

MOJAVE AIR AND SPACE PORT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: May 7, 2019

Time: 2:00 p.m.

**Location: Board Room
1434 Flightline, Mojave, CA**

AGENDA

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Agenda

2. Community Announcements

Members of the audience may make announcements regarding community events.

3. Consent Agenda

All items on the consent agenda are considered routine and non-controversial, and will be approved by one motion unless a member of the Board, staff, or public requests to move an item to Action Items.

- A. Minutes of the Special Board Meeting on April 16, 2019
- B. Minutes of the Regular Board Meeting on April 16, 2019
- C. Check Register date May 2, 2019, \$239,285.11

4. Action Items

- A. Award South Perimeter Road Contract
- B. Virgin Galactic – Reciprocal Waiver of Claims and Assumption of Responsibility
- C. FAA Reimbursable Agreement
- D. Board Meeting Schedule

5. Reports

- A. Finance Reports
- B. CEO/GM Reports
- C. Board Committees
- D. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda

6. Public Comment on Items Not on the Agenda

Members of the public may make comments to the Board on items not on the agenda.

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9) Iboa v. MASP, MASP v. Shinnick,
- B. Potential Litigation (Govt Code 54956.9): MASP v. Compton Family Trust; MASP v. Professional Equities, Inc.; MASP v. Hobbs; MASP v. Kim; MASP v Green

8. Closed Session Report

9. Action Item (cont.)

- E. **Contract for Special Legal Counsel**

Adjournment

This Agenda was posted on May 3, 2019 by Jason.

ADA Notice: Persons desiring disability-related accommodations should contact the District no later than forty-eight hours prior to the meeting. Persons needing an alternative format of the agenda because of a disability should notify the District no later than seventy-two hours prior to the meeting. All inquiries/requests can be made by phone at (661) 824-2433, in person at 1434 Flightline, Mojave, CA, or via email to carrie@mojaveairport.com.

Copy of Records: Copies of public records related to open session items are available at the administrative office of the District at 1434 Flightline, Mojave, CA.

Public Comments: Members of the public may comment on items on the agenda before the Board takes action on that item, or for closed session items, before the Board goes into closed session. Comments on items not on the agenda, and over which the Board has jurisdiction, may be made under "Public Comments on Items not on the Agenda," but the Board may not take action on any issues raised during this time. All comments by members of the public are limited to three minutes.

MISSION STATEMENT

FOSTER AND MAINTAIN OUR RECOGNIZED AEROSPACE PRESENCE WITH A PRINCIPLE FOCUS AS THE WORLD'S PREMIER CIVILIAN AEROSPACE TEST CENTER WHILE SEEKING COMPATIBLY DIVERSE BUSINESS AND INDUSTRY

BOARD OF DIRECTORS

MINUTES OF A SPECIAL MEETING ON APRIL 16, 2019

1. CALL TO ORDER

The meeting was called to order on Tuesday, April 16, 2019, at 1:00 p.m. by President Parker in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

A. Pledge of Allegiance: Director Evans led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present: Allred, Balentine, Deaver, Evans, and Parker

Directors absent: None

Others present: CEO Drees, District Counsel Navé

C. Approval of Agenda: Upon motion of Director Evans, seconded by Director Deaver, The Board unanimously approved the agenda.

2. ETHICS TRAINING

Counsel Navé led an AB 1234 ethics training session.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 2:00 p.m.

Andrew Parker, President

ATTEST

Jimmy R. Balentine, Secretary

BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING ON APRIL 16, 2019

1. CALL TO ORDER

The meeting was called to order on Tuesday, April 16, 2019, at 2:00 p.m. by President Parker in the Board Room at Mojave Air and Space Port, Mojave, California.

A. Roll Call:

Directors present: Allred, Balentine, Deaver, Evans and Parker

Directors absent: None

Others present: CEO Drees, DOO Himes, and DOA Rawlings. District Counsel Navé.

C. Approval of Agenda: Upon motion by Director Deaver, seconded by Director Evans, The Board unanimously approved the agenda.

2. COMMUNITY ANNOUNCEMENTS

Director Deaver commented on the news coverage Stratolaunch's first flight is receiving.

3. CONSENT AGENDA

Upon motion by Director Evans, seconded by Director Deaver, the following Consent Agenda was unanimously approved.

A. Minutes of the Regular Board Meeting on April 2, 2019

4. ACTION ITEMS

No Action Items

5. REPORTS

B. CEO/GM Report

CEO Drees briefed the Board on the successful first flight of Statolaunch. CEO Drees also reported on the South Perimeter road project and stated she anticipates the bids will be presented during the next regular scheduled meeting. CEO Drees also updated the Board on the Radar System upgrade and anticipates receiving the final price from the FAA in the upcoming weeks. CEO Drees and the Board members discussed the wide range of pricing for the equipment from the FAA and agreed to request the results of the Open Inquiry for further discussion.

C. Board Committees

There were no committee reports.

D. Board of Directors

There were no Board comments

8. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No Public Comments

9. CLOSED SESSION

A. Existing Litigation: Martin Iboa

B. Potential Litigation: MASP v. Compton Family Trust; MASP v. Professional Equities, Inc.; MASP v. Hobbs; MASP v. Kim; MASP vs. Shinnick

10. CLOSED SESSION REPORT

In closed session, counsel and the Board did not discuss the existing litigation. Counsel and the Board discussed the potential litigation, no action was taken. No other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 2:34 pm.

ATTEST

Andrew Parker, President

Jimmy R. Balentine, Secretary

Date: Thursday, May 02, 2019
 Time: 12:41PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-19 As of: 5/2/2019

Page: 1 of 1
 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: EKAD										
Acct / Sub:	101000		1200							
058205	CK	5/7/2019	1314 Mead & Hunt	11-19	043062	VO	289691	4/16/2019	0.00	45,253.83
058206	CK	5/7/2019	1603 Wen and Joann Painter	11-19	043103	VO	030519/921	3/5/2019	0.00	38,700.00
058207	CK	5/7/2019	1891 ROHDE & SCHWARZ USA, Inc	11-19	043105	VO	9500099057	4/25/2019	0.00	12,026.95
058207	CK	5/7/2019	1891 ROHDE & SCHWARZ USA, Inc	11-19	043106	VO	9500098575	4/22/2019	0.00	143,304.33
Check Total										155,331.28
Check Count:	3								Acct Sub Total:	239,285.11

Check Type	Count	Amount Paid
Regular	3	239,285.11
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	3	239,285.11

Company Disc Total	0.00	Company Total	239,285.11
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MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Floyd VanWey, Director of Planning
SUBJECT: South Perimeter Road Improvement Project
MEETING DATE: May 7, 2019

Background:

This project consists of the improvement of the existing perimeter roads on the southeast and easterly perimeter of the airport commencing at gate A-60 and concluding at or near test sites 7 & 8 at the northwest end and test site 11 at the northeast end. This route serves several tenants in sectors D and E with the approximate length of the roadway being 5.5 miles. Mead & Hunt, Civil Engineers, propose a soil cement /stabilized base pavement section that will remain structurally stable for many years at a low maintenance cost. This design also addresses many drainage issues along the route.

Impacts:

Fiscal: \$2,000,672.26 Budgeted dollars.

Environmental: N/A

Legal: N/A

Recommended Action:

Staff recommends entering into a contract with R.C. Becker and Son Inc., the second low bidder, for the Base Bid.



3110 E. Guasti Road, Suite 330
Ontario, CA 91761
909-219-8213
meadhunt.com

May 3, 2018

Mrs. Karina Drees
General Manager
Mojave Air and Space Port
1434 Flightline, Building 58
Mojave, CA 93501

Email: karina@mojaveairport.com

Project: Mojave Air and Space Port
South Perimeter Road Improvement Project
Subject: Bid Review and Recommendation of Award

Mrs. Drees:

The bid opening for the above-referenced project was held on April 30, 2019, with a total of four (4) bids received. The bid from Miller Equipment Company Inc. was the apparent lowest bid at the time of the opening; however, after reviewing their documentation, it was found to be non-responsive due to missing pricing information. R C Becker and Son Inc. (RCB&S) was the second low bid and their submittal was found to be both responsive and responsible. RCB&S's Base Bid was Two Million Six Hundred Seventy-two Dollars Twenty-six Cents (\$2,000,672.26). It was discovered that the unit pricing in the Bid Alternate 1 was not consistent with the Base Bid; therefore, the total amount for Bid Alternate 1 was revised to follow the bid document directives. The final amounts for the Alternates were divided as follows:

Alternate 1:	\$ 107,799.10 (Deduction)
Alternate 2:	\$ 510,270.00
Alternate 3:	\$ 1,315,271.00

Mead & Hunt, Inc. has reviewed RCB&S's proposal for the project and have determined that the bid package was complete and in compliance.

The bid tabulation showing the Engineer's estimate and summarizing the bids received is attached to this letter.

Contingent on the available funds for the project, we recommend awarding R C Becker and Son Inc. the Base Bid and Alternate 1 for a total contract of **One Million Eight Hundred Ninety-two Thousand Eight Hundred Seventy-three Dollars with Sixteen Cents (\$1,892,873.16)**.

Respectfully Submitted,

MEAD & HUNT, Inc.

