

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: April 18, 2023
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Zoom Video Conference

<https://us02web.zoom.us/j/81169957579?pwd=S24vNStCMm8yQkZ0UFZBeEgzQ2UxZz09>

Phone: 669 900 9128
Meeting ID: 811 6995 7579
Passcode: 146447

AGENDA

1. Call to Order

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

2. Community Announcements and Public Comments on Items not on the Agenda

3. Consent Agenda (*Staff recommends approval of consent items by one motion.*)

- A. Minutes of the Regular Board Meeting of April 4, 2023
- B. Resolution Declaring Certain Property Surplus (Director of Technology)

4. Action Items

- A. Voyager Aircraft, LLC, Hangar 969 Lease Assignment to Dir. Coleman (Counsel)
- B. Hansen, Hangar 908A Sublease Agreement to Business Class Aviation (CEO)
- C. Sean & Nadia Roberts, 1.46 Acres (Hangars 98 & 99), Assignment of Lease to National Tet Pilot School (CEO)
- D. Roberts Investments, 2.34 Acres (Hangars 200& 201), Assignment of Lease to National Test Pilot School (CEO)
- E. Construction Administration, Runway 12-30 Rehab Project (DOF)

5. Reports

- A. Director of Administration
- B. Chief Executive Officer
- C. Runway 12/30 Update (CEO)
- D. Inland Port Update (CEO)
- E. Water System Update (CEO)

- F. Hangar Development Update (CEO)
- G. Board Committees

6. Director Comments on Items Not on the Agenda

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy
- B. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- C. Existing Litigation (Govt Code 54956.9): Virgin Orbit Bankruptcy

8. Closed Session Report

Adjournment

This Agenda was posted on April 14, 2023, by Jason Buck.

This meeting will be conducted in person and via zoom video conference. If you participate via zoom, please:

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at Lynn@mojaveairport.com prior to the start of the meeting.

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 Lynn@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 THE REGULAR MEETING ON APRIL 4, 2023.

1. CALL TO ORDER

The meeting was called to order on Tuesday April 4, 2023, at 2:00 p.m. by Director Barney.

A. Pledge of Allegiance: DOO Sewell led those assembled in the Pledge of Allegiance.

B. Roll Call:

Directors present: Allred, Balentine, Barney and Coleman

Directors absent: Morgan.

Staff: CEO Reid, DOA Rawlings, DO Fuels Smith, DOF VanWey, DOT Buck, Contracts Manager Johansen, Counsel Navé.

Others present via Zoom: Nicole Altman, DOPSS Spandorf, C. Panko, S. Hernandez, Security Chief Diaz, Andy Paulden, Patti Orr, A. Gatlin, Joyce Media, and three other unidentified participants.

C. Approval of Agenda: Upon motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the agenda.

2. Community Announcements/ Public Comments not on the Agenda

No Public Comments made.

3. Consent Agenda

Upon Motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the Consent Agenda.

A. Minutes of the Regular Board Meeting of March 21, 2023

B. Check Register Dated March 31, 2023; \$40,271.68.

4. Action Items

A. Voyager Aircraft, LLC Hangar 959 Lease Assignment to Dir. Coleman (Counsel)
Item tabled due to pending letter from the FPPC.

B. A Resolution to Amend Policy 300 As It Relates to Authorized Positions & Compensation (CEO)
CEO Reid briefed the Board on the Policy 300 Changes. Upon Motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the Resolution to Amend Policy 300 As It Relates to Authorized Positions & Compensation to Policy 300. RES# 23-04-851.

5. Reports

A. Director of Administration

Andy Paulden of Brown Armstrong Accountancy Corporation briefed the Board on the Audit Reports.

B. Chief Executive Officer

CEO Reid presented his report to the Board of Directors.

C. Runway 12/30 Update (CEO)

- CEO Reid updated the Board of Directors on the Runway 12/30 Rehabilitation Project.
- D. Inland Port Update (CEO)
CEO Reid didn't have an update for the Inland Port.
 - E. Water System Update (CEO)
CEO Reid updated the board on the Water System project.
 - F. Hangar Development Update (CEO)
CEO Reid updated the Board on the Hangar Development.
 - G. Board Committees
No Board Committees

6. Director Comments on Items not on the Agenda

Directory Barney wanted the Boards opinion on moving the meetings to later in the evening.
Director Coleman mentioned the Virgin Orbit declaring Chapter 11 Bankruptcy.

Prior to going into closed session, Counsel announced that the potential litigation item involving Virgin Orbit is now existing litigation since Virgin filed for bankruptcy.

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy
- B. Existing Litigation (Govt Code 54956.9): Welton vs. MASP
- C. Existing Litigation (Govt Code 54956.9): Virgin Orbit Bankruptcy
- D. Potential Litigation (Govt Code 54956.9): Beatriz Guerrero

8. Closed Session Report

In closed session, Counsel and the Board did not discuss the existing litigation with the Masten Bankruptcy. Counsel updated the Board on the existing litigation with Welton vs. MASP, and the Virgin Orbit Bankruptcy. The Board also discussed the potential litigation with Beatriz Guerrero, upon motion by Director Coleman, seconded by Director Allred, the board voted unanimously to reject the Claim. No other items were discussed and no other action was taken.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:29 p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary



STAFF MEMORANDUM

TO: Board of Directors

FROM: Jason Buck, Director of Technology

SUBJECT: Surplus Equipment

MEETING DATE: April 18, 2023

Background:

The equipment listed in the exhibit to the resolution is no longer used or necessary for District operations. As such, staff recommends declaring the equipment surplus and authorizing its disposal.

Impacts:

Fiscal: All proceeds of sale/disposal of equipment will be deposited into the General Fund account.

Environmental: None

Legal: None

Recommended Action:

Approve the resolution declaring the property in the exhibit to be surplus to the needs of the Airport and authorizing its disposal.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MOJAVE AIR AND SPACE PORT
DECLARING CERTAIN PROPERTY SURPLUS TO
THE NEEDS OF THE DISTRICT AND AUTHORIZING
DISPOSITION OF THE PROPERTY**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MOJAVE AIR AND SPACE
PORT** as follows:

1. Purpose.

This resolution declares certain property surplus to the needs of the District and authorizes the Chief Executive Officer to dispose of such property.

2. Disposition of Property.

The Board finds and declares:

(a) The property identified in Exhibit 1 (the “Surplus Property”), attached hereto and incorporated herein by reference, is surplus to and no longer suitable for the District’s needs.

(b) The District’s Chief Executive Officer is directed to dispose of the Surplus Property in a manner in the best interests of the District.

(c) The Chief Executive Officer is authorized to determine which offer to acquire the Surplus Property is in the best interests of the District.

(d) If no offers are received the Chief Executive Officer is authorized to dispose of the Surplus Property in a manner that is in the best interests of the District and in accordance with law.

(e) The District’s Chief Executive Officer shall report the results of the disposal of the property to the Board of Directors.

PASSED, APPROVED AND ADOPTED on April 18, 2023.

