seller makes no representation or warranty as to the merchantability or suitability of the Personal Property for any particular purpose.

Seller hereby covenants that, from time to time after delivery of this instrument, at Buyer's request, Seller will do, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, and assurances as reasonably may be required to more effectively convey and transfer to, and vest in, Buyer and its permitted successors and assigns, and to put Buyer and its permitted successors and assigns in possession of any of the Personal Property.

This instrument is executed by, and shall be binding upon, Seller and Buyer and their respective permitted successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Buyer.

In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Lease Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Bill of Sale delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be signed by its duly authorized officer as of the date first written above.

SELLER:

| ASA, LLC, |
|--|
| a California limited liability company |
| |
| By: |
| Name: Judy Scholl |
| Title: President |
| |
| BUYER: |
| SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY |
| By: |
| |
| Name: Michael Burrows |

Title: CEO



TO: San Bernardino International Airport Authority Commission

DATE: October 22, 2025

ITEM NO: 7

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 \$254,718.95 FOR DESIGN

SERVICES FOR THE RECONSTRUCT NORTH AIRCRAFT RAMP PROJECT

SUMMARY

The proposed agreement with AECOM Technical Services, Inc. (AECOM) would provide specialized engineering design services necessary to develop bid ready plans and specifications in accordance with Federal Aviation Administration (FAA) requirements for the Reconstruct North Aircraft Ramp Project at the San Bernardino International Airport. This project is grant eligible through the FAA Airport Improvement Program (AIP). AECOM would provide: engineering design services, project management and coordination, field investigation and data collection, data analysis, bidding support services, and engineering support services during construction for this project.

RECOMMENDED ACTION(S)

Approve the award of a Professional Services Agreement with AECOM Technical Services, Inc. for design services for the North Aircraft Ramp Project in an amount not to exceed \$254,718.95; and authorize the Chief Executive Officer to execute all related documents subject to technical and conforming changes as approved by legal counsel.

FISCAL IMPACT

None. Funding for this professional services agreement is included in the approved San Bernardino International Airport Authority (SBIAA) Fiscal Year 2025-26 Budget as a Capital Improvement Project, with up to 90% of the project cost eligible for reimbursement through FAA AIP grant entitlement funds.

| 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

Non-exclusive use airfield infrastructure projects are generally eligible for grant funding from the FAA through the Airport Improvement Program in accordance with certain FAA eligibility criteria. The purpose of the North Aircraft Ramp Project (Project) is to replace failing Portland Cement Concrete (PCC) near the northwest end of Taxiway E. The Project would reconstruct an approximately 400-foot x 75-foot PCC ramp section within the larger aircraft ramp area.

On February 28, 2024, the SBIAA Commission authorized Staff to solicit statements of qualifications (SOQs) from qualified firms to provide professional services for 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 EI 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 specializing in airport projects funded through AIP, 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 professional services agreements, SOQ's were competitively rated, and AECOM was determined to be the highest rated firm.

As required by the FAA for professional services 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 evaluate 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 project. Up to ninety percent (90%) of this professional services agreement cost is reimbursable by the FAA through the AIP, the remaining ten percent (10%) would be funded by SBIAA.

Future airport 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. SBIAA's standard form professional services agreement will be used for this project.

Staff recommends the Commission approve the above actions.

Attachments:

- 1. Form of Professional Services Agreement
- 2. Project Location

SAN BERNARDINO INTERNATIONAL AIRPORT AUTHORITY AGREEMENT FOR PROFESSIONAL SERVICES

AECOM Technical Services, Inc. Reconstruct North Aircraft Ramp

| This AGREEMENT FOR PROF | ESSIONAL SERVICES (the "Agreement" or "Contract") is made |
|--------------------------------------|---|
| and entered into as of | , 2025 by and between the SAN BERNARDINO |
| INTERNATIONAL AIRPORT AUTHOI | RITY ("SBIAA"), a joint powers authority created pursuant to |
| Government Code Sections 6500, et | t seq., and AECOM Technical Services, Inc. (the "Consultant"). |
| SBIAA and the Consultant are jointly | y 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. <u>SUPERVISION OF CONSULTANT</u>. 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. <u>TERM OF AGREEMENT</u>. The term of this Agreement shall commence on the date first appearing in this Agreement and will terminate on **December 31, 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. <u>SCOPE OF CONSULTANT SERVICES</u>. 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

Page 1 of 37

(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 \$254,718.95 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. <u>NOTICE TO PROCEED</u>. 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. <u>RECORDS RETENTION</u>. 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. <u>INDEMNIFICATION AND DEFENSE</u>.

- 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. <u>INSURANCE</u>. 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. <u>PRESS RELEASES</u>. 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. <u>CONFIDENTIALITY OF MATERIALS AND INFORMATION</u>. 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. <u>TERMINATION OF AGREEMENT FOR CONVENIENCE.</u>

- 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 <u>SBIAA</u>, the Consultant must immediately discontinue all services affected.
- B. Upon termination of the Agreement the Consultant must deliver to <u>SBIAA</u> 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. <u>NOTICES</u>. 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. <u>COMPLIANCE WITH THE LAW</u>. 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. <u>SEVERABILITY</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. <u>AMENDMENT OR MODIFICATION</u>. 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. <u>GOVERNING LAW AND CHOICE OF VENUE</u>. 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. <u>NON-WAIVER</u>. 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. <u>ASSIGNMENT</u>. This Agreement may not be assigned by the Consultant without the prior written consent of the SBIAA.
- 23. <u>REPRESENTATIONS OF PERSONS EXECUTING AGREEMENT</u>. 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. <u>EXECUTION IN COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, each of which will constitute a duplicate original.
- 25. <u>EFFECTIVENESS OF AGREEMENT AS TO THE SBIAA.</u> 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. <u>NON-EXCLUSIVITY</u>. 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. <u>AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 GENERAL CIVIL RIGHTS PROVISIONS</u>. 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. <u>ACCESS TO RECORDS AND REPORTS</u>. 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. <u>COPELAND "ANTI-KICKBACK" ACT.</u> 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 (\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. <u>ENERGY CONSERVATION REQUIREMENTS</u>. 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. <u>FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)</u>. 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

Page 13 of 37

pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- 35. <u>TEXTING WHEN DRIVING</u>. 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.
- (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

Page 14 of 37

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. <u>FAIR POLITICAL PRACTICES COMMISSION FORMS AND FILINGS</u>. 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. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u>. 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 By: _____ Date: _____ Michael Burrows Chief Executive Officer ATTEST: 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. By: _____

Page 18 of 37

San Bernardino International Airport (SBD)

Exhibit "A" - Scope of Services Design Services for Reconstruct North Aircraft Ramp Project September 8, 2025

BACKGROUND

San Bernardino International Airport Authority ("SBIAA" or Authority) has requested design services for Reconstruct North Aircraft Ramp Project. The improvements include approximately 32,000 square feet of the existing PCC pavement along east side of North Aircraft Ramp from Taxiway E to U.S. Forest Service Ramp. The general scope is to develop engineering drawings, specifications, cost estimate, engineer's design report, and bid package.

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

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

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

WORK BREAKDOWN STRUCTURE

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

TASK 1 – PROJECT MANAGEMENT

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

TASK 2 - FIELD INVESTIGATION AND DATA COLLECTION

- **Task 2.1 Site Investigation.** AECOM will perform field investigations including visual observation of the site to assess the pavement distresses and project limits. Assume two (2) site visits by two (2) AECOM engineers.
- **Task 2.2 Records Research.** AECOM will perform records review and research of existing as-built drawings and other pertinent reports.
- **Task 2.3 Topographic Survey**. Guida, as subconsultant to AECOM, will perform a topographic survey, and will provide horizontal and vertical datums such that construction survey can tie into previously established survey control.

Page 1 of 5 Date Printed: 9/8/25





San Bernardino International Airport (SBD)

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

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

The topographic survey data will be downloaded, processed, and tied to the horizontal and vertical control established for this project. A digital terrain model will be created from the topographic survey data. The final deliverables will include the topographic data mapped in AutoCAD Civil3D at 4-scale with 1-foot contours and a hard copy signed and sealed by a California Professional Land Surveyor.