Rafael Gonzalez, P.E.
Project Manager

Attachment: Bid Tabulation

BIDDER'S CHECK LIST
for
Mojave Air and Space Port
Perimeter Road Improvement Project

For bid to be considered "responsive" the following documents are required to be fully executed and submitted with your bid:

- Bidder's Check List (This List)
- Proposal Form
- Acknowledgment of receipt of addendum (on Proposal Form)
- Proposal Bidding Schedules for Construction (Base Bid, Bid Alternate 1, Bid Alternate 2, Bid Alternate 3)
- DBE Designation of Subcontractors
- Non-DBE Designation of Subcontractors
- Bidder's Statement on Previous Contracts Subject to EEO Clause
- Certification of Non-segregated Facilities
- Certification of Bidder Regarding Affirmative Action Program
- Certification Regarding Foreign Trade Restrictions
- Certificate of Buy American Compliance for Manufactured Products
- Non-Collusion Declaration
- Public Contract Code Sections 10285.1 Statement, 10162 Questionnaire & 10232 Statement
- Drug-free Workplace Certification
- Bid Bond

BIDDER IS ALSO REQUIRED TO SUBMIT THE FOLLOWING WRITTEN STATEMENTS OF QUALIFICATIONS AT TIME OF BID:

✓ EVIDENCE OF COMPETENCY

Each bidder shall submit "evidence of competency" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

✓ EVIDENCE OF FINANCIAL RESPONSIBILITY

Each bidder shall submit "evidence of financial responsibility" to the Owner at the time of bid opening (See FAA General Provisions Section 20-02 of the project specifications for details).

The **successful bidder** will be required to provide the following after notice of award:

- Signed Contract
- Payment Bond
- Performance Bond

**PROPOSAL TO
MOJAVE AIR AND SPACE PORT DISTRICT
FOR THE CONSTRUCTION OF
"PERIMETER ROAD IMPROVEMENT PROJECT"**

NAME OF BIDDER R.C. Becker and Son, Inc
 BUSINESS ADDRESS 28355 Kelly Johnson Pkwy, Santa Clarita, CA 91355
 BUSINESS TELEPHONE 661-259-4845 AFTER-HOURS TELEPHONE 661-259-4845
 CONTRACTOR LICENSE NUMBER 258762
 PLACE OF RESIDENCE 28355 Kelly Johnson Pkwy, Santa Clarita, CA 91355

The site of the work to be constructed and referred to herein is the Mojave Air and Space Port, California.

The work is to be in accordance with the specifications and contract documents as shown on plans therefore entitled: "Perimeter Road Improvement Project" TO THE GOVERNING BOARD OF Mojave Air and Space Port District.

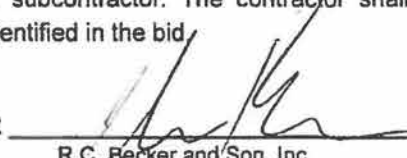
In compliance with your notice inviting sealed proposals (bids) and other documents, the undersigned bidder purposes to perform the work and in a workmanlike manner, in strict conformity with the plans and specifications and other contract documents, including Addenda Nos. 1, _____, and _____, on file in the office of the Secretary of the Agency forth contract unit prices herein.

Bid Schedule

It is understood the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids. The Contractor's compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

Contractor shall submit to Mojave Air and Space Port District the following information:

- a) The name and location of the place of business of each subcontractor performing work, labor or render construction services and each subcontractor licensed by the State of California specially fabricating and installing improvements according to detailed drawings or the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.
- b) The portion of work to be done by each subcontractor. The contractor shall list only one subcontractor for each portion of the work identified in the bid.

SIGNATURE OF BIDDER'S AUTHORIZED OFFICER 
 DATE 4/30/19 R.C. Becker and Son, Inc
John Becker, Vice President

NOTE: *If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership. If the Bidder is an individual, the signature shall be placed above. If a joint venture of a special partnership, the names of the general partners and special partners shall be submitted.*

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
BASE PROJECT BID					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
1	A-105	1 Lump Sum	Airfield Safety and Traffic Control Unit Price In Words: twenty-five thousand, two hundred forty-one dollars and sixty-two cents	\$ 25,241.62	\$ 25,241.62
2	C-102	1 Lump Sum	Compliance with Pollution, Erosion, and Siltation Control Unit Price In Words: forty thousand, two hundred sixty-one dollars and twenty- one cents	\$ 40,261.21	\$ 40,261.21
3	C-105	1 Lump Sum (Not to Exceed 10% of Base Bid)	Mobilization Unit Price In Words: <i>one hundred and thirty five thousand, nine hundred and forty one dollars</i>	\$ <i>135,941.00</i>	\$ <i>135,941.00</i>
4	R-101-1	18,170 C.Y.	12" Soil-Cement Unit Price In Words: <i>thirty four dollars and forty seven cents</i> thirty eight dollars and forty three cents JB	<i>34.47</i> 38.43 JB	<i>626,319.90</i> 688,275.10 JB
5	R-101-2	5,800 C.Y.	13.5" Cement Stabilized Pulverized Base Course Unit Price In Words: thirty-seven dollars and eleven cents	\$ 37.11	\$ 215,238.00
6	R-101-4	69,700 S.Y.	CSS-1H Emulsified Asphalt Curing Cap Unit Price In Words: eighty-four cents	\$ 0.84	\$ 58,548.00

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
BASE PROJECT BID					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
7	R-101-5	100 S.Y.	8" Portland Cement Concrete Pavement Unit Price In Words: one hundred fifty-two dollars and eleven cents	\$ 152.11	\$ 15,211.00
8	R-101-6	20 C.Y.	6" Greenbook 200-2.2 Crushed Aggregate Base Unit Price In Words: two hundred thirty-six dollars and ninety-seven cents	\$ 236.97	\$ 4,739.40
9	R-101-8	110 C.Y.	8" Crushed Rock Surface Unit Price In Words: two hundred twenty-one dollars and three cents	\$ 221.03	\$ 24,313.30
10	R-201-1	224 L.F.	18" RCP Storm Drain Pipe Unit Price In Words: two hundred dollars and seventy-two cents	\$ 200.72	\$ 44,961.28
11	R-201-2	2 Each	Headwall (Quadruple Pipe Culvert) Unit Price In Words: twenty-four thousand, six hundred seventy-eight dollars and sixty-three cents	\$ 24,678.63	\$ 49,357.26
12	R-201-3	4 Each	Headwall (Double Pipe Culvert) Unit Price In Words: twelve thousand, two hundred fifty-two dollars and seventy-eight cents	\$ 12,252.78	\$ 49,011.12

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
BASE PROJECT BID					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
13	R-201-4	10 Each	Headwall (Single Pipe Culvert) Unit Price In Words: <i>JB</i> eight thousand, nine hundred ninety-two dollars <i>Eight</i>	\$ 8,992.00	\$ 89,920.00
14	R-201-5	100 S.Y.	18" Rock Slope Protection and Geotextile Fabric Unit Price In Words: one hundred thirty-five dollars and sixty-three cents	\$ 135.63	\$ 13,563.00
15	R-201-6	119 L.F.	24" RCP Storm Drain Pipe Unit Price In Words: two hundred nineteen dollars and ninety cents	\$ 219.90	\$ 26,168.10
16	R-201-7	60 L.F.	12" RCP Storm Drain Pipe Unit Price In Words: two hundred thirty-four dollars and sixty-cents	\$ 234.60	\$ 14,076.00
17	R-201-8	100 C.Y.	CLSM Storm Drain Bedding and Backfill Unit Price In Words: one hundred seventy dollars and sixty-six cents	\$ 170.66	\$ 17,066.00
18	R-301-1	2,610 L.F.	Replace Fence Unit Price In Words: <i>fourty one dollars and thirty two cents</i>	\$ <i>41.32</i>	\$ <i>107,845.20</i>

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
BASE PROJECT BID					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
19	R-301-2	1 Each	Replace Rolling Gate Unit Price In Words: <i>sixteen thousand six hundred and seventy five Dollars and zero cents.</i>	\$ <u>16,675.00</u>	\$ <u>16,675.00</u>
20	R-301-3	2,610 L.F.	Remove Existing Fence and Gate Unit Price In Words: <i>Twelve Dollars and three cents</i>	\$ <u>12.03</u>	\$ <u>31,398.30</u>
21	R-301-4	1 Lump Sum	Temporary Construction Fencing and Gate Unit Price In Words: <i>ninety nine thousand three hundred and fifty seven Dollars and twenty nine cents.</i>	\$ <u>99,357.29</u>	\$ <u>99,357.29</u>
22	R-401-1.1	0 C.Y.	Unclassified Excavation: Excavate Surplus Material (Roadways and Operations Other Than Desilting Basins and Earthen Channels) Unit Price In Words: <u>Not Used</u>	\$ <u>Not Used</u>	\$ <u>Not Used</u>
23	R-401-1.2	1,775 C.Y.	Unclassified Excavation: Construct Desilting Basin and Excavate Surplus Material from Desilting Basins Unit Price In Words: <u>twenty-four dollars and thirteen cents</u>	\$ <u>24.13</u>	\$ <u>42,830.75</u>

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
BASE PROJECT BID					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
24	R-401-1.3	7,204 C.Y.	Unclassified Excavation: Construct Earthen Channel and Excavate Surplus Material from Earthen Channel. Unit Price In Words: <u>thirteen dollars and seventy-one cents</u>	\$ <u>13.71</u>	\$ <u>98,766.84</u>
25	R-401-2.1	2,359 C.Y.	Material Haul-off: On-site Disposal Unit Price In Words: <u>forty-three dollars and sixty-seven cents</u>	\$ <u>43.67</u>	\$ <u>103,017.53</u>
26	R-401-2.2	500 C.Y.	Material Haul-off: Off-site Disposal Unit Price In Words: <u>thirty-five dollars and seventy-nine cents</u>	\$ <u>35.79</u>	\$ <u>17,895.00</u>
27	R-510	Allowance	Remove and Replace Existing Signs Unit Price In Words: <u>Fifteen-thousand Dollars and Zero Cents</u>	\$ <u>15,000</u>	\$ <u>15,000</u>
28	T-901	4 AC	Seeding Unit Price In Words: <u>four thousand, four hundred eighty-seven dollars and fifty-four cents</u>	\$ <u>4,487.54</u>	\$ <u>17,950.16</u>
BASE BID TOTAL (FIGURES):				2,000,672.26	