Diane Barney, President

ATTEST:

Jimmy R. Balentine, Secretary

(SEAL)

4.18.2023 BOD

Exhibit 1

Surplus Property

Item	Serial Number	Notes
iPhone	FFWCXQ5VKXKN	Obsolete
iPhone	FD1C2315JCLY	Obsolete
iPhone	F18D8HH4PLJM	Obsolete



STAFF MEMORANDUM

TO: Board of Directors

FROM: Scott Navé, Counsel

SUBJECT: Voyager Aircraft, LLC, Ground Lease 969 Assignment of Lease

MEETING DATE: April 4, 2023

Background:

On March 7, 2023 the Board of Directors discussed the assignment of Ground Lease 969 and requested a formal opinion from the FPPC before taking action. The response is in process.

Voyager Aircraft, LLC, has a thirty (30) year ground lease for Hangar 969 that will expire on January 31, 2045. Voyager is selling Hangar 969 to Charles Coleman, who is an existing tenant in good standing at MASP and is the current authorized Sub Tenant in Hangar 969. The lease requires that the Board approve an assignment of the lease.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Counsel recommends approval of the Assignment and Authorization for CEO to execute the agreement with counsel approval.

Lease Agreement

THIS LEASE ("Lease") is entered into as of February 1, 2015 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Richard Rutan ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: Mojave Air & Space Port

1.2 Tenant: Richard Rutan

1.3 Rental Commencement Date: February 1, 2015

1.4 Premises: Ground Lease, T-Hangar 969, as more specifically described on Exhibit A attached hereto.

1.5 Rentable area: Approximately 2,376 sq. ft. of Acreage.

1.6 Lease term:

Basic Term: Fifteen (15) years, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: Three (3) Five (5) year options, exercisable pursuant to Section 22.17.

1.7 Annual Rental:

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2015	\$118.80	\$1,425.60

On February 1, 2016, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 Use of Premises: The Premises shall be occupied and used Tenant for the sole purpose of aircraft storage and other airport approved activities, and for no other use or purpose.

1.9 Security Fee: Tenant shall pay a charge for security patrol and monitoring in the amount of 5% of the amount of such monthly rent payment.

1.10 Late charge: If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.

1.11 Addresses for notices and rent payment:

Landlord:
Mojave Air & Space Port
Attn: Director of Business Development
1434 Flightline Mojave, CA 93501
661.824.2433

Tenant:
Richard Rutan
2833 Delmar Avenue
Mojave, CA 93501
661-828-7547
824-4608

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made as of September 1, 2015 between Richard Rutan ("Assignor"), Voyager Aircraft, LLC ("Assignee"), and Mojave Air and Space Port ("Landlord").

Recitals

A. Mojave Air and Space Port, as landlord, and Assignor, as Tenant, executed a lease dated as February 1, 2015 ("Lease"), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain property described in the Lease (the "Premises" Ground Lease, T-Hangar 969).

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor, and assume the obligations under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Terms

Section 1. Assignment

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease, and Premises, and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment.

Section 2. Assumption of Lease Obligations

Assignee represents and warrants that:

- (a) It is a duly organized corporation in good standing in the State of its incorporation, is registered with the California Secretary of State, and is authorized do business in the County of Kern and State of California.
- (b) All necessary corporate approvals for the assumption of this Lease have been obtained by Assignee.
- (c) Assignee agrees to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed by Assignor under the Lease, including the making of all payments due or payable to Landlord under the Lease as they become due and payable.

Section 3. Assignor's Covenants

(a) Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect, and that there exists no other agreement affecting Assignor's tenancy under the Lease.

(b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.



STAFF MEMORANDUM

TO: Board of Directors
FROM: Tim Reid, CEO
SUBJECT: Hansen – Hangar 908 A, Consent to Sublease, Business Class Aviation

MEETING DATE: April 18, 2023

Background:

Cathy Hansen executed a Twenty-Five (25) year ground lease with one (25) year option on September 20, 1987, and built Hangar 908-A. Mrs. Hansen is requesting consent to Sublease a portion of her hangar to Business Class Aviation.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Consent to Sublease and Authorization for CEO to execute the agreement with counsel approval.

CONSENT TO SUBLEASE

This Consent to Sublease is made as of April 18, 2023 by master landlord Mojave Air and Space Port ("District"), a public entity, Catherine Hansen, Owner, as Sublandlord, and Business Class Aviation, as Subtenant, for the premises commonly known as Hangar 908 A located at 17254 Roper St., Mojave, California ("Sublease Premises"), that Sublandlord leases from Mojave Air and Space Port ("District"), under that lease dated September 20, 1987, as may be amended (collectively, "Master Lease").

District consents to the subletting of the Sublease Premises by Sublandlord to Subtenant as set forth in the Sublease, attached hereto as Attachment 1, subject to the following mutual agreements between District, Sublandlord, and Subtenant:

1. Character of Consent

This Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Master Lease, or a renewal or extension of the Sublease. This Consent is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Master Lease, waive any breach of the Master Lease or any of the rights of District, or enlarge or increase District's obligations under the Master Lease.

2. Scope and Conditions of Consent

In granting this Consent, it is understood and agreed that (a) District does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and District will not be bound by the Sublease, (b) no rights will be granted to Subtenant under the Sublease that are greater than those granted to Sublandlord under the Master Lease, and (c) the Sublease will be subordinate to the Master Lease and this District's Consent; in the event of any conflict between the terms and provisions of the Master Lease or this District's Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the District's Consent, as applicable, will prevail.

3. Assumption of Sublandlord's Obligations

For the benefit of District and Sublandlord, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sublandlord's obligation to indemnify District pursuant to Section 10 of the Master Lease. Neither this assumption by Subtenant, the Sublease, nor this District's Consent will release or discharge Sublandlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sublandlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sublandlord. Sublandlord will not be released from any liability under the Master Lease because of District's failure to give notice of default under or in

respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sublandlord or Subtenant, or both, constitutes a default by Sublandlord under the Master Lease. District may proceed directly against Sublandlord without first exhausting District's remedies against Subtenant, or District may proceed directly against Subtenant without exhausting District's remedies against Sublandlord.

4. Obligations of District

District will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Subtenant under the Sublease. Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend, and hold District harmless from all claims, losses, liabilities, costs, and expenses, including attorney's fees, that District may incur as a result of any claim to pay any person or entity any commission, finder's fee, or other charge in connection with the Sublease. Further, Subtenant warrants that Subtenant has dealt with no brokers in this transaction.

5. Termination of Sublease

On the effective date of the expiration of the term of the Master Lease, or Sublandlord's surrender of the premises under the Master Lease to District, the Sublease and its term will immediately terminate, and Subtenant must vacate the Sublease Premises on or before the effective date of the termination. If Subtenant fails to vacate the Sublease Premises, District will be entitled to all the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without consent, including, without limitation, the rights and remedies available to District under the Master Lease. District will not be liable to Sublandlord or Subtenant for any claim or damage because of the termination.