TASK 3 - 60% DESIGN SUBMITTAL

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

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

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

- General Plans
- Construction Phasing Plans and Details
- Horizontal Control and Paving Plans
- Demolition/Erosion Control Plans
- Pavement Details
- Grading Plans
- Pavement Marking Plans and Details

Task 3.2 Develop Engineer's Design Report. AECOM will develop the Engineer's Design Report. The report will include a description of the North Ramp pavement, geometry, analysis of the existing pavement conditions and the recommended improvements.

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

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

Page 2 of 5 Date Printed: 9/8/25





San Bernardino International Airport (SBD)

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

TASK 4 - 90% AND FINAL DESIGN DEVELOPMENT

- **Task 4.1 Develop and Update Drawings.** AECOM will prepare 90% drawings, and will incorporate SBIAA's 60% review comments and update the design of the project.
- **Task 4.2 Develop and Update Engineer's Design Report.** AECOM will develop and update the Engineer's Design Report under Task 3.2.
- **Task 4.3 Develop and Update Technical Specifications.** AECOM will develop and update the technical specifications and will incorporate the Authority's 60% review comments under Task 3.3. The specifications will include the updates of the bid schedule. AECOM will review the Authority's Standard Contract Provisions and General Conditions and provide comments for conflicts with the technical specifications.
- **Task 4.4 Develop and Update Quantities and Cost Estimate.** AECOM will develop and update the probable construction cost under Task 3.4 with the quantities and associated unit prices.
- **Task 4.5 Design Review Meeting.** Within two (2) weeks of the submittal, AECOM will conduct an on-line virtual design review meeting. AECOM will answer questions about the project design, and document review comments. AECOM will address the review comments.
- **Task 4.6 Prepare Final Bid Documents.** AECOM will prepare the final (bid ready) Plans, Specifications, and Estimate. AECOM will incorporate the 90% review comments from the Authority and FAA, and finalize the bid documents.

Deliverables:

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

TASK 5 – BIDDING SUPPORT SERVICES

- **Task 5.1** Attend Pre-Bid Conference. AECOM will attend the pre-bid conference to assist the Authority in responding to bidder's questions.
- **Task 5.2 Issue Clarifications / Addendums.** AECOM will provide written responses to bidder's questions as requested by the Authority, and prepare any required addenda showing revision of the scope of work.
- **Task 5.3 Review Bids and Recommend Award**. AECOM will review the bids submitted, provide bid tabulation, provide comments and recommendation of award to the Authority.

TASK 6 – ENGINEERING SUPPORT DURING CONSTRUCTION

Task 6.1 Pre-Construction and Design Coordination Meetings. Participate in design support

Page 3 of 5 Date Printed: 9/8/25



Design Services for Reconstruct North Aircraft Ramp



San Bernardino International Airport (SBD)

during construction coordination meetings by virtual on-line conference calls and discussion of field issues schedule.

Assume total of eight (8) meetings: Two (2) in-person meetings at SBD and six (6) on-line virtual meetings.

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

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

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

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

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

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

ASSUMPTIONS / EXCLUSIONS

- 1. Environmental engineering and mitigation are excluded.
- 2. Permitting is excluded.
- 3. Removal or remediation of contaminated soils is excluded.
- 4. Excludes subsurface and geotechnical investigation. It is assumed AECOM can use geotechnical reports from nearby projects.
- 5. It is assumed the Contractor will develop the SWPPP and obtain the NOI and any necessary permits.
- 6. Assume construction phasing with nightly closures of north ramp at the intersecting Taxiways C and E.
- 7. Preparation of a Construction Safety and Phasing Plan (CSPP) is excluded.
- 8. Conducting a Safety Risk Management (SRM) panel is excluded.
- 9. Assumed airfield lighting/signage is not affected by the reconstruction of North Ramp pavement, except for modifications to underground electrical conduits as required along the edge of the pavement improvements.
- 10. Assumed engineering design duration is 3.5 months.
- 11. Assume construction support services duration is 4 months.
- 12. No other services are assumed beyond what is defined in this Scope of Work.
- 13. 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.

Page 4 of 5 Date Printed: 9/8/25



Design Services for Reconstruct North Aircraft Ramp



San Bernardino International Airport (SBD)

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

Page 5 of 5 Date Printed: 9/8/25





SBD RECONSTRUCT NORTH AIRCRAFT RAMP
PROJECT MAP

San Bernardino International Airport (SBD) Design Services for Reconstruct North Aircraft Ramp Summary of Cost Proposal, September 8, 2025

| Task 1 - Project Management | | | |
|--|----------------|------------------|--------------|
| AECOM Labor | | \$10,542.00 | |
| AECOM Expenses | | \$0.00 | |
| Subconsultant | | \$0.00 | |
| Subtotal | | | \$10,542.00 |
| Task 2 - Field Investigation and Data Collection | | | |
| AECOM Labor | | \$13,181.70 | |
| AECOM Expenses | | \$600.00 | |
| Subconsultant | | \$10,490.00 | |
| Subtotal | | \$10,490.00 | \$24,271.70 |
| Subtotal | | | \$24,271.7U |
| Task 3 - 60% Design Submittal | | | |
| AECOM Labor | | \$78,334.20 | |
| AECOM Expenses | | \$300.00 | |
| Subconsultant | | \$0.00 | |
| Subtotal | | | \$78,634.20 |
| Task 4 - 90% and Final Design Development | | | |
| AECOM Labor | | \$85,796.55 | |
| AECOM Expenses | | \$300.00 | |
| Subconsultant | | \$0.00 | |
| Subtotal | | φυ.υυ | \$86,096.55 |
| T D | | | |
| Task 5 - Bidding Support Services | | 05 777 40 | |
| AECOM Labor | | \$5,777.10 | |
| AECOM Expenses | | \$100.00 | |
| Subconsultant | | \$0.00 | ¢E 077 40 |
| Subtotal | | | \$5,877.10 |
| Task 6 - Engineering Support During Construction | | | |
| AECOM Labor | | \$48,497.40 | |
| AECOM Expenses | | \$800.00 | |
| Subconsultant | | \$0.00 | |
| Subtotal | | | \$49,297.40 |
| | | | |
| | AECOM Labor | \$242,128.95 | |
| | AECOM Expenses | \$2,100.00 | |
| | Subconsultants | \$10,490.00 | |
| | Grand Total | | \$254,718.95 |

San Bernardino International Airport (SBD) Design Services for Reconstruct North Aircraft Ramp Estimate and Hour Summary, September 8, 2025