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
PROJECT BID ALTERNATE 1					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
1	R-101-1	Deduct 33 C.Y.	Deduct: 12" Soil-Cement (Must Match Base Bid Unit Price) Unit Price In Words: twenty-three dollars and fifty-nine cents	\$ -(23.59)	\$ -(778.47)
2	R-101-5	170 S.Y.	8" Portland Cement Concrete Pavement (For Low-Water Crossings) Unit Price In Words: one hundred fifty dollars and four cents	\$ 150.04	\$ 25,506.80
3	R-201-1	Deduct 119 L.F.	Deduct: 18" RCP Storm Drain Pipe (Must Match Base Bid Unit Price) Unit Price In Words: one hundred eighty-four dollars	\$ -(184.00)	\$ -(21,896.00)
4	R-201-3	Deduct 4 Each	Deduct: Headwall (Double Pipe Culvert) Unit Price In Words: eleven thousand, three hundred eighty-five dollars	\$ -(11,385.00)	\$ -(45,540.00)
5	R-201-5	7 S.Y.	18" Rock Slope Protection and Geotextile Fabric Unit Price In Words: two hundred eighty-five dollars and forty-three cents	\$ 285.43	\$ 1,998.01

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
PROJECT BID ALTERNATE 1					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
6	R-201-8	Deduct 100 C.Y.	Deduct: CLSM Storm Drain Bedding and Backfill (Must Match Base Bid Unit Price) Unit Price In Words: one hundred sixty-one dollars	\$-(161.00)	\$-(16,100.00)
7	R-301-1	Deduct 516 L.F.	Deduct: Replace Fence (Must Match Base Bid Unit Price) Unit Price In Words: fourty Dollars and twenty five cents	\$-(40.25)	\$-(20,769.00)
8	R-301-2	Deduct 1 Each	Deduct: Replace Gate (Must Match Base Bid Unit Price) Unit Price In Words: sixteen thousand six hundred and seventy five Dollars and zero cents	\$-(16,675.00	\$-(16,675.00)
9	R-301-3	Deduct 516 L.F.	Deduct: Remove Existing Fence and Gate (Must Match Base Bid Unit Price) Unit Price In Words: fourty three Dollars and seventy cents	\$-(43.70)	\$-(22,549.20)
BID ALTERNATE 1 TOTAL (FIGURES):				- 116,371.85	

PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
PROJECT BID ALTERNATE 2					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
1	R-101-9	69,900 S.Y.	Double Asphalt Chip Seal Unit Price In Words: <u>Seven Dollars and thirty cents</u>	\$ <u>7.30</u>	\$ <u>510,270.00</u>
BID ALTERNATE 2 TOTAL (FIGURES):					<u>510,270.00</u>

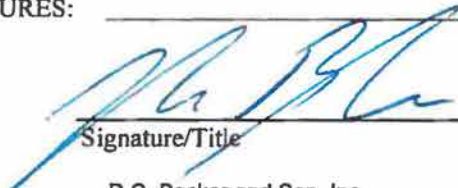
PROPOSAL BIDDING SCHEDULE FOR CONSTRUCTION OF "PERIMETER ROAD IMPROVEMENT PROJECT"					
PROJECT BID ALTERNATE 3					
Bid Item	Specification Number	Approximate Quantities	Item Description	Unit Price (figures)	Total Cost (figures)
1	R-101-3	7,900 Tons	2" HMA Surface Course Perimeter Road 1 & Road 2 Unit Price In Words: one hundred sixty-six dollars and forty-nine dollars	\$ 166.49	\$ 1,315,271.00
BID ALTERNATE 3 TOTAL (FIGURES):				1,315,271.00	

TOTAL BASE BID IN FIGURES: 2,000,672.26

TOTAL BID ALTERNATE 1 IN FIGURES: - 116,671.85

TOTAL BID ALTERNATE 2 IN FIGURES: 510,270.00

TOTAL BID ALTERNATE 3 IN FIGURES: 1,315,271.00

 Vice President

Signature/Title

R.C. Becker and Son, Inc

Company

258762 Exp 6/30/19

Contractor's License Number/Expiration Date

**DBE
DESIGNATION OF SUBCONTRACTORS**

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render services to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

A. DBE OWNED AND CONTROLLED BUSINESS ENTERPRISES:

1. NAME: Lindy's Cold Planing
ADDRESS: 625 W Mountain View, La Habra, CA 90631
CONTRACT ITEM OF WORK: 4, 5
DOLLAR VALUE OF WORK: \$ 438,150.60
2. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____
3. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____
4. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____
5. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____
6. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____
7. NAME: _____
ADDRESS: _____
CONTRACT ITEM OF WORK: _____
DOLLAR VALUE OF WORK: \$ _____

**NON-DBE
DESIGNATION OF SUBCONTRACTORS**

The following are the names and the principal places of business of all subcontractors who will perform work or labor, or render services to the bidder in or about the work, together with a statement of the portion and dollar value of the work to be done by each subcontractor.

B. NON-DBE OWNED AND CONTROLLED BUSINESS ENTERPRISES:

1. NAME: Quality Surveying, Inc
 ADDRESS: 220 East Ave K-4 Suite 2, Lancaster, CA 93535
 CONTRACT ITEM OF WORK: Various
 DOLLAR VALUE OF WORK: \$ 60,000.00
2. NAME: Pavement Coatings Co
 ADDRESS: 736 Mission Rock Rd. Santa Paula, CA 93060
 CONTRACT ITEM OF WORK: 6
 DOLLAR VALUE OF WORK: \$ 48,302.10
3. NAME: R-Help Construction Co Inc
 ADDRESS: 3255 Grande Vista Dr, Newbury Park, CA 91320
 CONTRACT ITEM OF WORK: 10, 15, 16, 11, 12, 13, 17
 DOLLAR VALUE OF WORK: \$ 226,546.00
4. NAME: Alcorn Fence Company
 ADDRESS: PO Box 1249, Sun Valley, CA 91352
 CONTRACT ITEM OF WORK: 18, 19, 20, 21
 DOLLAR VALUE OF WORK: \$ 215,930.00
5. NAME: _____
 ADDRESS: _____
 CONTRACT ITEM OF WORK: _____
 DOLLAR VALUE OF WORK: \$ _____
6. NAME: _____
 ADDRESS: _____
 CONTRACT ITEM OF WORK: _____
 DOLLAR VALUE OF WORK: \$ _____
7. NAME: _____
 ADDRESS: _____
 CONTRACT ITEM OF WORK: _____
 DOLLAR VALUE OF WORK: \$ _____

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE**

(REFERENCE 41 CFR § 60-1.4, EXECUTIVE ORDER 11246)

Each bidder, prospective prime contractor, and proposed subcontractor must complete the following form:

The Bidder (Proposer) shall complete the following statement by checking the appropriate lines below.

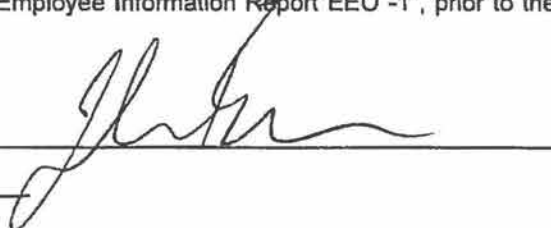
The Bidder (Proposer) has has not participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder (Proposer) has has not submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder (Proposer) has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO -1", prior to the award of contract.

SIGNATURE OF BIDDER'S AUTHORIZED OFFICER _____


DATE 4/30/19



CERTIFICATION OF NONSEGREGATED FACILITIES

The construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor certifies further that he will not maintain or provide for his employees segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom or any other reason. The construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

SIGN HERE _____



 R.C. Becker and Son, Inc

4/30/19

John Becker, Vice President

DATED

SIGNATURE OF BIDDER / TITLE

95-2567499

 IRS EMPLOYER IDENTIFICATION NUMBER

**CERTIFICATION OF BIDDER REGARDING
AFFIRMATIVE ACTION PROGRAM**

(REFERENCE: 41 CFR PART 60-4, EXECUTIVE ORDER 11246)

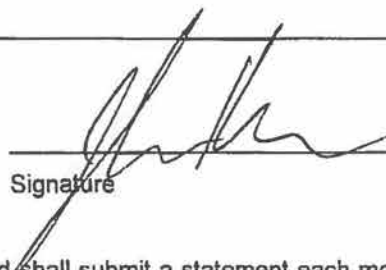
The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act, and any other applicable Federal and State laws and regulations relating to equal opportunity employment.

Bidder's Name: R.C. Becker and Son, Inc

Address: 28355 Kelly Johnson Pkwy, Santa Clarita, CA 91355

Name and Title of Signer: John Becker, Vice President

4/30/19
Date


Signature

NOTE: The contractor to whom the Contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneously by reason of changed circumstances.

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

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.

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, United States Code, Section 1001.