6. Continuation of Sublease

Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sublandlord surrenders the Master Lease to District during the term of the Sublease, District has the option, on written notice delivered to Subtenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Subtenant, to elect to continue the Sublease with the same effect as if District and Subtenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Subtenant will attorn to District, and District and Subtenant will have the same rights, obligations, and remedies under the Sublease as were had by Sublandlord and Subtenant. However, in no event will District (a) be liable for any act or omission of Sublandlord, (b) be subject to any offsets or defenses that Subtenant had or might have against Sublandlord, (c) be obligated to cure any default of Sublandlord that occurred prior to the time that District succeeded to the interest of Sublandlord under the Sublease, (d) be bound by any payment of rent or other payment paid by

Subtenant to Sublandlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of District, or (f) be liable for the return of any security deposit not actually received by District. Neither District's election under this section nor its acceptance of any rent from Subtenant will be deemed a waiver by District of any provisions of the Master Lease and this District's Consent.

7. Compliance with Sublease

If District elects to continue the Sublease pursuant to Section 6, Subtenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that District designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

8. Insurance

Subtenant will carry the insurance policies required to be carried by Sublandlord pursuant to Section 11 of the Master Lease and will deliver evidence of that to District prior to occupancy. The insurance will (a) name District and Sublandlord as additional insured; and (b) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to District and Sublandlord.

9. Absolute Assignment of Rents

Sublandlord unconditionally assigns to District all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sublandlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, District will have the right to collect the Rents and to apply them in payment of any sums payable by Sublandlord under the Master Lease. However, Sublandlord will have a license to collect the Rents until the occurrence of an act of default by Sublandlord under the Master Lease. If the act of default occurs, Sublandlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sublandlord's right to collect the Rents is suspended, District, as assignee and attorney-in-fact for Sublandlord under the Master Lease, or a receiver for Sublandlord appointed pursuant to District's application, will have the right to collect the Rents and apply them toward Sublandlord's obligations under the Master Lease. District's acceptance of any payment on account of Rent from Subtenant as a result of any act of default does not release Sublandlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.

10. Excess Rents

Sublandlord will pay to District fifty percent (50%) of the difference between (a) the rent payable by Subtenant to Sublandlord under the Sublease and (b) the base monthly rent payable by Sublandlord to District with respect to the Sublease Premises under the Master Lease. The Sublease "rent" shall include all payments made by Subtenant to Sublandlord for subleasing of the Sublease Premises. Sublandlord will submit such payment to District on the first day of each

month with Sublandlord's rent payment to District. Sublandlord shall immediately notify District of any change in the rental amount of the Sublease.

11. No Consent to Alterations

Sublandlord and Subtenant acknowledge: (a) that District's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises; (b) that District's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and (c) and that if consent is given it will be subject to Sublandlord's signing District's standard form of Agreement with respect to work being performed by persons other than District, unless otherwise agreed to in writing by District.

12. Legal

This Consent is made and to be performed in Kern County, California, and the parties irrevocably consent to the jurisdiction of the appropriate federal or state court located in that County. In any legal action or proceeding arising from this Consent, the prevailing party shall be awarded its cost, expenses, and fees, including reasonable attorney fees, incurred in the action or proceeding, on appeal, and/or in the enforcement of a judgment.

13. Notices

Any notices to be given under this Consent shall be delivered via US Mail or personal delivery to the following:

District:

Mojave Air and Space Port
Attn: Contracts Manager
1434 Flightline
Mojave, CA 93505

Sublandlord:

Cathy Hansen
P.O. Box 112
Mojave, CA 93502
661-342-0604
Propturns1@hughes.net

Subtenant:

Business Class Aviation
Attn: Jeremy Bryant
7472 Cypress Ave.
Rosamond, CA 93560
661-886-8834
Businessclassaviation@yahoo.com

This Consent is effective as of the date first written above:

Mojave Air and Space Port

Catherine Hansen

By _____
Tim Reid
CEO

By _____
Catherine Hansen
Owner

Business Class Aviation

By _____
Jeremy Bryant
President

All Hansen - being
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LEASE AND AGREEMENT

As of September 20, 1987, the East Kern Airport District, hereinafter "Lessor", and the undersigned, hereinafter "Lessee", agree as follows:

Section 1. Leasehold Premises

Lessor hereby leases to Lessee and Lessee hereby hires and takes of and from Lessor those certain demised premises located in the County of Kern, State of California, consisting of the parcel of land at the Mojave Airport, and more particularly described in Exhibit "A" attached hereto and hereby incorporated by reference.

Section 2. Term

This lease shall commence on the date written first above and terminate on September 19, 2012.

Section 3. Consideration

Lessee shall pay as rent for the demised premises the sum of \$ 653.40 per month in advance on the first day of each month during the term of this Lease. If the term of this Lease commences on other than the first day of the month, the first and last rental payments shall be prorated accordingly. See Exhibit "B".

Section 4. Use of Premises

The demised premises and any appurtenances shall be used for aeronautical activities including activities relating to aeronautical activities.

RENT PMTS. START 9-19-90



STAFF MEMORANDUM

TO: Board of Directors

FROM: Tim Reid, CEO

SUBJECT: Sean and Nadia Roberts -Approximately 1.46 Acres
(Hangars 98 & 99) – Assignment to National Test Pilot School, Inc.

MEETING DATE: April 18, 2023

Background:

Mr. and Mrs. Roberts executed an Assignment of Lease on April 20, 1993, for approximately 1.46 Acres; a Fifty (50) year ground lease for Hangars 98 and 99 terminating on April 30, 2037, at which time the hangars will belong to the District. The Roberts are requesting the lease be assigned to the National Test Pilot School, Inc., who have been subletting the hangars for years and are an existing tenant in good standing at MASP.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Assignment and Authorization for CEO to execute the agreement with counsel approval.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (“Assignment”) is made as of April 18, 2023 between Sean C Roberts and Nadia Roberts (“Assignor”), National Test Pilot School, Inc. (“Assignee”), and Mojave Air and Space Port (“Landlord”).

A. Mojave Air and Space Port, as landlord, and Assignor, as Tenant, executed a lease dated as of April 20, 1993 (“Lease”), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain property described pursuant to the terms of the Lease.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor, and assume the obligations under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease, and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment and:

Section 2. Assumption of Lease Obligations

Assignee assumes and agrees to be subject to and to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Lease, including the making of all payments due to or payable on behalf of Landlord under the Lease as they become due and payable.

Section 3. Assignor’s Covenants

(a) Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect, and that there exists no other agreement affecting Assignor’s tenancy under the Lease.

(b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

(c) Assignor agrees that it shall remain fully liable to Landlord under the Lease if Assignee defaults or fails to perform any of the terms and conditions under the Lease.

Section 4. Litigation Costs

If any litigation between Assignor, Assignee, and/or Landlord arises out of this Assignment, or concerning the meaning or interpretation of this Assignment, the losing party shall pay the prevailing party’s costs and expenses of this litigation, including, without limitation, reasonable attorney’s fees.

Section 5. Indemnification

Assignor and Assignee jointly and severally indemnify Landlord from and against any loss, cost, or expense, including attorney’s fees and court costs relating to the failure of Assignor or Assignee to fulfill their obligations under this Assignment and/or the Lease.

Section 6. Successors and Assigns

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7. Governing Law

This Assignment shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignors, Sean C. Roberts, by Nadia Roberts, Attorney-in-Fact
for Sean C. Roberts

By _____
Nadia Roberts, Owner

Assignee, National Test Pilot School, Inc.