| | | | | | | | | ., | | | | | _ | | |
|---|---|---|-----------------------|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---|-----------------------------|-----------------------|----------------------------------|-----------------------------|--|
| Task Description | | Technical Leader \$ 282.45 | S 297.15 | Civil Eng V | Civil Eng IV | Civil Eng III | Electrical Eng | Sr Designer / CADD | Project Controls | ы. Р У \$ 123.90 | Labor Subtotal | opc,s | Subs (Includes 5% Mark-up) | Total Amount | |
| | | | | | | | | | | | | | | | |
| PROJECT MANAGEMENT | | | | | | | | | | | | | | | |
| Project Administration and Coordination | 48 | | 24 | | | | | | 16 | 8 | \$ 10,542.00 | \$ - | \$ - | \$ 10,542.00 | |
| | | | | | | | | | | | | | | | |
| Subtotal Hours Task 1 - | 48 | - | 24 | - | - | - | - | - | 16 | 8 | \$ 10,542.00 | \$ - | \$ - | \$ 10,542.00 | |
| EIELD INVESTIGATION AND DATA COLLECTION | | | | | | | | | | | | | | | |
| | 32 | Ω | 16 | ρ | | | | | | | \$ 8,979,60 | \$ 600.00 | ¢ . | \$ 9,579.60 | |
| | 1 | | 10 | 0 | | | 2 | | | | | \$ 000.00 \$ | \$ - | \$ 9,379.00 | |
| | 12 | | 4 | 6 | | | 2 | | | | | \$ - | \$ 10 490 00 | \$ 13.717.70 | |
| | - | | -7 | | | | | | | | \$ - | \$ - | 0,100.00 | \$ - | |
| | | | | | | | | | | | , | | | | |
| Subtotal Hours Task 2 - | 48 | 12 | 20 | 14 | | | 2 | | - | - | \$ 13,181.70 | \$ 600.00 | \$ 10,490.00 | \$ 24,271.70 | |
| CON/ DECICAL CUIDMITTAL | | | | | | | | | | | | | | | |
| | 20.4 | 00 | 40 | | 6.1 | | 40 | 400 | | | £ 57.004.00 | ¢ | ¢. | £ 57.004.00 | |
| | | | | 36 | 64 | 36 | 16 | 120 | | 4 | | \$ - | \$ - | \$ 57,384.60 \$ 6,262.20 | |
| | | | | | | | 1 | | | 4 | | ъ - | ъ - е | \$ 8,172.15 | |
| | | | | | 6 | | | | | | | \$ - | \$ - \$ | \$ 3,009.30 | |
| | | | | 4 | 0 | | 1 | | | | , | \$ 300.00 | \$ - | \$ 3,805.95 | |
| Design Neview and Coordination Meeting | 15 | | - | | | | | | | | Ψ 5,505.95 | ψ 300.00 | Ψ - | ψ 3,003.93 | |
| Subtotal Hours Task 3 - | 382 | 64 | 30 | 40 | 70 | 36 | 18 | 120 | - | 4 | \$ 78,334.20 | \$ 300.00 | \$ - | \$ 78,634.20 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | 36 | 64 | 36 | 16 | 120 | | | | \$ - | \$ - | \$ 56,790.30 | |
| | | | | | | | 4 | | | 3 | | \$ - | 7 | \$ 3,255.00 | |
| | | | | | 4 | | 1 | | | | | ф - | ф - | \$ 6,477.45 \$ 2,016.00 | |
| | | | | 4 | 4 | | 1 | | | | | \$ 300.00 | ъ - е | \$ 2,016.00 | |
| | | | | | 20 | ρ | | 20 | | | | \$ 300.00 | \$ - \$ | \$ 14,331.45 | |
| r repare r mai bio bocoments | 7.5 | | - | 0 | 20 | | | 23 | | | Ψ 14,001.40 | Ψ - | Ψ - | ψ 14,551.45 | |
| Subtotal Hours Task 4 - | 432 | 55 | 27 | 46 | 88 | 44 | 20 | 149 | - | 3 | \$ 85,796.55 | \$ 300.00 | \$ - | \$ 86,096.55 | |
| | | | | | | | | | | | | | | | |
| | | _ | | | | | | | | | | | | 0.45.55 | |
| | | | | | | | _ | | | | | \$ 100.00 | \$ - | \$ 947.35 | |
| | | | 4 | | 4 | | 2 | 4 | | | | ф - | ф - | \$ 3,502.80 \$ 1,426.95 | |
| Review Bids and Recommend Award | 3 | 4 | | | | | | | | | \$ 1,426.95 | φ - | φ - | \$ 1,426.95 | |
| Subtotal Hours Task 5 - | 24 | 13 | 1 | - | 4 | | 2 | 4 | - | - | \$ 5,777.10 | \$ 100.00 | \$ - | \$ 5,877.10 | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | 24 | 6 | 6 | 12 | | | | | | | \$ 6,426.00 | \$ 350.00 | \$ - | \$ 6,776.00 | |
| | | | 12 | | | | | | | | | \$ - | \$ - | \$ 20,853.00 | |
| | | | | | | | | 22 | | | | \$ - | \$ - | \$ 8,106.00 | |
| | | | | 15 | _ | | | 0.4 | | | | \$ 450.00 | \$ - | \$ 7,058.70 | |
| Prepare Record Drawings | 38 | 4 | | | 8 | | 2 | 24 | | | \$ 6,503.70 | a - | Ф - | \$ 6,503.70 | |
| Subtotal Hours Task 6 - | 211 | 42 | 18 | 85 | 8 | - | 12 | 46 | _ | _ | \$ 48,497,40 | \$ 800,00 | \$ - | \$ 49,297.40 | |
| | | | | | | | | | | | ,, , | , 222300 | | , | |
| Total Hours | 1,145 | 186 | 120 | 185 | 170 | 80 | 54 | 319 | 16 | 15 | \$ 242,128.95 | \$ 2,100.00 | \$ 10,490.00 | \$ 254,718.95 | |
| | Subtotal Hours Task 1 - FIELD INVESTIGATION AND DATA COLLECTION Site Investigation (Two Site Visits by 2 Engineers) Records Research Topographic Survey Subtotal Hours Task 2 - 60% DESIGN SUBMITTAL Develop Drawings Develop Engineer's Design Report Develop Engineer's Design Report Develop Quantities and Cost Estimate Design Review and Coordination Meeting Subtotal Hours Task 3 - 90% AND FINAL DESIGN DEVELOPMENT Develop and Update Drawings Develop and Update Technical Specifications Develop and Update Engineer's Design Report Develop and Update Technical Specifications Develop and Update Quantities and Cost Estimate Design Review Meeting Prepare Final Bid Documents Subtotal Hours Task 4 - BIDDING SUPPORT SERVICES Attend Pre-Bid Conference Issue Clarifications / Addendums Review Bids and Recommend Award Subtotal Hours Task 5 - ENGINEERING SUPPORT DURING CONSTRUCTION Pre-Construction & Design Coordination Meetings (Assume 6 Mitgs) Responses to RFI and Submittals Clarifications, Issue Change Orders, and Revisions to Drawings Site Observations Trips and Final Inspection (Total 4 Trips) Prepare Record Drawings | Subtotal Hours Task 1 - 48 FIELD INVESTIGATION AND DATA COLLECTION Site Investigation (Two Site Visits by 2 Engineers) Records Research Topographic Survey 12 Subtotal Hours Task 2 - 48 60% DESIGN SUBMITTAL Develop Drawings Develop Engineer's Design Report Develop Engineer's Design Report Develop Technical Specifications Develop Engineer's Design Report Develop Technical Specifications Subtotal Hours Task 3 - 382 90% AND FINAL DESIGN DEVELOPMENT Develop and Update Drawings Develop and Update Engineer's Design Report Develop and Update Engineer's Design Report Develop and Update Engineer's Design Report Develop and Update Quantities and Cost Estimate Subtotal Hours Task 3 - 382 BIDDING SUPPORT SERVICES Attend Pre-Bid Conference Jasue Clarifications / Addendums Review Bids and Recommend Award Subtotal Hours Task 5 - 24 ENGINEERING SUPPORT DURING CONSTRUCTION Pre-Construction & Design Coordination Meetings (Assume 6 Migs) 24 Responses to RFI and Submittals Clarifications, Issue Change Orders, and Revisions to Drawings 38 Subtotal Hours Task 6 - 211 Prepare Record Drawings 38 | Subtotal Hours Task 1 | Subtotal Hours Task 1 - | Subtotal Hours Task 1 | Subtotal Hours Task 1: 48 | Subtotal Hours Task 1 | Subtotal Hours Task 1 | Subtotal Hours Task 1 | |

| Total | \$ 254,718.95 |
| AECOM Design Services | \$ 193,631.55 |
| AECOM CA Services | \$ 48,497.40 |

AECOM CA Services \$ 48,497.40
AECOM Expenses \$ 2,100.00
Subconsultants \$ 10,490.00

San Bernardino International Airport (SBD) Reconstruct North Aircraft Ramp Sptember 8, 2025 ASSUME 24" X 36" DRAWINGS