4/30/19

Date

Signature

Mojave Air and Space Port
Kern County, California
Perimeter Road Improvement Project

PF-19

Division I
Proposal Forms
Bid Set

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Type 2 - Non-building construction projects, equipment acquisition projects)

PROJECT NAME:	Perimeter Road Improvement Project
AIRPORT NAME:	Mojave Air and Space Port
AIP NUMBER:	N/A

This solicitation and any resulting contract(s) are subject to the Buy America requirements of 49 U.S.C. Section 50101. The bidder certifies it and all associated subcontractors will comply with the Buy American preferences established under Title 49 U.S.C. Section 50101 as follows:

U.S.C. Section 50101 - Buying goods produced in the United States

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects

- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

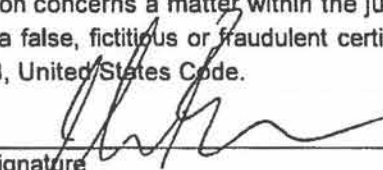
False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4/30/19

 Date

 R.C. Becker and Son, Inc

 Company Name



 Signature

 Vice President

 Title

NON-COLLUSION DECLARATION

The undersigned declares under penalty of perjury as follows:

1. I am employed by [R.C. Becker and Son, Inc]
of [R.C. Becker and Son, Inc], the party making the foregoing bid as
[John Becker].

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

3. The bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.

5. All statements contained in the bid are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: [4/30/19]

BY: []

Note: The above Non-Collusion Declaration is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the

Bidder has _____ has not _____ ^x

been convicted within the preceding three years of any offenses referred to in that section including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____ ^x If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME R.C. Becker and Son, Inc	FEDERAL ID NUMBER 95-2567499
(Authorized Signature)	DATE EXECUTED 4/30/19
PRINTED NAME AND TITLE OF PERSON SIGNING John Becker, Vice President	TELEPHONE NUMBER (Include Area Code) 661-259-4845
TITLE Vice President	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 28355 Kelly Johnson Pkwy, Santa Clarita, CA 91355	

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 - (a) The Dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until 4/30/2020 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
R.C. Becker and Son, Inc. as Principal, and
Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound
 unto MOJAVE AIR AND SPACE PORT DISTRICT as OWNER in the penal sum of
Ten Percent of Amount Bid for the payment of which, well and truly to be made,
 we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 24th day of April, 2019. The Condition of the above
 obligation is such that whereas the Principal has submitted to the MOJAVE AIR AND SPACE PORT
 DISTRICT a certain BID, attached hereto and hereby made a part hereof to enter into a contract in
 writing, for the

"Perimeter Road Improvement Project"

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver
 a contract in the Form or Contract attached hereto (properly completed in
 accordance with said BID) and shall furnish a BOND for his faithful
 performance of said contract, and for the payment of all persons performing
 labor or furnishing materials in connection therewith, and shall in all other
 respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly
 understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
 exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
 BOND shall be in no way impaired or affected by any extension of the time within which the OWNER
 may accept such BID; and said Surety does hereby waive notice of *any such extension*.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
 such of them as are corporations have caused their corporate seals to be hereto affixed and these
 presents to be signed by their proper officers, the day and year first set forth above.

R.C. Becker and Son, Inc.

Principal John Becker, Vice President (L.S.)

Fidelity and Deposit Company of Maryland

Surety

By: Maria Pena
 Maria Pena, Attorney-in-Fact

Important - Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the state where the
 project is located.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.


State of California)
) ss
County of Los Angeles)

On APR 24 2019, before me, Lisa L. Thornton, Notary Public, personally appeared Maria Pena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature: 
Lisa L. Thornton, Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On April 26, 2019 before me, Cheryl Hudson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John Becker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Cheryl Hudson
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: April 24, 2019 Number of Pages: 1

Signer(s) Other Than Named Above: Maria Pena

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Becker Signer's Name: _____

Corporate Officer – Title(s): Vice President Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: R.C. Becker and Son, Inc. Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Maria Pena , its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

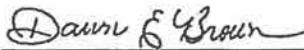
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Robert D. Murray
Vice President



By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of January, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of APR 24 2019



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Intentionally left blank

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees
SUBJECT: Virgin Galactic Waiver of Claims
MEETING DATE: May 7, 2019

Background:

Federal law requires any licensed or permitted commercial space entity to obtain signed waivers of claim under 14 CFR 440.3 from all contractors, to include commercial spaceports. Virgin Galactic is requesting we sign this waiver in order for them to complete future launches from Mojave Air & Space Port.

Impacts:

Fiscal: None

Environmental: None

Legal: None

Recommended Action:

Sign the waiver of claim as required for commercial space operations.



GALACTIC

**REC1PROCAL WA1VER OF
CLA1MS AND ASSUMPT1ON OF
RESPONS1B1L1TY**

V1RG1N GALACT1C AND MOJAVE AIR & SPACE PORT



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This agreement is entered into this _____ day of _____, by and between Virgin Galactic, LLC (the "Licensee") and Mojave Air & Space Port ("Contractor") (collectively, the "Parties"), to implement the provisions of §440.17(c) of the Commercial Space Transportation Licensing Regulations, 14 CFR Ch. III (the "Regulations"). This agreement applies to Licensee's licensed activity, as authorized by RLV Operator License number LRLO 16-092 or any successor license issued to Licensee by the Federal Aviation Administration of the U.S. Department of Transportation.

In consideration of the mutual releases and promises contained herein, the Parties hereby agree as follows:

1 Definitions

Contractors and Subcontractors means entities defined by §440.3 of the Regulations.

Customer means any first-tier customer or any part 440 customer defined by §440.3 of the Regulations.

License means License No. LRLO 16-092 issued on July 28, 2016, by the Associate Administrator for Commercial Space Transportation, Federal Aviation Administration, Department of Transportation, to the Licensee, including all license orders issued in connection with the License.

Licensee means the Licensee and any transferee of the Licensee under 51 U.S.C. Subtitle V, chapter 509.

United States means the United States and its agencies involved in Licensed Activities.

Except as otherwise defined herein, terms used in this Agreement and defined in 51 U.S.C. Subtitle V, ch. 509—Commercial Space Launch Activities, or in the Regulations, shall have the same meaning as contained in 51 U.S.C. Subtitle V, ch. 509, or the Regulations, respectively.

2 Waiver and Release of Claims

(a) Licensee hereby waives and releases claims it may have against Contractor and each of Contractor's Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

(b) Contractor hereby waives and releases claims it may have against Licensee, the United States, any Customer, and each of their respective Contractors and Subcontractors, for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.



3 Assumption of Responsibility

Licensee and Contractor shall each be responsible for Property Damage it sustains and for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault. Licensee and Contractor shall each hold harmless and indemnify each other, the United States, any Customer, and the Contractors and Subcontractors of each, for Bodily Injury or Property Damage sustained by its own employees, resulting from Licensed Activities, regardless of fault.

4 Extension of Assumption of Responsibility and Waiver and Release of Claims

(a) Licensee shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, as set forth in paragraphs 2(a) and 3, respectively, to its Contractors and Subcontractors and any Customer by requiring them to waive and release all claims they may have against Contractor and each of its Contractors and Subcontractors, and to agree to be responsible, for Property Damage they sustain and to be responsible, hold harmless, and indemnify Contractor and each of its Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

(b) Contractor shall extend the requirements of the waiver and release of claims, and the assumption of responsibility, hold harmless and indemnification, as set forth in paragraphs 2(b) and 3, respectively, to its Contractors and Subcontractors by requiring them to waive and release all claims they may have against Licensee, the United States, and any Customer, and each of their respective Contractors and Subcontractors, and to be responsible, hold harmless and indemnify Licensee, the United States, and any Customer, and each of their respective Contractors and Subcontractors, for Bodily Injury or Property Damage sustained by their own employees, resulting from Licensed Activities, regardless of fault.

5 Indemnification

(a) Licensee shall hold harmless and indemnify Contractor and its directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss, or damage arising out of claims that Licensee's Contractors, and Subcontractors, or any Customer, may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement of 14 C.F.R. §440.17.

(b) Contractor shall hold harmless and indemnify Licensee, any Customer, and the United States, and any of their directors, officers, servants, agents, subsidiaries, employees and assignees, or any of them, from and against liability, loss, or damage arising out of claims that Contractor's Contractors and Subcontractors may have for Property Damage sustained by them and for Bodily Injury or Property Damage sustained by their employees, resulting from Licensed Activities and arising out of the indemnifying party's failure to implement properly the waiver requirement of 14 C.F.R. § 440.17.



6 Miscellaneous

(a) Nothing contained herein shall be construed as a waiver or release by Licensee or Contractor of any claim by an employee of Licensee or Contractor, respectively, including a member of the Armed Forces of the United States, for Bodily Injury or Property Damage, resulting from Licensed Activities.

(b) Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for Bodily Injury or Property Damage resulting from willful misconduct of any of the Parties, the Contractors and Subcontractors of any of the Parties, the United States, the Contractors and Subcontractors of the United States, any Customer, the Contractors and Subcontractors of any Customer, and in the case of Licensee, Contractor, any Customer, and the Contractors and Subcontractors of each of them, the directors, officers, agents and employees of any of the foregoing, and in the case of the United States, its agents..

(c) This Agreement shall be governed by and construed in accordance with United States Federal law.

7 Signature

In witness whereof, the Parties to this Agreement have caused the Agreement to be duly executed by their respective duly authorized representatives as of the date written above.

Virgin Galactic

By: _____

Its: _____

Mojave Air & Space Port

By: Andrew Parker _____

Its: Chairman of the Board

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees
SUBJECT: FAA Reimbursable Agreement
MEETING DATE: May 7, 2019

Background:

Mojave Air & Space Port is participating in the regional radar upgrade. The FAA has sent us an agreement with the cost breakdown for equipment and connection fees.

Equipment cost: \$139,271.40 Currently due
FTI connection cost: \$118,052.09 Due by July 31, 2019

The radar feed has become critical to safety in our air traffic control tower. We want to maintain this safety and had requested \$190,000 be set aside in the budget for the equipment purchase, which has come in roughly \$50,000 less than the actual amount. The equipment is scheduled to deliver in July and payment needs to be made in advance. The FTI connection funds will be applied to the next fiscal year.