By _____
Patrick J. Garman, CEO

CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease, consents to this Assignment of the Lease to Assignee, provided however, that notwithstanding this Assignment and the undersigned’s consent to this Assignment, Assignor shall remain primarily obligated as Tenant under the Lease, and the undersigned does not waive or relinquish any rights under the Lease against Assignor or Assignee.

Landlord, Mojave Air and Space Port

By _____
Tim Reid, CEO

LEASE AND AGREEMENT

As of May 1, 1987, the East Kern Airport District, hereinafter "Lessor", and the undersigned, hereinafter "Lessee", agree as follows:

Section 1. Leasehold Premises

Lessor hereby leases to Lessee and Lessee hereby hires and takes of and from Lessor those certain demised premises located in the County of Kern, State of California, consisting of the parcel of land at the Mojave Airport, and more particularly described in Exhibit "A" attached hereto and hereby incorporated by reference. 1.46 Acres

Section 2. Term

This lease shall commence on the date written first above and terminate on April 30, 2037.

Section 3. Consideration

Lessee shall pay as rent for the demised premises the sum of \$ 1,001.66 per month in advance on the first day of each month during the term of this Lease. If the term of this Lease commences on other than the first day of the month, the first and last rental payments shall be prorated accordingly. 63,597.6 sq. ft. @1½¢ per sq. ft. plus security.

Section 4. Use of Premises

The demised premises and any appurtenances shall be used for aeronautical activities including activities relating to aeronautical activities.

ASSIGNED TO SEAN & NADIA ROBERTS 4/30/93



STAFF MEMORANDUM

TO: Board of Directors

FROM: Tim Reid, CEO

SUBJECT: **Roberts' Investments** - 2.34 Acres
(Hangars 200 & 201) – Assignment to National Test Pilot School, Inc.

MEETING DATE: April 18, 2023

Background:

Roberts' Investments executed a Lease on April 1, 2004, for 2.34 Acres; a Fifty-Five (55) year ground lease and built Hangars 200 and 201. The District has a Right of First Refusal on this lease. Roberts' Investments is requesting the lease be assigned to the National Test Pilot School, Inc., who have been subletting the hangars for years and are an existing tenant in good standing at MASP.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the Assignment and Authorization for CEO to execute the agreement with counsel approval.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (“Assignment”) is made as of April 18, 2023, between Roberts’ Investments (“Assignor”), National Test Pilot School, Inc. (“Assignee”), and Mojave Air and Space Port (“Landlord”).

A. Mojave Air and Space Port, as landlord, and Assignor, as Tenant, executed a lease dated as of August 1, 2004 (“Lease”), a copy of which is attached and incorporated by reference as Exhibit A, pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, that certain property described pursuant to the terms of the Lease.

B. Assignor desires to assign the Lease to Assignee, and Assignee desires to accept the assignment of the Lease from the Assignor, and assume the obligations under the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment

Assignor assigns and transfers to Assignee all right, title, and interest in the Lease, and Assignee accepts from Assignor all right, title, and interest, subject to the terms and conditions set forth in this Assignment and:

Section 2. Assumption of Lease Obligations

Assignee assumes and agrees to be subject to and to perform and fulfill all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Lease, including the making of all payments due to or payable on behalf of Landlord under the Lease as they become due and payable.

Section 3. Assignor’s Covenants

(a) Assignor covenants that the copy of the Lease attached as Exhibit A is a true and accurate copy of the Lease as currently in effect, and that there exists no other agreement affecting Assignor’s tenancy under the Lease.

(b) Assignor covenants that the Lease is in full effect and no default exists under the Lease, nor any acts or events which, with the passage of time or the giving of notice or both, could become defaults.

(c) Assignor agrees that it shall remain fully liable to Landlord under the Lease if Assignee defaults or fails to perform any of the terms and conditions under the Lease.

Section 4. Litigation Costs

If any litigation between Assignor, Assignee, and/or Landlord arises out of this Assignment, or concerning the meaning or interpretation of this Assignment, the losing party shall pay the prevailing party’s costs and expenses of this litigation, including, without limitation, reasonable attorney’s fees.

Section 5. Indemnification

Assignor and Assignee jointly and severally indemnify Landlord from and against any loss, cost, or expense, including attorney’s fees and court costs relating to the failure of Assignor or Assignee to fulfill their obligations under this Assignment and/or the Lease.

Section 6. Successors and Assigns

This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 7. Governing Law

This Assignment shall be governed by and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

Assignor, Roberts’ Investments

By _____
Nadia Roberts, Owner

Assignee, National Test Pilot School, Inc.

By _____
Patrick J. Garman, CEO

CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease, consents to this Assignment of the Lease to Assignee, provided however, that notwithstanding this Assignment and the undersigned’s consent to this Assignment, Assignor shall remain primarily obligated as Tenant under the Lease, and the undersigned does not waive or relinquish any rights under the Lease against Assignor or Assignee.

Landlord, Mojave Air and Space Port

By _____
Tim Reid, CEO

LEASE AND AGREEMENT

As of August 1, 2004, **EAST KERN AIRPORT DISTRICT**, "Lessor," and **ROBERTS' INVESTMENTS** "Lessee," agree as follows:

Section 1. Leasehold Premises

Lessor leases to Lessee and Lessee takes from Lessor 2.34 acres (101930.4 square feet) on Sabovich Street located at the Mojave Airport and more particularly described on Exhibit "A".

Section 2. Term

The term of this lease is fifty-five (55) years commencing August 1, 2004, and terminating fifty-five (55) years thereafter.

Section 3. Consideration

(a) Commencing August 1, 2004, Lessee shall pay rent in the amount of One Thousand, Seven Hundred Twelve Dollars and forty-three cents (\$1,712.43) in advance on the first day of each month. This rental rate includes security.

(b) If the rent is not paid by the 20th day of the month, Lessor shall also be paid a penalty at the rate of 1.5% per month on the unpaid balance.

(c) Rent shall be increased on each anniversary by an amount equivalent to changes in the consumer price index for Los Angeles / Long Beach / Orange County for the prior year.

Section 4. Use of Premises

The premises shall be used as an aircraft hangar. For so long as the premises are surplus to aeronautic needs, the premises may be used for purposes related to a wind energy company.

Section 5. Nuisance or Unlawful Uses

Lessee shall not commit waste, including environmental contamination, nuisance or unlawful activity on the premises nor shall Lessee permit others to commit waste, nuisance or unlawful activity on the premises.

Section 6. Holdover

If Lessee holds over beyond the term with the consent of Lessor, such tenancy shall be from month to month subject to the terms and conditions of this Lease. Holdover shall not be renewal of this Lease and the Base Rent shall be at the price prevailing at the time of holdover.



STAFF MEMORANDUM

TO: Board of Directors

FROM: Floyd VanWey, Director of Facilities

SUBJECT: Construction Administration, Runway 12-30 Rehab Project

MEETING DATE: April 18, 2023

Our engineering services firm, Mead & Hunt, have submitted their time and materials estimate for the construction administration of the runway 12-30 rehabilitation project. Their estimate is \$940,753.70. Mead & Hunt is our designated engineering services firm for FAA projects and an Independent Fee Estimate was performed on their scope.

This fee will largely be paid by the supplemental and entitlement FAA grants for this project and the District will pay up to 10% of this fee.