Proposed Index of Drawings

| No. | Sheet | Drawing Title | Scale | 60% | 90% | Final |
|-----|-------|--|---------|-----|-----|-------|
| 1 | G-001 | COVER SHEET | N/A | Υ | Υ | Y |
| 2 | G-002 | INDEX OF DRAWINGS AND GENERAL NOTES | N/A | Υ | Υ | Υ |
| 3 | G-003 | CONSTRUCTION NOTES, ABBREVIATIONS AND LEGEND | N/A | Υ | Υ | Υ |
| 4 | V-001 | SURVEY CONTROL | 1"=400' | N | Υ | Υ |
| 5 | G-001 | CONTRACTOR STAGING, LAYDOWN AREA AND ACCESS PLAN | 1"=400' | Υ | Υ | Υ |
| 6 | G-100 | CONSTRUCTION SEQUENCING SCHEDULE AND PHASING NOTES | N/A | Υ | Υ | Υ |
| 7 | G-101 | CONSTRUCTION PHASING PLAN, SHEET 1 OF 3 | 1"=400' | Υ | Υ | Υ |
| 8 | G-102 | CONSTRUCTION PHASING PLAN, SHEET 2 OF 3 | 1"=400' | Υ | Υ | Υ |
| 9 | G-103 | CONSTRUCTION PHASING PLAN, SHEET 3 OF 3 | 1"=400' | Υ | Υ | Υ |
| 10 | G-121 | ENLARGED PHASING PLAN, SHEET 1 OF 2 | 1"=100' | Υ | Υ | Υ |
| 11 | G-122 | ENLARGED PHASING PLAN, SHEET 2 OF 2 | 1"=100' | Υ | Υ | Υ |
| 12 | G-201 | CONSTRUCTION PHASING DETAILS | N/A | N | Υ | Υ |
| 13 | C-001 | HORIZONTAL CONTROL PLAN | 1"=40' | Υ | Υ | Υ |
| 14 | C-011 | EROSION AND SEDIMENT CONTROL PLAN | 1"=40' | Υ | Υ | Υ |
| 15 | C-013 | EROSION AND SEDIMENT CONTROL DETAILS | N/A | Υ | Υ | Υ |
| 16 | C-101 | DEMOLITION PLAN | 1"=40' | Υ | Υ | Υ |
| 17 | C-110 | OVERALL PAVEMENT PLAN | 1"=100' | Υ | Υ | Υ |
| 18 | C-201 | TYPICAL PAVEMENT SECTION | N/A | Υ | Υ | Υ |
| 19 | C-301 | PAVEMENT DETAILS, SHEET 1 OF 2 | N/A | Υ | Υ | Υ |
| 20 | C-302 | PAVEMENT DETAILS, SHEET 2 OF 2 | N/A | N | Υ | Υ |
| 21 | C-311 | PAVEMENT JOINTING PLAN | 1"=100' | Υ | Υ | Υ |
| 22 | C-313 | PAVEMENT ELEVATION PLAN | 1"=40' | Υ | Υ | Υ |
| 23 | C-321 | GRADING PLAN | 1"=40' | Υ | Υ | Υ |
| 24 | C-401 | PAVEMENT MARKING PLAN, SHEET 1 OF 2 | 1"=40' | Υ | Υ | Υ |
| 25 | C-402 | PAVEMENT MARKING PLAN, SHEET 2 OF 2 | 1"=40' | Υ | Υ | Υ |
| 26 | C-411 | PAVEMENT MARKING DETAILS, SHEET 1 OF 2 | N/A | Υ | Υ | Υ |
| 27 | C-412 | PAVEMENT MARKING DETAILS, SHEET 2 OF 2 | N/A | Υ | Υ | Υ |
| 28 | C-420 | UTILITIES PROTECTION DETAILS | N/A | Υ | Υ | Y |
| 29 | E-001 | ELECTRICAL CONDUITS MODIFICATIONS PLAN AND DETAILS | N/A | Υ | Υ | Υ |
| | | OTHER DELIVERABLES | | | | |
| 1 | | TOPOGRAPHIC SURVEY | N/A | Υ | Υ | N |
| 2 | | ENGINEER'S DESIGN REPORT | N/A | Υ | Υ | Υ |
| 3 | | COST ESTIMATE | N/A | Υ | Υ | Υ |
| 4 | | TECHNICAL SPECIFICATIONS | N/A | Υ | Υ | Υ |

EXHIBIT B

SUPERVISORY STAFF PERSONNEL

SBIAA Staff:

Chief Executive Officer
Director of Aviation
Director of Development
Airport Manager

EXHIBIT C

FAA CONTRACT PROVSIONS

I. EQUAL OPPORTUNITY CLAUSE.

- A. During the performance of this contract, the Consultant agrees as follows:
- 1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 4. The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Consultant's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

- 4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Consultant has a collective bargaining agreement, to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Consultant during the training period, and the Consultant must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its

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

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefor, along with whatever additional actions the Consultant may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or woman sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in

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

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such 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.
- I. 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.
- 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. <u>CIVIL RIGHTS ACT OF 1964, TITLE VI CONTRACTOR CONTRACTUAL</u>

 <u>REQUIREMENTS</u>. During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:
- A. <u>General Civil Rights Provision</u>. 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. <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities.</u>

 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. <u>Compliance with Nondiscrimination Requirements</u>. 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. <u>DISADVANTAGED BUSINESS ENTERPRISES</u>.

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;
- Assessing sanctions;
- 3. Liquidated damages; and/or
- Disqualifying the Contractor from future bidding as nonresponsible.
- 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.** <u>CERTIFICATION REGARDING LOBBYING</u>. Consultant/Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **V.** TRADE RESTRICTION CERTIFICATION. By submission of an offer, the Offeror/Consultant certifies that with respect to this solicitation and any resultant contract, the Offeror:
- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- C. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- D. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
- E. The Offeror/Consultant must provide immediate written notice to SBIAA if the Offeror/Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.
- F. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror/ Consultant or subcontractor:

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

VI. <u>CERTIFICATION REGARDING DEBARMENT AND SUSPENSION</u>.

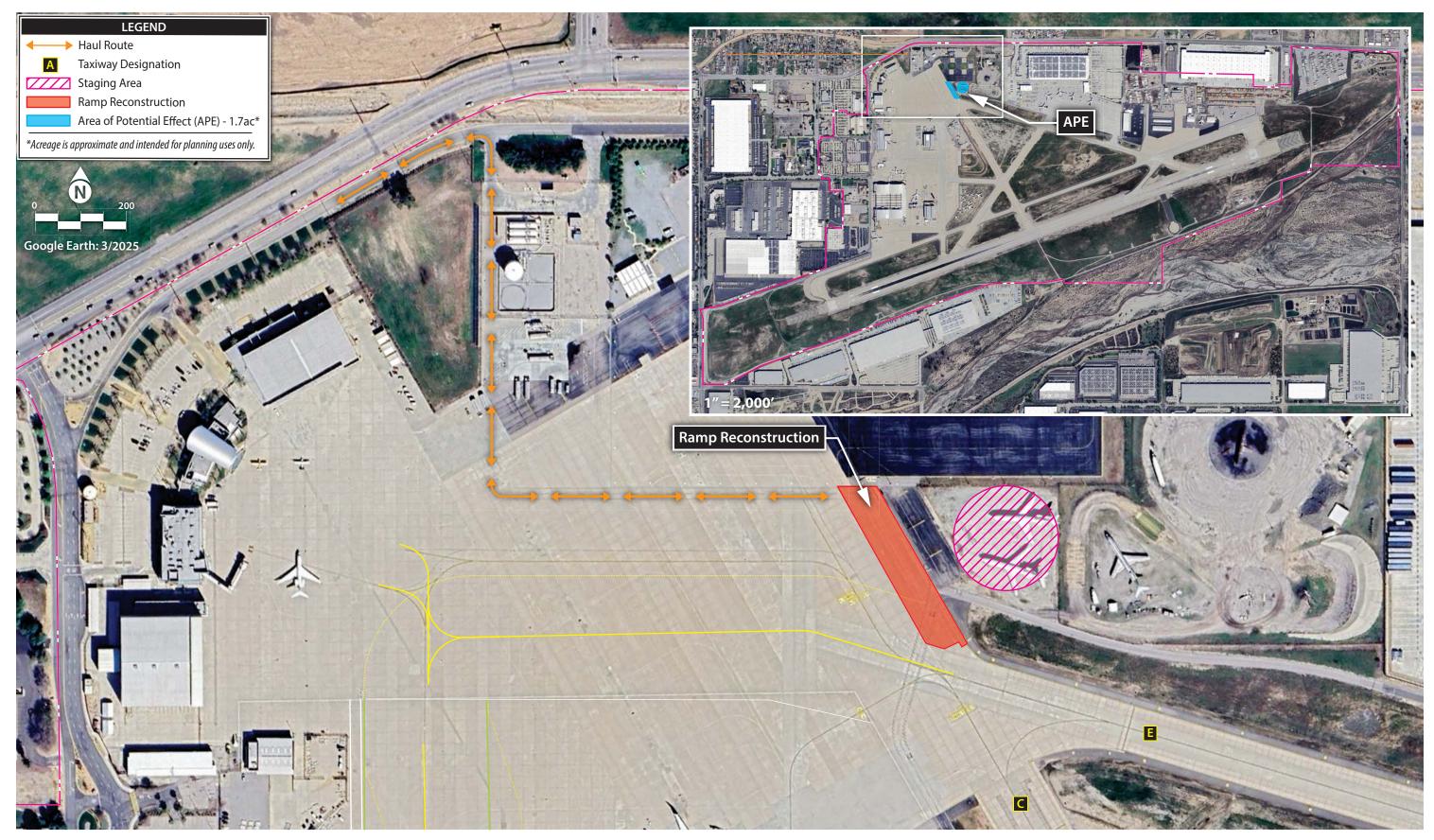
A. <u>Certification of Offeror/ Bidder Regarding Debarment.</u> By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. <u>Certification Lower Tier Contracts Regarding Debarment.</u> 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. <u>CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS.</u> 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: October 22, 2025