Impacts:

Fiscal: \$139,271.40 budgeted dollars

Environmental: None

Legal: None

Recommended Action:

Authorize GM to finalize the reimbursable agreement and disburse funds to secure the STARS equipment and FTI connection.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**MOJAVE AIR AND SPACE PORT
MOJAVE, CALIFORNIA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Mojave Air and Space Port** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Mojave Air and Space Port**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is for Sponsor funding for the replacement of REHOST equipment with a Standard Terminal Automation Replacement System, Generation 4. (STARS, G-4) Remote Tower Display System. (RTDS) at the Sponsor owned Non-Federal Contract Tower (NFCT). In addition, the Sponsor will fund annual subscription services of required Federal

Telecommunications Infrastructure (FTI). The FTI circuits (4) are required to convey the radar feed from FAA Joshua Control Facility (JCF) at Edwards Air Force Base to the Mojave Air and Space Port (MHV) NFCT. The FAA long term commitment to maintaining the STARS radar display at MHV will provide the NFCT controllers advisory information about real-time aircraft flight positions and weather information within the vicinity of MHV for years. This will enhance the safe and efficient control of air traffic services within the National Airspace System (NAS). This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Mojave, California (MHV) Installation of STARS G-4 and FTI circuits in support of the JCF RTDS

B. The FAA will perform the following activities:

1. Procure and manage the acquisition of the STARS G-4 RTDS.
2. Perform a Site Survey to determine the design requirements necessary for site preparation and build-out for the Sponsors NFCT and provide site preparation requirements to Sponsor.
3. Provide FAA engineering expertise for site preparation and the installation of the STARS G-4 RTDS system in the MHV NFCT.
4. Ensure FTI circuits, duct banks and cable-runs installation is in accordance with FAA standards.
5. Perform site interface preparation for terminal connection of FTI circuits to STARS G-4 RTDS at MHV NFCT.
6. Perform STARS G-4 Software Adaptation and development of radar video maps and Minimum Safe Altitude Warning terrain maps.
7. Perform on-site system testing of the STARS G-4 RTDS in accordance with current FAA Order 6000.15.
8. Certify the STARS G-4 RTDS in accordance with current FAA Order 6191.6.
9. Provide STARS G-4 RTDS Computer Based Instructional (CBI) Training to the MHV NFCT Controllers in accordance with FAA standards.
10. Provide sufficient STARS G-4 RTDS system spares in accordance with the current FAA standard for system spares.
11. Develop a Memorandum of Agreement between the FAA Joshua Control Facility (JCF) and MHV NFCT. The MOA will document each party's responsibilities for equipment/systems outages affecting STARS G-4 operation and data feed.

12. Create as-built drawings for the STARS G-4 RTDS installation at MHV NFCT.
 13. Perform a Joint Acceptance Inspection (JAI) with the Sponsor and all necessary parties including Edwards SSC personnel in order to clear all exceptions.
 14. Provide STARS G-4 tech refreshes. These tech refreshes are undefined and indeterminate in timing. The FAA will include the Sponsor in communications on future tech refreshes so the Sponsor can plan funding resources accordingly.
 15. Provide a separate reimbursable agreement for collection of FTI annual subscription services fees from MHV. This RA will be renewed in subsequent 5-year periods as long as MHV FTI subscription to support STARS G-4 is required.
 16. Accept MHV NFCT replaced REHOST system at JCF for appropriate disposal
- C. The Sponsor will perform the following activities:
1. The Sponsor will provide funding to the FAA for the cost of STARS G-4 RTDS acquisition including the FTI Non-Recurring costs (NRC) and Annual Recurring costs (ARC) for the first two years.
 2. Conduct necessary STARS G-4 RTDS site preparation activities with FAA engineering oversight as determined by the Site Survey. If needed Sponsor activities primarily will include modifications to existing space that would permit installation of the STARS G-4 RTDS system hardware, provide an acceptable electronic ground plane for FTI telecommunications, and establish power connections as defined in the site survey.
 3. The Sponsor agrees to enter into a separate reimbursable agreement with the FAA to fund their annual cost of FTI subscription services. This separate RA shall be executed in 2021. Subsequent RAs of 5-year duration shall remain in effect for as long as MHV FTI subscription to support STARS G-4 RTDS is required.
 4. The Sponsor agrees to enter into separate reimbursable agreements to fund any equipment "tech refresh" or "system enhancement" projects so MHV NFCT STARS equipment can continue properly interacting with the host system at JCF.
 5. Obtain all necessary permits, waivers, and licenses as required to perform construction build-out for STARS G-4 RTDS and FTI installation.
 6. Make provisions for the FAA and/or its contractor(s) to conduct a site survey prior to ordering the STARS G-4 system from the manufacturer. The Sponsor shall have an airport representative and a Certified Professional Controller (CPC) present to participate in the site survey and the decision making-process.

7. Allow the FAA and its contractor's access to the MHV NFCT and any associated locations (cable chases, equipment rooms, etc.) to complete all STARS G-4 RTDS installation activities.
 9. Comply with FAA Security requirements, in accordance with current FAA Order 1370.121, FAA Information Security and Privacy Program & Policy, and as set forth in the applicable STARS Security Administrators Handbook (TI 6191.2) for the facility and personnel. The Sponsor also agrees that the NFCT Air Traffic Controllers at MHV shall act appropriately to protect propriety, privileged or otherwise confidential information that may come into their possession as a result of this Agreement.
 10. Comply with FAA Facility Security requirements, in accordance with current FAA Order 1600.69C, FAA Facility Security Management Program. All Federal Contract Air Traffic Controllers shall participate in the initial security training applicable to their roles and responsibilities and in an annual security refresher training. All personnel shall comply with the FAA Security Incident Reporting requirements.
 11. Participate in a Joint Acceptance Inspection (JAI) with all necessary parties including the Edwards SSC personnel in order to clear all exceptions.
 12. Transfer of the replaced REHOST System to JCF SSC at Edwards Air Force Base, CA for appropriate disposal.
 13. Complete Property Transfer Agreement (Attachment A) for MHV STARS G-4 ownership to the FAA upon system certification.
- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **Western Service Center Planning and Requirements** will provide administrative oversight of this Agreement. **Carl Klinkhammer** is the **Planning Specialist** and liaison with the Sponsor and can be reached at (206) 231-2906 or via email at **carl.klinkhammer@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Engineering Services, Terminal Engineering Center, Los Angeles B**, will oversee the scope of work included in this Agreement. **Anthony Chan** is

the **Engineer** and liaison with the Sponsor and can be reached at (424) 405-7489 or via email at **anthony.chan@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.

3. The **FAA Edwards System Support Center (SSC)** may assist the scope of work included in this agreement. **Carolyn Barclay** is the **SSC manager** and liaison with the Sponsor and can be reached at (661) 575-2108 or via email at **carolyn.barclay@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
4. **FAA Contracting Officer:** The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at (817) 222-4395 or via email at **brad.logan@faa.gov**.

B. Sponsor:

1. **John Himes** is the Sponsor liaison with the FAA Western Service Center Planning and Requirements and can be reached at (661) 824-2433 or via email at **john@mojaveairport.com**. The Sponsor technical liaison is **Jason Buck**, phone number (661) 824-2433 or **jason@mojaveairport.com**. These liaisons are not authorized to make any commitment, or otherwise obligate Sponsor, or authorize any changes that affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The execution, modification, and administration of this Agreement must be authorized and accomplished by the Sponsor Contracting Officer, **Karina Drees** who can be reached at (661) 824-2433 or via email at **karina@mojaveairport.com**.

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer

- A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

- B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Non-Labor	
WB3070 Hardware Supplies (STARS G-4)	\$128,955.00
WB1030, FTI NRC FY2019	\$50,677.44
WB4080 Services FTI ARC FY 2019, FY2020	\$58,630.05
Non-Labor Subtotal	\$238,262.49
Non-Labor Overhead	\$19,061.00
Total Non-Labor	\$257,323.49
TOTAL ESTIMATED COST	\$257,323.49

Due to availability of funds the sponsor agrees to the following payment schedule.

Phase 1 scope and payment, \$139,271.40 provides funding for STARS G-4 Hardware and is due at the execution of this agreement.

Phase 2 scope and payment, \$118,052.09 provides funding for FTI NRC and FTI FY 2019 and FY 2020 ARC. This funding amount must be in place prior to system initialization and is due on or before July 31, 2019.

No phase will begin without FAA receipt of sponsor payment for those items included in each phase.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to pay the cost of the Agreement in two payments as determined in Article 7. The Sponsor will send a copy of the executed Agreement and submit their payments in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The payments will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury

guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612
Washington D.C. 20591
Phone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Mojave Air and Space Port
Attn: Carrie Rawlings
1434 Flightline
Mojave, CA. 93501
Phone: (661) 824-2433
Email: carrie@mojaveairport.com

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance

payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases,

cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

MOJAVE AIR AND SPACE PORT

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Karina Drees
TITLE Airport Manager
DATE _____

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees
SUBJECT: Board Meeting Schedule
MEETING DATE: May 7, 2019

Background:

The recent overhaul of the Board's policies and procedures has greatly improved efficiency throughout the organization. The quantity of action items has been significantly reduced and meetings are considerably shorter and becoming more poorly attended. We have cancelled 25% of our meetings thus far this fiscal year due to lack of action items. Last fiscal year we cancelled 33% of the meetings due to lack of action items.