Impacts:

Fiscal: Up to \$94,075.37 budgeted dollars
Environmental: CAT EX approved by the FAA
Legal: None

Recommended Action:

Staff recommends awarding the 12-30 Construction Administration scope to Mead & Hunt.

MOJAVE AIR AND SPACE PORT

Runway 12-30 Rehabilitation, Phase 1: Pavement Improvements

Construction Administration Scope of Services

AIP Nos. 3-06-0154-036 & 37-2022

March 2023 Version 2

PROJECT DESCRIPTION

This Scope of Services details the Construction Administration (CA) services to be provided by Mead & Hunt, Inc. (Consultant) for the Rehabilitation of Runway 12-30 (Project) at the Mojave Air and Space Port (Airport) for the Mojave Air and Space Port District (Sponsor).

Background

The Project was previously designed by Consultant. The Sponsor competitively bid the Project with bids opening on February 15, 2022. Granite Construction (Contractor) was the low bidder with an anticipated construction contract value of \$9,582,202.50, based on the funding provided by the Federal Aviation Administration (FAA). It is anticipated that the Sponsor will issue the Notice to Proceed (NTP) for this scope of work in the month of February 2023.

The FAA funds will be distributed as two grants: 1) Entitlements/Discretionary and 2) Supplemental. As a result, the hours billed and construction efforts will be separated per grant. Consultant's fees will be presented on one invoice monthly; however, they will be itemized per grant. For the Contractor, two invoices (one per grant) will be prepared by the Consultant every two weeks throughout Project construction.

Project Elements

A Base Bid and twelve Bid Alternates (Alts) were advertised for this Project. Of the thirteen Bid Schedules, six were categorized as Non-AIP (Airport Improvement Program) elements of work and were not awarded in the contract. The seven remaining bid schedules are considered AIP elements of work and qualify for FAA funding; however, not all phases were included in the construction work to commence this season. The contract is anticipated to be awarded as follows:

Of the seven eligible AIP elements of work, five were awarded grant funding. As a result, the Project construction was split into five (5) phases corresponding to the elements of work. The phases are as follows:

- Phase 1 includes work from the edge of Taxiway C to the base bid limits;
- Phase 2 Bid Alt 1 includes work between the Runway 4-22 Object Free Area (ROFA) and the Runway 8-26 ROFA, work inside the Runway 8-26 ROFA, and work within the Runway 4-22 ROFA;
- Phase 3 Bid Alt 2 **will not be included as part of this construction for this Project;**
- Phase 4 Bid Alt 3 **will not be included as part of this construction for this Project;**
- Phase 5 consists of work within the Bid Alt 4 limits. This area includes Runway 30 and blast pad south of Taxiway J.
- Phase 6 consists of work within the Bid Alt 5 limits. This includes the Runway 12 pavement area and blast pad north of Taxiway F.
- Phase 7 consists of final pavement marking over the entire work area, twenty-eight (28) days after Phases 1, 2, 5, and 6 are complete.

This Scope includes CA services to be rendered by Consultant for the Airport after the award of the construction contract. As part of these CA services, this Scope assumes a total of ten (10) onsite days during mobilization and forty (40) calendar days of construction observation for the Base Bid and the Bid Alts included as part of this construction Project.

Project Duration

The Project has been divided into two Elements: 1) Mobilization and 2) Construction. MASP will issue separate NTPs to the Contractor for the Mobilization Element and the Construction Element. The NTP for the Construction Element will not be issued until the Mobilization Element is complete and the Contractor-provided Safety Plan Compliance Document (SPCD) is approved by the Airport. The anticipated Project duration is shown in the following table:

Project Element	Duration
Element 1: Mobilization	30 Calendar Days (8 hours per day)
*Element 2: Pavement Construction	34 Calendar Days (24 hours per day)
**Element 2a: Pavement Marking (Second Coat)	6 Calendar Days (12 hours per day)
Total	70 Calendar Days

*Construction Element 2 will be broken into six (6) independent work areas.

** Construction Element 2a consists of the final application of pavement markings; 30 calendar days minimum cure time will be required between the construction of new pavement and the application of the final coat of markings. During this period, the Contractor will not be allowed to perform work that would disrupt airport operations.

Project Team

The Consultant will assign a Project Manager (PM) to this Project to monitor continuity through the phases of work, as described in this scope. The PM will be responsible for the overall administration and review of construction progress, as well as coordination of the Consultant's team and subconsultant staff. Specific Project management tasks are detailed within each phase of work as described in this Scope of Services.

The Consultant will also assign a Resident Project Representative (RPR) to oversee the day-to-day construction activities. The RPR will be on the jobsite with the Contractor and will document work performed and monitor conformance with the Project Plans and Specifications. The RPR will also coordinate quality acceptance (QA) material testing. RPR responsibilities are detailed in Phase 3 of this scope of work.

In addition to the assigned PM and RPR, the Consultant will include a Project Engineer, Senior Project Engineer, and Senior Associate to attend significant Project meetings, and provide general communication to the Sponsor.

The Consultant team will also consist of civil engineers, designers, geotechnical engineers, material testing technicians, and administrative staff, as needed, to perform the tasks in this scope of work.

The Consultant will subcontract with Twining, Inc. to perform QA material testing and construction observation for the Project.

SCOPE OF SERVICES

The Consultant's scope of work for the Project will be phased as follows (and so referenced):

- Phase 1 Pre-Construction Services
- Phase 2 Construction Administration
- Phase 3 Construction Observation
- Phase 4 Material Testing
- Phase 5 Post-Construction Services

PHASE 1 PRE-CONSTRUCTION SERVICES (TIME AND EXPENSE)

1.1 PHASE 1 PROJECT MANAGEMENT AND COORDINATION

Project management is a set of interrelated actions and processes performed by the Consultant to identify, assemble, and employ appropriate resources to accomplish the Scope of Services.

Project management tasks during Phase 1 will consist of the following:

1.1.1 Project Setup

The PM and administrative staff will setup the internal Project database for finance tracking, and internal Project directory for saving CA files.

1.1.2 Prepare Schedule

The PM will prepare a coordination schedule upon receiving the Notice to Proceed (NTP) from MASP. This schedule will only show major milestones to facilitate overall coordination of the Project.

1.1.3 Prepare Project Management Plan (PMP)

The PM will prepare a PMP that will address the following Project elements: Vision and Objectives, Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Plan, and Change Management Plan. The PM will use the PMP as a tracking tool for the various elements throughout the Project.

1.1.4 Coordinate Consultant Team

The assigned PM will be responsible for the overall administration, supervision, resources, and review of construction progress, both in the office and out in the field, of all Project staff, including the Resident Project Representative (RPR), who is responsible for the Project's day-to-day field observation activities, and Consultant's subconsultant team. The PM will coordinate with the RPR to plan for construction activities and identify additional team members if needed to support the RPR.

1.1.5 Coordinate Subconsultant

The PM will prepare subcontract / work order for the subconsultant(s) upon receiving the NTP from the Sponsor. Once subcontract / work order is executed, the PM will coordinate subconsultant work efforts.