ITEM NO: 8

PRESENTER: Mark Gibbs, Director of Aviation

SUBJECT: CONSIDER AND DISCUSS THE SBD GOOD NEIGHBOR PROGRAM THIRD QUARTER 2025

REPORT

SUMMARY

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

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

RECOMMENDED ACTION(S)

Consider and discuss the SBD Good Neighbor Program quarterly report.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

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

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

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

For informational and discussion purposes.

<u>Attachments:</u>

1. SBD Good Neighbor Program 2025 Q3 Report



Program Components

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



COMMUNITY OUTREACH

Presentations, reports to jurisdictions, communications efforts



EDUCATION

Website to provide information, explanatory videos



COMMUNICATIONS

Reports to the Board, e-newsletter, social media



GAIN FEEDBACK & LISTEN

PHONE

Noise comment and general feedback forms Dedicated noise hotline



EMAIL

sbdgoodneighbor.com/contact-us/



San Bernardino International Airport Good Neighbor Program

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

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

A program update follows.





RECEIVE FEEDBACK



EDUCATE THE REGION



PROVIDE CONSISTENT REPORTING



San Bernardino International Airport **Good Neighbor Program**

Notable developments for 3Q25:

- Published Good Neighbor News Summer 2025 newsletter, shared individual articles, and promoted subscriptions
- Ongoing promotion of Breeze Airways' nonstops to Provo and San Francisco for summer and fall travel
- Promoted Cruising at Altitude concert and air service celebration
- Tabled at community events, including Rim of the World High School's Career Fair
- Celebrated five years of the SBD Good Neighbor Program in July







Social Media - Strategy

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





Disclaimer: SBD Good Neighbor Program

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

Introduction

Quarterly Report - October 2025

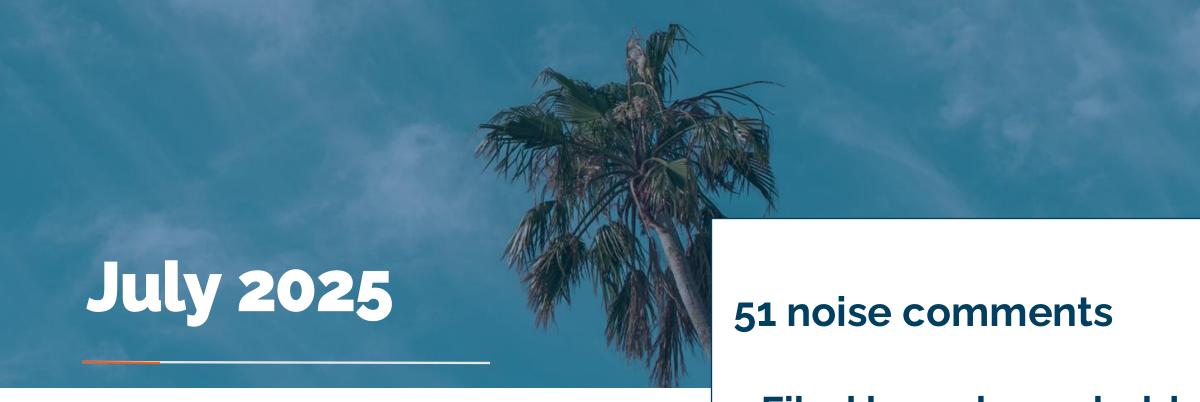












A first look at the first month of the quarter.

- Filed by 19 households

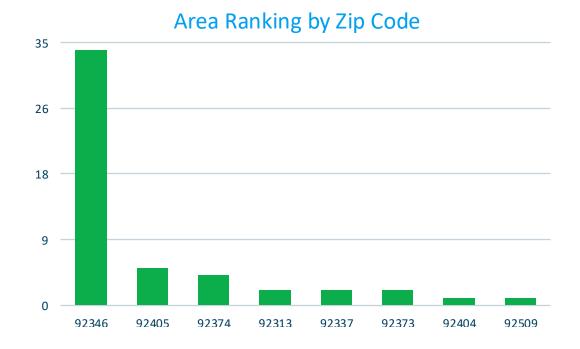


Comments in July

SBD International Airport

July 2025

| ZIP CODE | СІТУ | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------------|----------|------------|------------------------|
| 92346 | Highland | 34 | 8 | 4.3 |
| 92405 | San Bernardino | 5 | 1 | 5.0 |
| 92374 | Redlands | 4 | 4 | 1.0 |
| 92313 | Grand Terrace | 2 | 1 | 2.0 |
| 92337 | Fontana | 2 | 1 | 2.0 |
| 92373 | Redlands | 2 | 2 | 1.0 |
| 92404 | San Bernardino | 1 | 1 | 1.0 |
| 92509 | Riverside | 1 | 1 | 1.0 |
| TOTALS | | 51 | 19 | 2.7 |

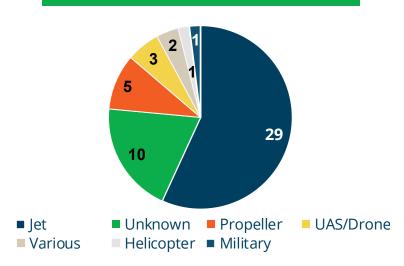


Comment Breakdown

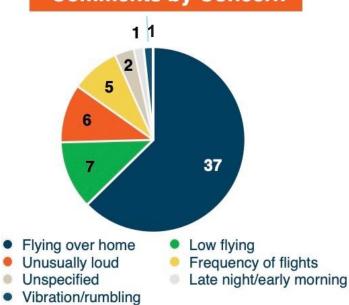
SBD International Airport

July 2025

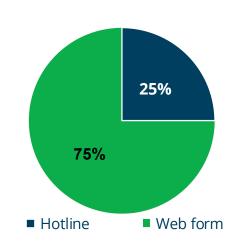
Comments by Aircraft Category



Comments by Concern



Filing Method





52 noise comments

- Filed by 14 households

A first look at the second month of the quarter.