Because of this, we would like the Board to consider reducing the frequency of meetings to once per month. In addition to the potential cost savings to the District, there is a significant opportunity cost for staff's time. The additional time will allow staff to focus on customer and growth issues and counsel to spend more time assisting with pertinent District business. As always, I am happy to continue meeting individually with Board members to keep Directors apprised of District business.

Impacts:

Fiscal: (\$8,500)

Environmental: None

Legal: None

Recommended Action:

Change Board meeting schedule to the first Tuesday of each month at 3:00 beginning July 1, 2019.

**Mojave Air & Space Port
Treasurer's Report
For the month ended March 31, 2019**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
Beginning Balance	\$ 802,137.18	\$ 3,290,026.32	\$ 5,033,336.60	\$ 9,125,500.10
Receipts:				
Operating Revenues	805,161.13	-	-	805,161.13
Interest Income	32.71	10,189.90	-	10,222.61
Tax Proceeds	-	5,845.31	-	5,845.31
Total Receipts	805,193.84	16,035.21	-	821,229.05
Expenditures:				
Operating Expenses	(768,210.32)	-	-	(768,210.32)
Project Expenses	-	-	-	-
Total Expenditures	(768,210.32)	-	-	(768,210.32)
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
Total Transfers	-	-	-	-
Ending Balance	\$ 839,120.70	\$ 3,306,061.53	\$ 5,033,336.60	\$ 9,178,518.83

The Mojave Air & Space Port unencumbered cash is on deposit bearing interest at various rates, in accordance with the District's Investment Policy.

Mojave Air & Space Port

Fuel Inventory Report

March 2019

JET A			
Beginning Inventory		70,988	
Gallons Delivered			
Gallons Purchased		53,702	
Defuels		-	
Total Gallons Delivered		53,702	
Gallons Pumped			
Gallons Sold		62,999	
Refuels		-	
Tank farm/Line truck sumps		60	
Delivery Samples		40	
Total Gallons Pumped		63,099	
Ending Inventory		61,591	
Physical Check		63,807	
Inventory Value at	2.60		\$166,155.16

AVGAS			
Beginning Inventory			7,608
Gallons Delivered			
Gallons Purchased			8,514
Gallons Pumped			
Gallons Sold			3,675
Tank farm/Line truck sumps			5
Delivery Samples			-
Total Gallons Pumped			3,680
Ending Inventory			12,442
Physical Check			12,341
Inventory Value at	4.27		\$52,696.07

LUBRICANTS			
Beginning Inventory		267	
Quarts Purchased		0	
Quarts Sold		0	
Ending Inventory		267	
Physical Check		267	
Aeroshell 100; 100W; 15/50 Multi			
86 @ \$5.62; 79 @ \$6.02; 102 @ \$6.68			\$1,738.48

PRIST			
Beginning Inventory			117
Cans Purchased			0
Cans Sold			0
Ending Inventory			117
Physical Check - Cans			117
Physical Check - Bulk			9
117 CANS @ \$7.40; 9 (5) Gallons @ 120.15			\$1,961.95

UNLEADED FUEL			
Beginning Inventory		592.8	
Gallons Purchased		778.0	
Gallons Used		622.6	
Ending Inventory		748.2	
Physical Check		728.0	
Inventory Value at	\$3.27		\$2,380.56

DIESEL FUEL			
Beginning Inventory			832.0
Gallons Purchased			459.0
Gallons Used			175.3
Ending Inventory			815.7
Physical Check			800.8
Inventory Value at	\$2.72		\$2,178.18

MARCH 2019 Fuel Inventory \$227,110.40

March Gallons Sold 66,674
Year to Date 790,450

Mojave Air & Space Port

Customers Over 90 Days Past Due

	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
Bob Green	52.50	54.10	53.45	53.02	213.07	Notice Sent -
Aged AR as of 4/30/2019	76,000.82	80,599.26	27,359.61	53.02	184,012.71	

	January	February	March	April	May	June	July	August	September	October	November	December
Total Income	\$ 12,301.75	\$ 11,869.58	\$ 12,080.25									
Total Expenses	\$ (17,716.70)	\$ (15,607.34)	\$ (16,326.33)									
Net Income	\$ (5,414.95)	\$ (3,737.76)	\$ (4,246.08)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	January	February	March
MEMBERSHIPS	536	522	531
New Members	46	27	36
Cancelled Members	-29	-41	-27
Net Change	17	-14	9

Notes for board:

JANUARY:

Of the 29 Cancels, 5 were returned for collections, 2 took advantage of our National Test Pilot School promo of pay 6 mos. Upfront, get 1 month off

FEBRUARY:

Of the 41 cancels, 9 were returned for collections. There was a layoff of over 40 employees at VG/TSC. 2 signed up from Scaled from 1 week free promo.

MARCH:

Of the 27 cancels, 5 were returned for collections, 1 was a write-off, 3 were trial 30-day memberships and 11 moved.

MOJAVE

AIR AND SPACE PORT

CEO REPORT

TO: MASP Board of Directors
FROM: Karina Drees
MEETING DATE: May 7, 2019

Updates

- I attended a meeting in DC with the new head of the FAA AST Office of Spaceports. This new office is established at the request of Congress to regulate and advocate for the Nation's spaceports. I anticipate more involvement as the office becomes established.
- The work on AB245 to establish an aerospace commission continues to progress. I have been pushing to include Mojave Air & Space Port on this commission and am hopeful for a nomination.
- MITRE has been engaged by the FAA to study airspace impacts as commercial space launches become more mainstream. John participated in a meeting hosted at Virgin Galactic's office and will continue to be instrumental as this topic progresses.

Authorized Payments

	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	4/18/19	185,705.15		185,705.15
	4/23/19	132,996.54		132,996.54
	4/25/19	1,206.06		1,206.06
	4/30/19	87,023.90		87,023.90
	4/30/19		335,222.54	335,222.54
	5/2/19	159,894.38		159,894.38
		566,826.03	335,222.54	902,048.57
BOD CHECK	5/7/19	38,700.00		38,700.00
	5/7/19	155,331.28		155,331.28
	5/7/19	45,253.83		45,253.83
				239,285.11
TOTAL ALL CHECKS & EFT'S				1,141,333.68

Date: Thursday, April 18, 2019
 Time: 02:45PM
 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/18/2019

Page: 1 of 4
 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
Company: EKAD											
Acct / Sub:	101000		1200								
058107	CK	4/18/2019	0109 AT&T	10-19		042974	VO	7134122793/0419	4/19/2019	0.00	127.06
058107	CK	4/18/2019	0109 AT&T	10-19		042975	VO	8123831139/0419	4/7/2019	0.00	127.06
										Check Total	254.12
058108	CK	4/18/2019	0158 Ameripride Uniform Services	10-19		042940	VO	2100754563/0419	4/12/2019	0.00	214.79
058108	CK	4/18/2019	0158 Ameripride Uniform Services	10-19		042941	VO	2100754567/0419	4/12/2019	0.00	85.16
										Check Total	299.95
058109	CK	4/18/2019	0187 AFLAC	10-19		042964	VO	948822/0319	4/15/2019	0.00	1,569.39
058110	CK	4/18/2019	0194 Aviation Striping, Inc	10-19		042943	VO	306	4/1/2019	0.00	28,606.00
058110	CK	4/18/2019	0194 Aviation Striping, Inc	10-19		042944	VO	305	3/23/2019	0.00	19,929.50
										Check Total	48,535.50
058111	CK	4/18/2019	0216 Arrow Engineering Services, Inc.	10-19		042942	VO	196784033119	3/31/2019	0.00	5,338.00
058112	CK	4/18/2019	0243 A-C Overhead Garage Door Co.,	10-19		042985	VO	GYM/0419	4/4/2019	0.00	250.00
058113	CK	4/18/2019	0288 Jason Buck	10-19		042949	VO	041119/REIMB	4/11/2019	0.00	167.47
058114	CK	4/18/2019	0350 Clark's Pest Control	10-19		042969	VO	01058810/0419	4/16/2019	0.00	61.00
058114	CK	4/18/2019	0350 Clark's Pest Control	10-19		042970	VO	00972309/0419	4/16/2019	0.00	45.00
058114	CK	4/18/2019	0350 Clark's Pest Control	10-19		042971	VO	00922714/0419	4/16/2019	0.00	44.00
058114	CK	4/18/2019	0350 Clark's Pest Control	10-19		042972	VO	00910258/0419	4/16/2019	0.00	44.00
										Check Total	194.00
058115	CK	4/18/2019	0482 Michael Demetriff	10-19		042977	VO	040119/REIMB	4/18/2019	0.00	743.41

Date: Thursday, April 18, 2019
 Time: 02:45PM
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Mojave Air & Space Port
Check Register - Standard
 Period: 10-19 As of: 4/18/2019