1.1.6 Prepare Invoices

The PM will maintain a Project budget table to track costs on a monthly basis. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the Airport. The invoices will be submitted in accordance with the Airport's standard invoice requirements. The invoices will include detailed cost breakdowns referencing the items in this scope of work and

indicate the percent complete for each item. The invoices will be aligned with the allotted grants for the Project. The PM will also review subconsultant invoices and incorporate them into the Consultant invoice. It is anticipated that up to four (4) invoices will be prepared by the Consultant during construction, which is anticipated to be a 4-month period. Each invoice will have the cost breakdown for each of the two grants and will be prepared during Phase 1.

1.2 PHASE 1 PROJECT MEETINGS AND COMMUNICATION

The Consultant will participate in various meetings and calls during Phase 1. Meetings and communication items will be as follows:

1.2.1 Pre-Construction Conference

The Consultant will arrange for and conduct the pre-construction conference. The purpose of this conference is to review FAA and Project-specific requirements prior to commencing construction. The conference is anticipated to be conducted at the Airport and will be attended by the Consultant, Twining, MASP, representatives of FAA Airports District Office (if possible), Contractor, subcontractors, and Airport tenants (as invited by the Sponsor) affected by construction. The conference will include the following sub-tasks:

- a. The Consultant will schedule the conference and prepare an agenda to support the meeting, as well as presentation boards to illustrate the Project work areas.
- b. The Consultant will obtain and review the Project construction schedules from the Contractor prior to presentation at the pre-construction conference. The Sponsor will be provided with copies of the construction schedules.
- c. The Consultant will preside at the pre-construction conference, prepare meeting minutes, and distribute the final meeting minutes to attendees. Up to two (2) members from Consultant team will attend (anticipated to consist of PM and RPR) in person. Up to four (4) members from Consultant team will attend via teleconference. A representative from Twining will also attend.

1.2.2 Quality Control (QC) / Quality Assurance (QA) Workshop

The Contractor will coordinate and facilitate a QC/QA workshop in accordance with Project Specification Item C-100; the Consultant will attend this workshop. The QC/QA workshop will occur during the pre-construction conference. A separate meeting agenda and minutes will be prepared by the Consultant for the QC/QA workshop. The meeting will be attended by the Consultant, Contractor, Sponsor, representatives of FAA Airports District Office (if possible), subcontractors, and the Contractor's QC testing firm. Up to two (2) members from the Consultant team will attend (anticipated to consist of PM and RPR). Up to four (4) members from Consultant team will attend via teleconference. A representative from Twining will also attend.

1.2.3 General Communication with Sponsor and Contractor

The Consultant will communicate with the Sponsor and Contractor throughout Phase 1, as needed, via phone calls or email in addition to the meetings listed herein.

1.3 PREPARE PROJECT DOCUMENTATION

The Consultant will review / prepare the following Project documentation:

- a. The Consultant will review the construction contract, checking that the Contractor has met the Disadvantaged Business Enterprise (DBE) goal or made a good-faith effort towards meeting that goal, and that the Contractor has provided proof of insurance and the required bonds.
- b. The Consultant will assist the Sponsor in preparing NTP letters for both the Mobilization and Construction elements.
- c. The Consultant will setup templates for Project documentation on Consultant standard forms or Sponsor-provided forms, as applicable. Documentation will include submittal review forms, weekly FAA reports, weekly charged working day reports, RFIs, RFCPs, field directives, contract change orders, non-compliance notices, and applications for payment.
- d. The Consultant will provide the Contractor with CAD files if requested (upon receipt of Consultant-provided disclaimer form signed by Contractor).

1.4 REVIEW MATERIAL SUBMITTALS FOR COMPLIANCE

The Consultant will review Contractor-submitted material cut sheets, mix designs, shop drawings, and certificates for compliance with Plans and Specifications. The Contractor will be responsible for submitting a detailed construction schedule with work activities, which will be reviewed by the Consultant. It is expected that up to fifteen (15) submittals will be provided by the Contractor for review. The scope assumes each submittal will require up to one (1) resubmittal due to incomplete or incorrect information by the Contractor. If more than one (1) resubmittal is required due to incomplete or incorrect information by the Contractor, the cost for the Consultant to review the resubmittal will be the responsibility of the Contractor. The Consultant will also maintain a submittal checklist, and track dates of submission and review.

1.5 PREPARE CONSTRUCTION MANAGEMENT PLAN (CMP)

The Consultant will obtain the Contractor's QC Plan and will subsequently prepare the CMP. The CMP combines data from the QC Plan with information of Project responsibilities from the Sponsor and Consultant. The CMP will outline the submittal requirements and materials testing requirements, as set forth in the construction documents and contained in FAA Advisory Circular (AC) 150/5370-10H, *Standard Specifications for Construction of Airports*. The CMP will summarize the types and frequency of testing required for quality acceptance, in addition to the credentials of those performing the testing. A preliminary copy of the CMP will be submitted to the Sponsor and FAA for approval. After Sponsor and FAA review, the CMP will be revised if needed, and issued to the Contractor for use during the Project.

1.6 REVISE CONFORMED PLANS AND PREPARE ISSUED FOR CONSTRUCTION PLANS

As part of the Design Scope, Consultant prepared a "Conformed Set" of Drawings that were used as the Basis of the Construction Contract. These "Conformed" Documents will be updated to an "Issued For Construction" set to remove construction information related to the unawarded Bid Alternates. This includes removal of fog seal from all Project elements, resolving impacts to existing pavement markings, and updating Project construction limits.

PHASE 1 DELIVERABLES

- 1) Pre-Construction Conference Meeting Minutes – Electronic files to Sponsor and attendees
- 2) QC/QA Workshop Meeting Minutes – Electronic files to Sponsor and attendees
- 3) Review of Contractor Submittals – Electronic files to Sponsor and Contractor
- 4) CMP – Electronic files to Sponsor, FAA, and Contractor

PHASE 2 CONSTRUCTION ADMINISTRATION (TIME AND EXPENSE)

2.1 PHASE 2 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 2 will consist of the following:

2.1.1 Update Schedule

The Contractor schedule created during Phase 1 will be updated by the Contractor weekly throughout construction, based on actual milestones completed. The Consultant will review the schedule prior to each weekly construction meeting and discuss important details pertaining to its progress.

2.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 2.

2.1.3 Coordinate Consultant Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also communicate with the RPR on a regular basis to monitor progress in the field. As part of this effort, the PM will create and maintain a detailed construction checklist for the RPR to keep track of action items, quantities, production rates, and Contractor compliance with Plans and Specifications. The PM will also review daily reports prepared by the RPR.

2.1.4 Coordinate Subconsultant

The PM will coordinate with Twining, Inc. to schedule site visits and testing. The PM will also review testing data.

2.1.5 Prepare Invoices

The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that up to four (4) invoices (one (1) per grant, two grants total), will be prepared during Phase 2 and accounts for a 4-month construction period. Consultant will also review Owner-prepared SF-271 Outlay Report and Request for Reimbursement for each grant drawdown while the grants remain active until completion.