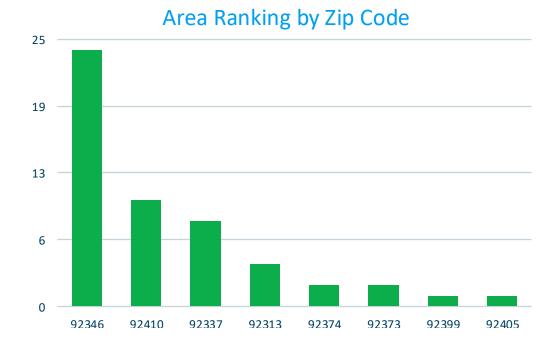


Comments in August

SBD International Airport

August 2025

| ZIP CODE | СІТҮ | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------------|----------|------------|------------------------|
| 92346 | Highland | 24 | 4 | 6.0 |
| 92410 | San Bernardino | 10 | 1 | 10.0 |
| 92337 | Fontana | 8 | 1 | 8.0 |
| 92313 | Grand Terrace | 4 | 2 | 2.0 |
| 92374 | Redlands | 2 | 2 | 1.0 |
| 92373 | Redlands | 2 | 2 | 1.0 |
| 92399 | Yucaipa | 1 | 1 | 1.0 |
| 92405 | San Bernardino | 1 | 1 | 1.0 |
| TOTALS | | 52 | 14 | 3.7 |

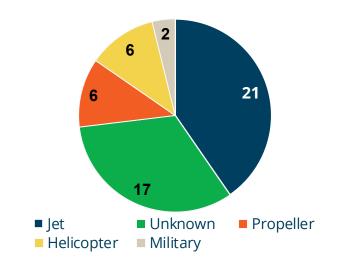


Comment Breakdown

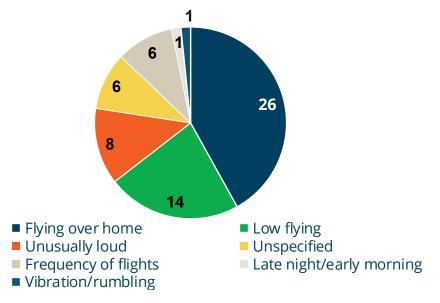
SBD International Airport

August 2025

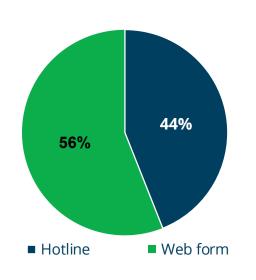
Comments by Aircraft Category



Comments by Concern



Filing Method





49 noise comments

- Filed by 23 households

A first look at the last month of the quarter.

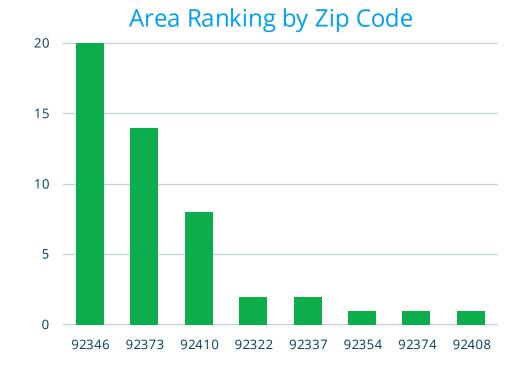


Comments in September

SBD International Airport

September 2025

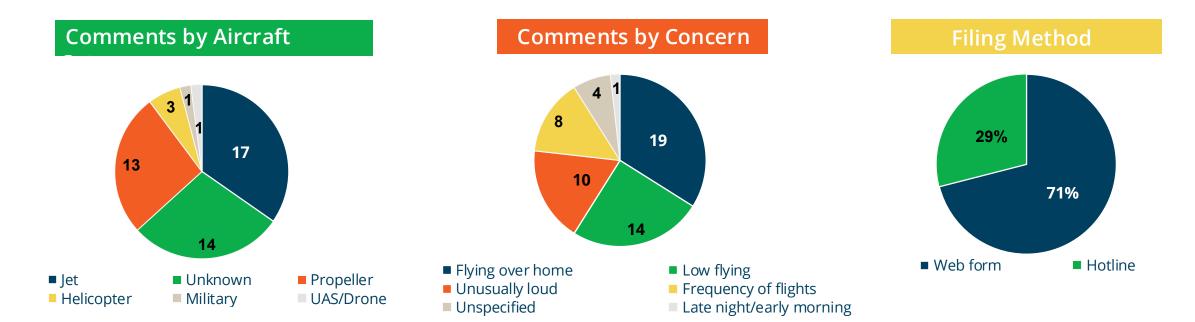
| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|-----------------|----------|------------|------------------------|
| 92346 | Highland | 20 | 4 | 5.0 |
| 92373 | Redlands | 14 | 13 | 1.1 |
| 92410 | San Bernardino | 8 | 1 | 8.0 |
| 92322 | Cedarpines Park | 2 | 1 | 2.0 |
| 92337 | Fontana | 2 | 1 | 2.0 |
| 92354 | Loma Linda | 1 | 1 | 1.0 |
| 92374 | Redlands | 1 | 1 | 1.0 |
| 92408 | San Bernardino | 1 | 1 | 1.0 |
| TOTALS | | 49 | 23 | 2.1 |



Comment Breakdown

SBD International Airport

September 2025



TOTALS & TRENDS

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

Noise comments for San Bernardino International Airport increased in 3Q25, YoY, attributed to:

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



Totals & Trends

SBD International Airport

July – September 2025



Distinct households filed aircraft noise comments this quarter.



Noise comments received from those households.

| ZIP CODE | CITY | COMMENTS | HOUSEHOLDS | COMMENTS/ HOUSEHOLD |
|----------|----------------------|----------|------------|------------------------|
| 92346 | Highland | 78 | 11 | 7.1 |
| 92410 | San Bernardino | 18 | 1 | 18.0 |
| 92373 | Redlands | 18 | 17 | 1.1 |
| 92337 | Fontana | 12 | 1 | 12.0 |
| 92374 | Redlands | 7 | 6 | 1.2 |
| 92313 | Grand Terrace | 6 | 2 | 3.0 |
| 92405 | San Bernardino | 6 | 1 | 6.0 |
| 92322 | Cedarpines Park | 2 | 1 | 2.0 |
| 92399 | Yucaipa | 1 | 1 | 1.0 |
| 92408 | San Bernardino | 1 | 1 | 1.0 |
| 92304 | San Bernardino | 1 | 1 | 1.0 |
| 92354 | Loma Linda | 1 | 1 | 1.0 |
| 92509 | Riverside | 1 | 1 | 1.0 |
| TOTALS | | 152 | 45 | 3.4 |

Totals & Trends SBD International Airport

July – September 2025

Top 5 Commenters - 3Q25

| RANK | HOUSEHOLD ID | CITY | NUMBER OF COMMENTS | |
|------|--------------|----------------|--------------------|--|
| 1 | G183 | Highland | 52 | |
| 2 | H255 | San Bernardino | 18 | |
| 3 | N11 | Highland | 13 | |
| 4 | H221 | Fontana | 12 | |
| 5 | H309 | San Bernardino | 6 | |
| | | | | |

TOTALS 101

Totals & Trends

SBD International Airport

3Q YoY Trends

Comments and Households - 3Q25 vs 3Q24



COMMENT BREAKDOWN

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

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

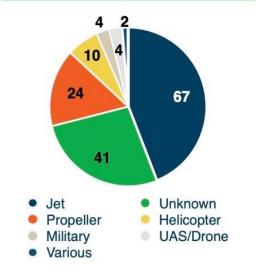


Comment Breakdown

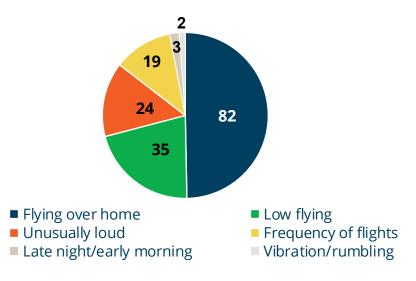
SBD International Airport

July - September 2025

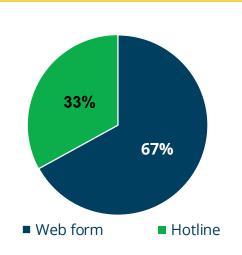
Comments by Aircraft Category



Comments by Concern



Filing Method



Comment Breakdown

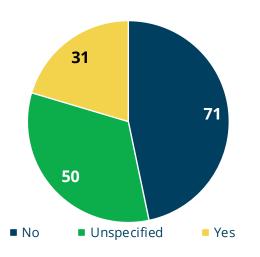
SBD International Airport

July – September 2025

| COMMENT BY CONCERN | MENTIONS |
|--------------------------|----------|
| Flying over home | 82 |
| Low flying | 35 |
| Unusually loud | 24 |
| Frequency of flights | 19 |
| Late night/early morning | 3 |
| Vibration/rumbling | 2 |

| AIRCRAFT CATEGORY | MENTIONS |
|-------------------|----------|
| Jet | 67 |
| Unknown | 41 |
| Propeller | 24 |
| Helicopter | 10 |
| Military | 4 |
| UAS/Drone | 4 |
| Various | 2 |

Response Requested





A look at where the comments originate.