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 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
058116	CK	4/18/2019	0615 Federal Express	10-19		042952	VO	651200687	4/5/2019	0.00	17.15
058117	CK	4/18/2019	0711 Fence Master	10-19		042953	VO	41119	4/11/2019	0.00	8,220.00
058118	CK	4/18/2019	0807 Cornelius Hughes	10-19		042960	VO	032819/REIMB	3/28/2019	0.00	736.13
058119	CK	4/18/2019	1005 Pacific Telemanagement Svcs.	10-19		042967	VO	2016538	4/3/2019	0.00	53.00
058120	CK	4/18/2019	1122 Randall Kelley	10-19		042955	VO	13747	4/8/2019	0.00	549.72
058120	CK	4/18/2019	1122 Randall Kelley	10-19		042956	VO	13737	4/8/2019	0.00	1,054.06
058120	CK	4/18/2019	1122 Randall Kelley	10-19		042966	VO	13758	4/16/2019	0.00	80.09
									Check Total		1,683.87
058121	CK	4/18/2019	1142 Kern County Sheriff's Office	10-19		042980	VO	7954	4/10/2019	0.00	934.59
058122	CK	4/18/2019	1200 L & L Construction	10-19		042954	VO	WE 4-14-19	4/14/2019	0.00	2,850.00
058123	CK	4/18/2019	1254 Lincoln Nat'l Life Ins. Co.	10-19		042982	VO	3864513209/0519	4/10/2019	0.00	838.76
058124	CK	4/18/2019	1387 Darlan Mitchell	10-19		042981	VO	041019	4/10/2019	0.00	90.00
058125	CK	4/18/2019	1403 Nelms Surveying	10-19		042961	VO	182751-10	3/20/2019	0.00	2,124.00
058125	CK	4/18/2019	1403 Nelms Surveying	10-19		042962	VO	182751-9	3/13/2019	0.00	300.00
									Check Total		2,424.00
058126	CK	4/18/2019	1800 RSI Petroleum	10-19		042965	VO	0330320	4/5/2019	0.00	1,748.78
058127	CK	4/18/2019	1802 RB DEVELOPMENT	10-19		042968	VO	4/5/19 MHV	4/5/2019	0.00	960.00

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 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/18/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
058128	CK	4/18/2019	1880 David Russell	10-19		042959	VO	0219	2/28/2019	0.00	2,864.00
058129	CK	4/18/2019	1897 Southern California Fleet	10-19		042963	VO	HP862148	4/9/2019	0.00	17,507.79
058130	CK	4/18/2019	1917 San Bernardino Regional	10-19		042983	VO	19-213	4/17/2019	0.00	2,835.00
058131	CK	4/18/2019	1952 So. Calif. Edison	10-19		042951	VO	2025279670/0419	4/6/2019	0.00	9,661.62
058132	CK	4/18/2019	2014 Sharper Landscaping Services,	10-19		042957	VO	4910	4/12/2019	0.00	8,550.00
058133	CK	4/18/2019	2026 Tel-Tec, Inc.	10-19		042958	VO	657660/0419	4/1/2019	0.00	110.00
058134	CK	4/18/2019	2319 Western Pacific Roofing Corp	10-19		042979	VO	7928	3/31/2019	0.00	65,731.00
058135	CK	4/18/2019	3023 Darius Angelos	10-19		042976	VO	040119	4/1/2019	0.00	314.78
058136	CK	4/18/2019	3310 Timothy Jaworski	10-19		042973	VO	041119	4/11/2019	0.00	96.87
058137	CK	4/18/2019	3630 Roth-Deborah	10-19		042978	VO	030919	3/9/2019	0.00	125.97

Date: Thursday, April 18, 2019
 Time: 02:45PM
 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/18/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Check Count: 31

Acct Sub Total: 185,705.15

Check Type	Count	Amount Paid
Regular	31	185,705.15
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	31	185,705.15

	Company Disc Total	0.00	Company Total	185,705.15
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Date: Tuesday, April 23, 2019
 Time: 10:55AM
 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/23/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
Company:			EKAD								
Acct / Sub:	101000		1200								
058138	CK	4/23/2019	0158 Ameripride Uniform Services	10-19		043000	VO	217236400	4/19/2019	0.00	174.24
058138	CK	4/23/2019	0158 Ameripride Uniform Services	10-19		043001	VO	2100756113/0419	4/19/2019	0.00	72.66
										Check Total	246.90
058139	CK	4/23/2019	0467 Coastline Equipment	10-19		043009	VO	85419	4/22/2019	0.00	115,268.01
058140	CK	4/23/2019	0866 Home Depot	10-19		043007	VO	07610417/0319	3/29/2019	0.00	2,453.12
058141	CK	4/23/2019	1161 Kern Auto Parts Inc	10-19		042997	VO	903295	4/17/2019	0.00	18.22
058142	CK	4/23/2019	1200 L & L Construction	10-19		043012	VO	WE 4-21-19	4/21/2019	0.00	3,000.00
058143	CK	4/23/2019	1460 National Test Pilots School	10-19		043002	VO	5352	4/22/2019	0.00	5,000.00
058144	CK	4/23/2019	1639 ProActive Work Health Services	10-19		043011	VO	1141-50618	4/4/2019	0.00	35.00
058145	CK	4/23/2019	1925 Sparkletts	10-19		043005	VO	13703338041819	4/18/2019	0.00	907.07
058146	CK	4/23/2019	1952 So. Calif. Edison	10-19		043014	VO	2395077167/0419	4/18/2019	0.00	32.27
058146	CK	4/23/2019	1952 So. Calif. Edison	10-19		043015	VO	2340063106/0419	4/18/2019	0.00	1,091.44
										Check Total	1,123.71
058147	CK	4/23/2019	1954 The Gas Company	10-19		042993	VO	11545997/0419	4/17/2019	0.00	293.59
058147	CK	4/23/2019	1954 The Gas Company	10-19		042994	VO	89363938/0419	4/17/2019	0.00	524.74
058147	CK	4/23/2019	1954 The Gas Company	10-19		042995	VO	61545001/0419	4/17/2019	0.00	385.57
058147	CK	4/23/2019	1954 The Gas Company	10-19		042996	VO	31545767/0419	4/17/2019	0.00	174.84

Date: Tuesday, April 23, 2019
 Time: 10:55AM
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Mojave Air & Space Port
Check Register - Standard
 Period: 10-19 As of: 4/23/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
									Check Total	1,378.74
058148	CK	4/23/2019	2136 UNUM Life Ins. Co.	10-19	043008	VO	5580360012/0519	4/9/2019	0.00	2,977.02
058149	CK	4/23/2019	2193 Velosio LLC	10-19	043013	VO	561550	4/16/2019	0.00	48.75
058150	CK	4/23/2019	3875 Stuart O. Witt	10-19	043010	VO	S. WITT/032819	3/28/2019	0.00	540.00

Check Count: 13

Acct Sub Total: 132,996.54

Check Type	Count	Amount Paid
Regular	13	132,996.54
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	13	132,996.54

Company Disc Total 0.00 Company Total 132,996.54

Date: Thursday, April 25, 2019
 Time: 10:10AM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 10-19 As of: 4/25/2019

Page: 1 of 1
 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: EKAD										
Acct / Sub:	101000		1200							
058151	CK	4/25/2019	0267 The Arches at Regional Center	10-19	043024	VO	0419	4/24/2019	0.00	265.00
058152	CK	4/25/2019	0396 CDW Government	10-19	043029	VO	RSK9015	4/3/2019	0.00	35.10
058152	CK	4/25/2019	0396 CDW Government	10-19	043030	VO	RSF9802	4/3/2019	0.00	93.25
058153	CK	4/25/2019	1161 Kern Auto Parts Inc	10-19	043026	VO	903660	4/24/2019	0.00	128.35 2.97
058154	CK	4/25/2019	2045 Shreds Unlimited, Inc	10-19	043028	VO	9033	4/19/2019	0.00	40.00
058155	CK	4/25/2019	2230 Verizon Wireless	10-19	043027	VO	9828034875	4/12/2019	0.00	674.14
058156	CK	4/25/2019	3030 Valenzuela, Sonia	10-19	043025	VO	042319/ISAAK	4/23/2019	0.00	95.60

Check Count: 6

Acct Sub Total: 1,206.06

Check Type	Count	Amount Paid
Regular	6	1,206.06
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	6	1,206.06

Company Disc Total 0.00 Company Total 1,206.06

Date: Tuesday, April 30, 2019
 Time: 11:56AM
 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/30/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
Company:			EKAD								
Acct / Sub:			101000								
			1200								
058157	CK	4/30/2019	0109 AT&T	10-19		043046	VO	9327788001/0419	4/21/2019	0.00	40.05
058157	CK	4/30/2019	0109 AT&T	10-19		043047	VO	2453653385/0419	4/20/2019	0.00	187.28
Check Total											
227.33											
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043031	VO	2100748886/0315	3/15/2019	0.00	214.79
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043032	VO	2100748887/0319	3/15/2019	0.00	73.29
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043033	VO	210075236/0319	3/22/2019	0.00	97.29
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043034	VO	2100751643/0319	3/29/2019	0.00	214.79
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043037	VO	2100757495/0319	4/26/2019	0.00	214.79
058158	CK	4/30/2019	0158 Ameripride Uniform Services	10-19		043039	VO	2100757500/0419	4/26/2019	0.00	86.32
Check Total											
901.27											
058159	CK	4/30/2019	0187 AFLAC	10-19		043038	VO	372209/0419	4/29/2019	0.00	1,046.26
058160	CK	4/30/2019	0225 Avsurance Corporation	10-19		043048	VO	600	4/25/2019	0.00	1,214.00
058161	CK	4/30/2019	0266 Antelope Valley Ford Lincoln	10-19		043049	VO	VIN 12089/2019	4/25/2019	0.00	33,963.20
058162	CK	4/30/2019	0341 Circulating Air Inc.	10-19		043055	VO	5991	4/19/2019	0.00	4,687.00
058162	CK	4/30/2019	0341 Circulating Air Inc.	10-19		043056	VO	5992	4/19/2019	0.00	4,101.00
Check Total											
8,788.00											
058163	CK	4/30/2019	0430 Desert Truck Service Inc.	10-19		043051	VO	1325520/DUMP TR	4/15/2019	0.00	641.17
058164	CK	4/30/2019	0466 Califitness Inc	10-19		043050	VO	15224	4/24/2019	0.00	595.00

Date: Tuesday, April 30, 2019
 Time: 11:56AM
 User: CPANKO

Mojave Air & Space Port

Check Register - Standard

Period: 10-19 As of: 4/30/2019

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 Report: 03630.rpt
 Company: EKAD