2.2 PHASE 2 PROJECT MEETINGS AND COMMUNICATION

The Consultant will participate in various meetings and calls during Phase 2. Meetings and communication items will be as follows:

2.2.1 Twice Weekly Construction Progress Meetings

The Consultant will conduct twice weekly meetings with the Sponsor and Contractor to discuss safety, schedule, work progress, action items, documentation, and other items, as needed, to keep construction on track. Subcontractors, testing firms, and FAA representatives may also attend some of the meetings, if appropriate. Up to fourteen (14) meetings are anticipated during Phase 2. The meetings are anticipated to be held in-

person at a location near the job site. The RPR will attend each meeting in-person (as stated in Phase 3). The PM will also attend each meeting, half in-person and half virtually, as appropriate, for the work being performed that week. Additionally, the Administrative Assistant (AA) will attend each meeting. The AA will be responsible for preparing an agenda and minutes to support each meeting.

2.2.2 Site Visits During Construction

The Consultant may conduct periodic site visits to review Project progress and monitor construction activities through substantial completion of the Construction Element. Up to ten (10) site visits are anticipated during Phase 2. Up to two (2) members from the Consultant team will attend each site visit (anticipated to consist of PM and Engineer III).

2.2.3 General Communication with Sponsor and Contractor

The Consultant - Project Engineer, PM, or RPR - will communicate with the Sponsor and Contractor throughout Phase 2, as needed, via phone calls or email in addition to the meetings listed herein.

2.3 WEEKLY WORKING-DAY REPORTS

The Consultant will prepare weekly working-day reports tracking contract time, and submit to the Contractor for review. The reports will include days charged and documented weather, as well as identification of days not charged due to inclement weather or other justified delays. Up to seven (7) weekly working-day reports are anticipated for the Project.

2.4 WEEKLY FAA PROGRESS REPORTS

The Consultant will prepare weekly FAA reports documenting the progress of the Project. The reports will be based on FAA form 5370-1, *Construction Progress and Inspection Report*, and include days charged, weather summary, percent completion, work in progress for current week and following week, summary of material testing, and problem areas, if applicable. The Consultant will also attach photographs documenting work completed. The Consultant will sign each report and send to FAA. It is anticipated that up to twelve (12) weekly FAA progress reports will be prepared (based on a 6-week construction duration; one weekly report per grant (two grants total).

2.5 REQUESTS FOR INFORMATION (RFIs)

The Consultant will prepare written responses to Contractor RFIs to clarify design intent. Depending on the RFI, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional Consultant staff, Sponsor, or FAA. Up to twenty-five (25) RFIs are anticipated for the Project.

2.6 GENERAL FIELD COORDINATION AND NOTAM ISSUANCES

In addition to formal RFIs, the PM and RPR will respond to various questions and concerns that arise in the field. Depending on the issue, the response may require review of documentation not included in the Contract Documents, as well as coordination with and review by additional Consultant staff, Sponsor, or FAA. Consultant will provide exhibits to support the NOTAM issuances for the Phase work area closures.

2.7 REQUESTS FOR COST PROPOSALS (RFCPs)

The Consultant will prepare RFCPs if additional work is anticipated or desired, either due to unforeseen site conditions, Sponsor request for additional work, or other reasons, as applicable. The RFCP(s) will include a description of change, quantity estimates, and exhibits, as needed, to illustrate the change. The Consultant will send the RFCP to the Contractor to provide a cost proposal. The Consultant and the Sponsor will then review the cost proposal to determine if it is reasonable and follow up with negotiations. The Consultant will communicate the proposed change and cost to the FAA for their concurrence prior to authorizing the work. Depending on the determination, the Consultant will prepare a field directive or change order, as described below. Up to six (6) RFCPs are anticipated for this Project.

2.8 FIELD DIRECTIVES

The PM will prepare field directives to formalize direction that is not otherwise stated in the Project Plans or Specifications or stated in a response to an RFI. Following the RFCP process (as stated in 2.7 above), the Consultant will prepare a field directive authorizing the Contractor to proceed with work as described. The field directive will include a description of changes, quantity estimates, and the related RFCP, as applicable. If the field directive results in a change of quantities or cost, it will be followed with a change order as described below. Up to five (5) field directives are anticipated for the Project.

2.9 CONTRACT CHANGE ORDERS (CCOs)

Following the RFCP and field directive processes, the Consultant will prepare CCOs to formalize the change to the Contract cost. The CCO will consist of a Consultant-prepared form that follows the guidance of FAA Standard Operating Procedure (SOP) 7.00, *Airport Improvement Program Construction Project Change Orders*. The form will include a table of the bid items that changed in quantity, or new bid items that were created to capture the CCO cost. The form will also include additional pages containing the FAA-required justification items in accordance with SOP 7.00. At the completion of the Project, a final balancing CCO will be submitted to the FAA prior to closing out the Project. Documentation to support the CCO will be attached to the form, including RFCPs, field directives, Contractor time-and-expense reports, emails, and exhibits. CCOs will be submitted to the Sponsor and Contractor for review and signature and then be submitted to the FAA by the Consultant or the Sponsor. CCOs that require new design elements are not included in this scope of services. Up to three (3) CCOs are anticipated for the Project.

2.10 REVIEW OF QC/QA TEST RESULTS

The Consultant will review test results provided by the Contractor and Twining to determine conformance with the Project Plans and Specifications. If test results are failing, the Consultant will coordinate with the Sponsor and Contractor to establish corrective actions. Depending on the nature of the testing, the Consultant may need to coordinate with the FAA to determine appropriate actions.

2.11 CERTIFIED PAYROLL AND DAVIS BACON REQUIREMENTS

The Federal Contract Provisions require that payroll and basic records relating to the Project be maintained and comply with the Davis-Bacon Act Requirements (2 CFR § 200, Appendix II(D), 29 CFR Part 5). Such records shall contain the name, address, and social security number of each such worker; his or her correct classification and group number; hourly rates of wages paid

(including rates of fringe benefits or cash equivalents); daily and weekly number of hours worked; deductions made; and actual wages paid.

The Contractor is responsible for the submission of copies of payrolls for all employees as well as all subcontractors. For construction work performed in the state of California, all payroll reports must be submitted weekly to the State of California Department (DIR) of Industrial Relations and an electronic receipt maintained (eCPR) as proof of submittal. (The Sponsor will supply the DIR number.) Contractor will submit copies of the submitted documents to the Consultant and maintain originals for a minimum of 3 years. Documents to be provided include:

- a. Fringe Benefits Statement(s) (signed)
- b. Certified Payroll Wage Hour Reports
- c. Statements of Compliance (signed)
- d. Non-performance week(s) documentation
- e. California DIR eCPRs

The Consultant will review Contractor-submitted payroll reports and monitor Contractor's compliance with paying employees the minimum pay rate for each specific job classification and group number, as per the Davis-Bacon Act requirements, and meeting those of California's DIR. Up to twelve (12) weeks of payroll reports are anticipated.

Consultant will review up to two submittals of each Contractor's certified weekly payroll. If more than two reviews are required, due to lack of information or incorrect information, the Contractor shall be responsible for additional costs incurred. (Certified payroll must be submitted, reviewed, and accepted prior to payment to Contractor each month.)