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



Comment Map SBD International Airport

July – September 2025

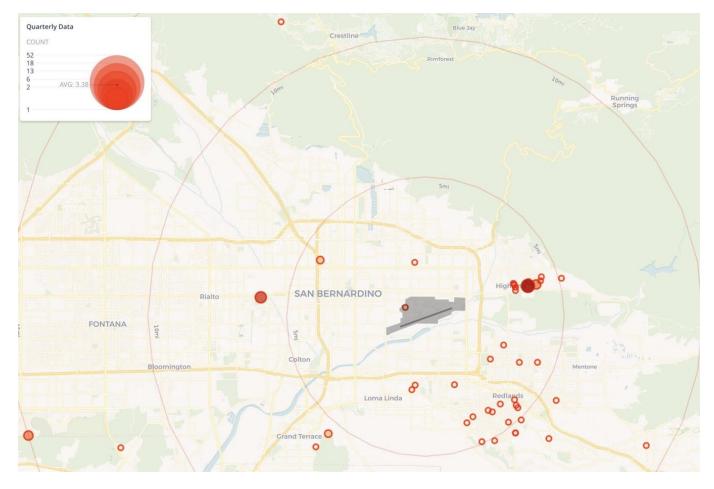


Distinct households filed aircraft noise comments this quarter.



Noise comments received from those households.

Comment Map: July - September 2025



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



Final Thoughts

3Q25 vs. 2Q25 (QoQ):

Noise comments <u>increased</u>. Number of households filing <u>increased</u>. 3Q25 vs. 3Q24 (YoY):

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

YoY noise comments increase attributed to:

- Continued jet aircraft operations at SBD
- Engaged and concerned community members seeking information about aircraft, and
- Ongoing community education and engagement about aircraft operations at SBD.

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

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





TO: San Bernardino International Airport Authority Commission

DATE: October 22, 2025

ITEM NO: 9

PRESENTER: Michael Burrows, Chief Executive Officer

SUBJECT: CONDUCT BUSINESS PLAN UPDATE WORKSHOP

SUMMARY

An oral report and PowerPoint presentation will be provided at the time of meeting. Commissioner feedback and direction will be requested during the workshop.

RECOMMENDED ACTION(S)

Conduct a San Bernardino International Airport Authority (SBIAA) Business Plan workshop and provided feedback and direction to Staff as appropriate.

FISCAL IMPACT

None.

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

BACKGROUND INFORMATION

In 2009, the Inland Valley Development Agency (IVDA) and San Bernardino International Airport Authority (SBIAA) adopted its first Strategic Plan which operated on a five-year and ten-year outlook. In 2015, the SBIAA Commission adopted a new Strategic Plan which centered on revised initiatives, goals, and priorities. These were focused on Priority Projects and Programs for SBD International Airport. Staff have provided annual updates to the Board since the inception of the Strategic Plan. The most recent update was in 2020 wherein the plan was modified to reflect SBIAA Business Plan priorities. Reports on the status of the Action Plan (a subset of the Strategic Plan) are provided monthly.

Staff have been in the process of finalizing the upcoming fiscal year update and story map, which has been presented most recently with the annual budget process. The current SBIAA Business Plan is programmed for an update in 2026. This background material is a snapshot of the most recent update on core plan elements pending a new 5-year update with a 10-year outlook.

Attachments:

1. 2020 SBIAA Business Plan Update with attachments

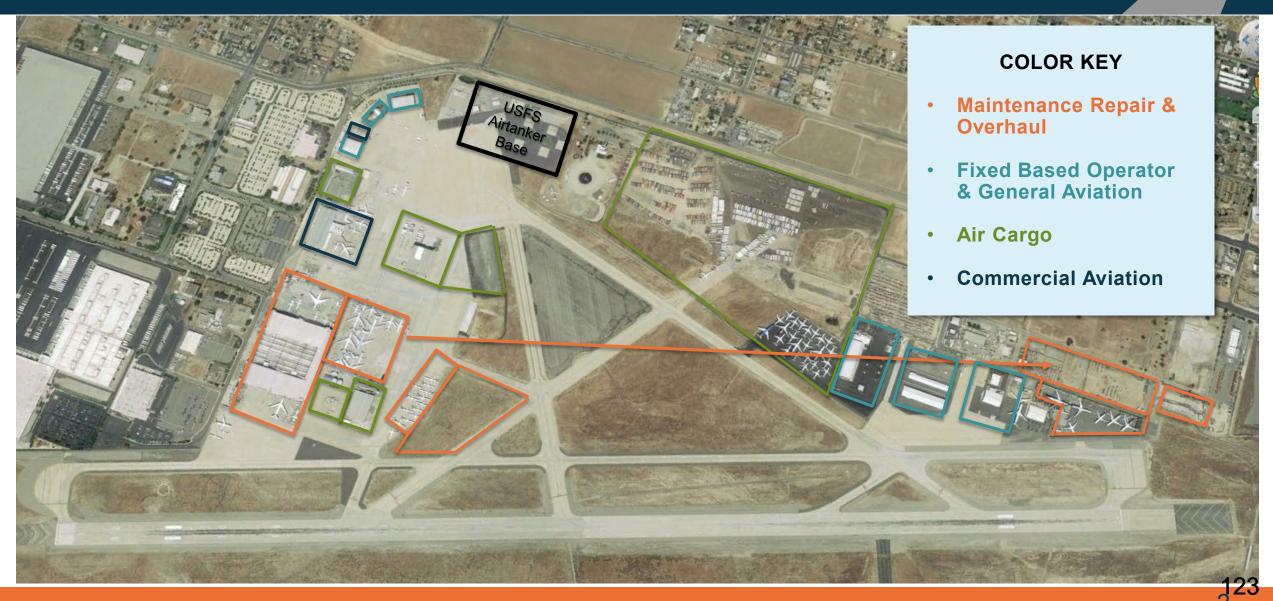
San Bernardino International Airport Authority (SBIAA)



Business Plan Update Status Report January 22, 2020

Airport Business/Market Segments





Market Segment Growth at SBD



SBD is well established in this segment; Infrastructure Investments Made; Low Operational Expenses (Modified Gross Leases)

SBD is in this segment; Initial Infrastructure Investments completed; Lower Operational Expenses

SBD has now entered this segment; More Infrastructure Investments still being made; Relatively Low Operational Expenses = ROI Capital Investments substantially completed; Subsidy needed to support entrance; Retention in Short Run; Significant Returns Possible

MRO Maintenance, Repair & Overhaul Corporate & General Aviation

Air Cargo

Commercial Aviation

1992 **1996 – 2015** 10% Vacancy in Large Hangars 2000 – 2016 Sheriff & GA Hangars – 2017 97% Occupancy in GA Hangars

UPS (est. 2016 seasonal)

Majestic Terminal Services (est. 2018)

FedEx (est. 2018)

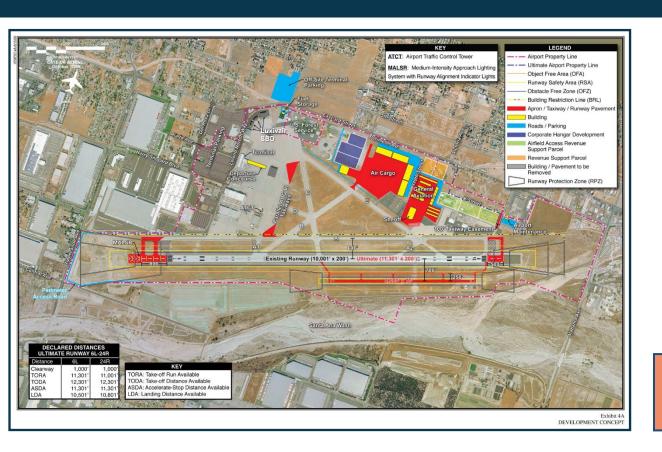
Airfield capacity

2015 - Present

Pending
International Air
Passenger
CBP is an issue

Market Segment Outlook: Progression





Air Passenger Service

Air Cargo

Corporate & General Aviation

Maintenance, Repair & Overhaul (MRO)