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
058165	CK	4/30/2019	0514 E. Michael Louden, P. E.	10-19		043060	VO	1904-09	4/7/2019	0.00	675.00
058166	CK	4/30/2019	0898 IML Security Supply	10-19		043054	VO	CV16991	4/18/2019	0.00	150.15
058167	CK	4/30/2019	1114 Kern Co. Fire Dept.	10-19		043057	VO	19000310/041319	4/24/2019	0.00	1,558.23
058168	CK	4/30/2019	1161 Kern Auto Parts Inc	10-19		043058	VO	903152/TRACTOR	4/15/2019	0.00	6.96
058169	CK	4/30/2019	1200 L & L Construction	10-19		043059	VO	WE 4-28-19	4/28/2019	0.00	2,525.00
058170	CK	4/30/2019	1310 Mojave Little League, Inc.	10-19		043061	VO	043019	4/30/2019	0.00	400.00
058171	CK	4/30/2019	1315 McMaster-Carr	10-19		043065	VO	926199887	4/22/2019	0.00	897.34
058172	CK	4/30/2019	1347 Miller Equipment Company	10-19		043063	VO	19-2671	4/11/2019	0.00	16,586.00
058172	CK	4/30/2019	1347 Miller Equipment Company	10-19		043064	VO	19-2672	4/11/2019	0.00	3,788.00
058173	CK	4/30/2019	1372 Mojave Public Utility District	10-19		043035	VO	03191/0319	4/24/2019	0.00	6,799.64
058174	CK	4/30/2019	1373 Mojave Public Utility District /	10-19		043036	VO	03192/0319	4/24/2019	0.00	157.50
058175	CK	4/30/2019	1501 Office Depot	10-19		043045	VO	041619	4/16/2019	0.00	501.03
058176	CK	4/30/2019	1619 Parker, Andrew	10-19		043067	VO	5828122/REIMB	4/14/2019	0.00	42.00
058177	CK	4/30/2019	1670 Praxair	10-19		043066	VO	88937774	4/22/2019	0.00	247.96
Check Total											20,374.00
											6,799.64

Date: Tuesday, April 30, 2019
 Time: 11:56AM
 User: CPANKO

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
058178	CK	4/30/2019	1800 RSI Petroleum	10-19		043068	VO		4/30/2019	0.00	1,774.20
058179	CK	4/30/2019	1952 So. Calif. Edison	10-19		043052	VO	2395597974/0419	4/24/2019	0.00	176.03
058180	CK	4/30/2019	3021 Milton Reed	10-19		043069	VO	REGULAR/OT	4/30/2019	0.00	2,348.60
058181	CK	4/30/2019	3021 Milton Reed	10-19		043070	VO	COMP TIME/0419	4/30/2019	0.00	369.38
058182	CK	4/30/2019	3021 Milton Reed	10-19		043071	VO	VAC / 0419	4/30/2019	0.00	540.65
058183	CK	4/30/2019	4008 Michael B.Jones DDS	10-19		043053	VO	041719/CARRILLO	4/17/2019	0.00	104.00

Check Count: 27

Acct Sub Total: 87,023.90

Check Type	Count	Amount Paid
Regular	27	87,023.90
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	27	87,023.90

Company Disc Total 0.00 Company Total 87,023.90

DATE	Electronic Fund Transfers April 8 through April 25, 2019	Amount
4/10/2019	AVFUEL3252 9382073252	19,879.79
4/11/2019	CALPERS 1946207465	4,911.99
4/11/2019	CALPERS 1946207465	1,694.85
4/11/2019	CALPERS 1946207465	5,698.28
4/11/2019	AVFUEL3252 9382073252	19,954.90
4/12/2019	PAYCHEX-HRS 2555124166	231.00
4/12/2019	INVESTMENT BFDS	245.15
4/12/2019	INVESTMENT BFDS	996.22
4/12/2019	WIRE TRANSFER FEE	15.00
4/16/2019	AMEX EPAYMENT 0005000008	7,591.52
4/16/2019	AMEX EPAYMENT 0005000008	12,013.14
4/17/2019	AVFUEL3252 9382073252	19,970.52
4/18/2019	AVFUEL3252 9382073252	39,776.21
4/18/2019	GARNISH PAYCHEX	142.30
4/18/2019	PAYROLL PAYCHEX	62,712.53
4/18/2019	WIRE TRANSFER FEE	15.00
4/19/2019	BOE E-PAY BOESPECIALTAXFEE	342.00
4/19/2019	CDTFA EPMT CA DEPT TAX FEE	82.00
4/19/2019	AVFUEL3252 9382073252	39,360.48
4/19/2019	INVOICE PAYCHEX	234.45
4/19/2019	TAXES PAYCHEX	14,790.64
4/23/2019	WIRE TRANSFER FEE	15.00
4/24/2019	AVFUEL3252 9382073252	84,424.57
4/30/2019	CASH MGMT MONTHLY FEE	35.00
4/30/2019	MONTHLY REMOTE DEP CAPTURE FEE FEE	75.00
4/30/2019	POSITIVE PAY MONTHLY FEE	15.00
	Total	335,222.54

Date: Thursday, May 02, 2019
 Time: 10:22AM
 User: CPANKO

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
				To Post	Closed						
Company: EKAD											
Acct / Sub:	101000		1200								
058184	CK	5/2/2019	0234 Banyan	11-19		043072	VO	1752947	4/19/2019	0.00	83.46
058185	CK	5/2/2019	0284 Michael L. Brouse	11-19		043108	VO	043019	4/30/2019	0.00	934.68
058186	CK	5/2/2019	0337 Air & Space	11-19		043076	VO	003859030/0419	4/30/2019	0.00	29.00
058187	CK	5/2/2019	0341 Circulating Air Inc.	11-19		043073	VO	5989	4/15/2019	0.00	4,812.00
058188	CK	5/2/2019	1099 KGoossen Consulting	11-19		043109	VO	010	4/1/2019	0.00	1,903.10
058189	CK	5/2/2019	1214 Lancaster Flooring, Inc.	11-19		043075	VO	093432	3/13/2019	0.00	3,869.00
058190	CK	5/2/2019	1705 QT Petroleum on Demand	11-19		043077	VO	74995	4/4/2019	0.00	1,425.00
058191	CK	5/2/2019	1865 RLH Fire Protection	11-19		043078	VO	0946344	4/9/2019	0.00	964.00
058191	CK	5/2/2019	1865 RLH Fire Protection	11-19		043080	VO	0946521	4/16/2019	0.00	700.00
058191	CK	5/2/2019	1865 RLH Fire Protection	11-19		043081	VO	0946678	4/24/2019	0.00	660.00
058191	CK	5/2/2019	1865 RLH Fire Protection	11-19		043093	VO	0946363	4/11/2019	0.00	213.00
058192	CK	5/2/2019	1880 David Russell	11-19		043107	VO	0319/0419	4/30/2019	0.00	8,712.00
058193	CK	5/2/2019	1924 Sunbell Rentals	11-19		043087	VO	88336156-0001	4/18/2019	0.00	2,829.02
058194	CK	5/2/2019	1996 SWRCB Fees	11-19		043096	VO	SW-0171221	4/9/2019	0.00	1,400.00
Check Total										0.00	2,537.00
											8,712.00

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Check Nbr	Check Type	Check Date	Vendor ID	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
			Vendor Name	To Post	Closed						
058195	CK	5/2/2019	2006 Sierra Rail Services, LLC	11-19		043088	VO	191204/0419	4/21/2019	0.00	492.20
058196	CK	5/2/2019	2014 Sharper Landscaping Services,	11-19		043086	VO	4912/0419	4/22/2019	0.00	8,550.00
058197	CK	5/2/2019	2044 Securitas Security Services USA,	11-19		043082	VO	W6438067	4/18/2019	0.00	612.51
058197	CK	5/2/2019	2044 Securitas Security Services USA,	11-19		043083	VO	W6431449	4/18/2019	0.00	1,205.37
058197	CK	5/2/2019	2044 Securitas Security Services USA,	11-19		043084	VO	W6432975	4/18/2019	0.00	448.61
058197	CK	5/2/2019	2044 Securitas Security Services USA,	11-19		043085	VO	W6431440	4/18/2019	0.00	12,497.78
Check Total											14,764.27
058198	CK	5/2/2019	2114 2Brothers Mobile Detailing	11-19		043090	VO	904	4/24/2019	0.00	140.00
058199	CK	5/2/2019	2236 Wasson Roofing and General	11-19		043094	VO	0419/BLDG 17	4/24/2019	0.00	4,900.00
058199	CK	5/2/2019	2236 Wasson Roofing and General	11-19		043095	VO	0419/BLDG 7	4/24/2019	0.00	4,300.00
Check Total											9,200.00
058200	CK	5/2/2019	2253 Waste Management - Kern	11-19		043091	VO	003515248080	5/1/2019	0.00	710.65
058201	CK	5/2/2019	2313 Waxie Sanitary Supply	11-19		043092	VO	78199351	4/11/2019	0.00	95.00
058202	CK	5/2/2019	2319 Western Pacific Roofing Corp	11-19		043104	VO	7978	4/17/2019	0.00	97,029.00
058203	CK	5/2/2019	4008 Michael B.Jones DDS	11-19		043074	VO	042319/CARRILLO	4/23/2019	0.00	104.00
058204	CK	5/2/2019	4231 Christina Scott	11-19		043089	VO	043019	4/30/2019	0.00	275.00

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Check Count: 21

Acct Sub Total: 159,894.38

Check Type	Count	Amount Paid
Regular	21	159,894.38
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	21	159,894.38

Company Disc Total	0.00	Company Total	159,894.38
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