Market Segment Outlook: Progression



Air Passenger Service

Additional Expenses:

- 1) U.S. Customs
- 2) Incentives
- 3) Marketing
- 4) Landside Operations
- 5) Airport Security
- 6) Contract Services
- 7) Vehicle Parking Staffing
- 8) Equipment



- 1) Vehicle Parking
- 2) Terminal Fees
- 3) Concessions
- 4) Landing Fees
- 5) Fuel Sales
- 6) Licensing Fees
- 7) FAA AIP Grant Funding

Forecast Annual Net Revenue - Domestic Terminal (Conceptual)





Forecast Annual Net Revenue: Domestic & Int'l Terminal (Conceptual)



Market Segment Outlook: Pre-requisites for entry



Air Passenger Service

- 1) Substantive commitment letters from air carriers; verification of incentives
- 2) If International, must achieve 8-hour per day CBP staffing thresholds

1) Submission of Revised Business Plan to CBP for review and approval of a Memorandum of Agreement (MOA) Update for additional officers



- 2) Pre-flight audits
- 3) Co-Marketing Agreements
- 4) Route Marketing



Operational Business Units: Commission Feedback





Focal Areas:

- 1) Air Cargo Retention, Expansion
- 2) Additional CBP Officers supports multiple segments
- 3) International Air Passenger Service



Focal Areas:

- 1) Maintain Steady Growth
- 2) Fuel Capacity to Sustain Service

| SBD AIRPORT | | | o International Airport Auth d Projects for FY 2020-24 | ority | | |
|---|--------------------------------|--|---|---------------------------------------|--|-------------------------------------|
| | | 2020 | 2021 | 2022 | 2023 | 2024 |
| Project | Est. Cost | 1st QTR 2nd QTR 3rd QTR 4th QTR | 1st QTR 2nd QTR 3rd QTR 4th QTR | 1st QTR 2nd QTR 3rd QTR 4th QTR | 1st QTR 2nd QTR 3rd QTR 4th QTR | 1st QTR 2nd QTR 3rd QTR 4th Q |
| Planning Projects | | | | | | |
| Airport Environmental Programs | \$ 300,000 | | | | | |
| E- Parcel Reconfiguration (Land Exchange) | \$ 50,000 | | | | | |
| Airport Communication Initiatives Pavement Management Update | \$ 250,000 | | | | | |
| Entitlement/ Design of Hangar Expansion Areas | \$ 250,000 | | | | | |
| Design of Airport Fuel Farm Infrastruture | \$ 400.000 | | | | | |
| Environmental Assessment for extension of Runway 6/24 and Taxiway "A" | \$ 800,000 | | | | | |
| Airport Community Forum | \$ 400,000 | | | | | |
| Planning Projects - Total | \$ 2,650,000 | | | | | |
| Construction Projects - 5 Year | | | | | | |
| Runway Rehabilitation Project (2020) | \$ 2,743,000 | | | | | |
| 3rd & 5th Street Roadway Improvements Airfield Drainage Channel Repairs | \$ 3,300,000 \$ 3,000,000 | | | | | |
| Construct Apron Pavement in East GA Area | \$ 5,000,000 | | | | | |
| Terminal IT Upgrades | \$ 200,000 | | | | | |
| Airport Operations/ Maintenance Vehicle Replacements | \$ 150,000 | | | | | |
| Airport Operations Communications Upgrades | \$ 150,000 | | | | | |
| General Aviation Hangar Construction - Phase II | \$ 1,000,000 | | | | | |
| Taxiway Rehabilitation Project - Taxiway Shoulders (2021) | \$ 2,739,500 | | | | | |
| ARFF Response Vehicle (2021) Sterling Avenue Intersection and Culvert | \$ 800,000 \$ 3,500,000 | | | | | |
| Sterling Avenue Intersection and Culvert Airport Navaid Upgrades | \$ 3,500,000 | | | | | |
| Airport Navaid Opgrades Airport Security Vehicle Replacements | \$ 100,000 | | | | | |
| Fiberoptic Network Repairs/ Upgrades | \$ 150,000 | | | | | |
| Airport Security Upgrades (TSA, Video, Etc) | \$ 300,000 | | | | | |
| Runway 6 Overrun Project (2022) | \$ 480,768 | | | | | |
| Airport Parking Lot/ revenue Control Repairs/ Upgrades | \$ 200,000 | | | | | |
| Construct Remote Parking Lot (16 acres) | \$ 2,700,000 | | | | | |
| Hangar No. 763 MRO Building Upgrades | \$ 2,000,000 | | | | | |
| Apron Rehabilitation Project (2023) | \$ 2,618,555 | | | | | |
| Terminal Solar Upgrades | \$ 240,000 | | | | | |
| Air Traffic Control Tower Upgrades ARFF Response Vehicle | \$ 600,000 | | | | | |
| Airport Security Building Rehabilitation | \$ 300,000 | | | | | |
| Airport Maintenance Equipment Upgrades | \$ 125,000 | | | | | |
| Airfield Drainage Improvement Project | \$ 1,100,000 | | | | | |
| Taxiway/Apron Joint Repair and Replacement of Failed Pavements (Phase I) | \$ 5,000,000 | | | | | |
| Construct Heliport | \$ 600,000 | | | | | |
| Taxiway/Apron Joint Repair and Replacement of Failed Pavements (Phase 2) | \$ 5,000,000 | | | | | |
| Construct Extension to Runway 6/24 & Taxiway "A" Construct Apron - Phase II | \$ 7,175,000 \$ 3,900,000 | | | | | |
| Air Traffic Control Service Radar Feed Upgrade | \$ 2,000,000 | | | | | |
| Improve General Aviation Utility Infrastructure | \$ 2,000,000 | | | | | |
| Construct Corporate Hangar Development Infrastrucure | \$ 1,004,000 | | | | | |
| Construct Taxiway Extension Leading to Hangar Development in GA Area | \$ 684,000 | | | | | |
| Construct General Aviation Hangars - Phase III (Hangars) | \$ 3,500,000 | | | | | |
| Construct Terminal Building Concourse - Phase II (3 gates) | \$ 11,700,000 \$ 10,000,000 | | | | | |
| Rehabilitate Various Taxiway and Apron Pavements (Various Phases) Construction Projects - 5-Year Total | \$ 10,000,000 \$ 86,684,823 | | | | | |
| Construction Projects - 5-Year Lotal 5-Year Planning and Construction Projects - Total | \$ 86,684,823 | | | | | |
| Construction Projects - 10 Year | ψ 03,034,023 | | | | | |
| Airport Mainteance Vehicle Replacement | \$200,000 | | | | | |
| Construct Parallel Rwy 6R-24L for General Aviation Use (4,600'x75') | \$ 15,131,000 | | | | | |
| Install PAPI-2s and REILS on Runway 6R-24L | \$ 317,000 | | | | | |
| Construct Parallel Taxiway Serving Runway 6R-24L for GA Use | \$ 2,799,000 | | | | | |
| Expand Fuel Farm Facility - Phase II | \$3,900,000 | | | | | |
| Construct Terminal Building Concourse - Phase III (3 Gates) Construct Air Cargo Apron - Phase II | \$ 11,700,000 \$ 4,597,000 | | | | | |
| Construct Air Cargo Apron - Phase II Repave Perimeter Road | \$ 4,597,000 \$ 1,552,000 | | | | | |
| Construct Air Cargo Facility/Buildings/Parking - Phase II | \$ 23,610,000 | | | | | |
| Construct Taxiways Leading to Hangar Development in GA Area | \$ 2,000,000 | | | | | |
| Construct General Aviation Hangars - Phase IV | \$5,200,000 | | | | | |
| Remove Existing Building Infrastructure in East GA Area | \$3,026,000 | | | | | |
| Construct Taxilane Leading to Airfield Access Revenue Support Parcels | \$ 214,000 | | | | | |
| Rehabilitate Various Taxiway and Apron Pavements | \$ 10,000,000 | | | | | |
| Construction Projects - 10 Year Total | \$ 84,246,000 | | | | | |
| Planning and Construction Projects - Total | \$ 173,580,823 | | | | | |
| Evaluation/Assessment - Plan Update | | | | | | |
| | 1 | | | | | |