2.12 TWICE MONTHLY APPLICATIONS FOR PAYMENT

The Consultant will track quantities on a weekly basis, based on RPR daily reports, and share with the Contractor for concurrence. At the beginning of each month, the Consultant will review progress billings submitted by the Contractor, prepare applications for payment using Consultant standard forms, and submit to the Sponsor for processing. The Consultant will maintain a tracking spreadsheet with the bid items, showing work complete for previous periods, current period, and total to date. This spreadsheet will be attached to the application for payment each month. An explanation of variation between the contract and pay quantities (if any) will be provided. Up to four (4) per month (two per grant) (sixteen (16) total) applications for payment are anticipated for the Project.

2.13 SUBSTANTIAL COMPLETION WALK-THROUGH AND DOCUMENTATION

2.13.1 Substantial Completion Walk-Through

The Consultant will schedule and conduct a walk-through with the Sponsor and the Contractor to determine whether the Project has reached substantial completion and verify that the work is in accordance with the Plans and Specifications. The Consultant will document items found to be deficient and will provide the Contractor with a list of those items. The walk-through will be scheduled to occur near the end of construction when the Contractor is still on-site and can easily mobilize to complete punch list items. The PM and the RPR will attend the walk-through (RPR attendance is described in Phase 3). It is assumed a follow-up walk-through will not be needed after punch list items are complete as the RPR will monitor the resolution of items. The RPR and Sponsor will

observe the completed Project during final marking application, and the Sponsor will continue to monitor punch list items, if needed, after final marking application.

2.13.2 Punch List and Substantial Completion Letter

The Consultant will prepare and maintain a punch list to include the deficient items discovered prior to, during, and after the substantial completion walk-through. The PM will coordinate with the RPR to identify punch list items in advance of the walk-through and will continue to add and update items as they are identified and completed. The Consultant will send each punch list update to the Sponsor and Contractor. Upon completion of the walk-through, the Consultant will prepare a substantial completion letter summarizing the findings of the walk-through and outstanding items remaining for Project closeout; the letter will include the current version of the punch list items. The Consultant will submit this letter to the Sponsor and Contractor.

PHASE 2 DELIVERABLES

- 1) Weekly Construction Progress Meeting Minutes – Electronic files to attendees
- 2) Weekly Working-Day Reports – Electronic files to the Sponsor and Contractor
- 3) Weekly FAA Progress Reports – Electronic files to the Sponsor and FAA
- 4) RFI Responses – Electronic files to the Sponsor and Contractor
- 5) RFCPs – Electronic files to the Sponsor and Contractor
- 6) Field Directives – Electronic files to the Sponsor and Contractor
- 7) CCOs – Electronic files to the Sponsor, Contractor, and FAA
- 8) Monthly Applications for Payment – Electronic files to the Sponsor
- 9) Punch List and Substantial Completion Letter – Electronic files to Sponsor and Contractor

PHASE 3 CONSTRUCTION OBSERVATION (Time-and-Expense)

3.1 DAILY CONSTRUCTION OBSERVATION (MEAD & HUNT)

This task will include construction observation, coordination of material testing during construction, and on-site CA for the duration of the Project. A full-time (Monday through Friday, 8:00 AM to 5:00 PM) RPR will be assigned to this Project. The RPR will have experience with civil improvement projects as required for the Project. The RPR will work with the PM to oversee the construction progress throughout the Project. The duration for the Construction Element is anticipated to be 40 contractual calendar days (split into five (5) phases as stated in the Project description). The budget for construction observation has been developed based upon the Contractor working seven (7) days per week, 24-hours per day. RPR is allotted two (2) additional hours in excess of Contractor construction hours to cover swing at shift change and set-up/clean-up.

It is anticipated that the RPR will need support during key-work activities (such as paving operations). The PM will designate Twining staff as Construction Observer (CO) to support the RPR in the field. Attachment 2 presents the construction hours anticipated for CO assistance.

The RPR and supporting CO will perform construction observation services including (as applicable) the following:

- a. Prepare daily reports to record the construction history of the Project. The reports will be made available to the Sponsor upon request for review during inspections or visits. The daily reports

- will include the following information: weather conditions, number of Contractor / subcontractor personnel and major equipment onsite, general location of work, description of work items, estimated quantities, safety items, materials delivered, delays / issues (if applicable), QC/QA tests performed, failed tests (if any) and action taken, instructions to Contractors, record of visitors to Project and verbal or written instructions given, record of telephone conversations and any verbal instructions received or authorizations granted, engineering field force activity and hours worked, and detailed log of work completed throughout the day.
- b. Review and check layout and surveys conducted by the Contractor in accordance with the Plans and Specifications.
 - c. Check construction activities for compliance with Plans and Specifications.
 - d. Respond to Contractor questions that arise in the field and communicate with PM to coordinate direction.
 - e. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
 - f. Evaluate the Contractor's suggestions on modifications to Plans or Specifications and report those suggestions to the Sponsor and PM.
 - g. Acquire field measurements.
 - h. Monitor the Contractor's compliance with the CSPP and immediately bring any non-compliance issues to the attention of the Contractor and the Sponsor.
 - i. Monitor Contractor's compliance with the Contractor's QC Program.
 - j. Assist PM in coordinating Twining to perform QA testing as stated in Phase 4. Communicate with Contractor to facilitate the scheduling of QC testing.
 - k. Attend weekly construction progress meetings as stated in Phase 2.
 - l. Provide field information for office staff to prepare weekly FAA progress reports as stated in Phase 2.
 - m. Conduct labor interviews to monitor Contractor's compliance with paying employees, in accordance with the Davis-Bacon Act requirements, and provide to office staff for certified payroll review as stated in Phase 2.
 - n. Provide field information for office staff to prepare RFCPs, field directives, and CCOs as stated in Phase 2.
 - o. Assist in preparing applications for payment as described in Phase 2. Throughout construction, the RPR and CO will check quantities as work is performed and communicate with the Contractor to establish quantities that will be included in monthly progress billings.
 - p. Work with Contractor to markup construction Plans with field changes, if applicable, and provide to office staff to prepare Record Drawings as described in Phase 5.
 - q. Receive from Contractor and review the required maintenance and operating instructions, schedules, guarantees, bonds, inspection certificates, tests, approvals, and other relevant documents.
 - r. Identify punch list items in advance of the substantial completion walk-through to support preparation of punch list as stated in Phase 2.
 - s. Attend the substantial completion walk-through as stated in Phase 2.

PHASE 4 MATERIAL TESTING AND CONSTRUCTION OBSERVATION (Time-and- Expense)

4.1 MATERIAL TESTING (TWINING)

The material testing services will be performed by subconsultant, Twining, in conformance with the Project Specifications. The Consultant will be responsible for coordinating and scheduling QA material testing with Twining throughout the construction duration.

Twining will perform necessary acceptance tests in accordance with the cited requirements and standard methods of FAA, ASTM, and AASHTO; record test results on the appropriate forms; prepare a summary and disposition of testing and material inspection; record deviating tests; conduct material inspections and acceptance tests required by the FAA and observe and evaluate such tests made by the Contractor in the field and laboratory in accordance with Plans and Specifications; and monitor Contractor's performance of the required quality control tests and furnish copies of test reports to the Consultant, for Consultant to provide to the Sponsor. Any non-compliance issues shall immediately be reported to the Contractor and Sponsor.

This scope includes the following material testing and CA support by Twining:

- a. Review Contractor-submitted QC Program.
- b. Attend pre-construction conference and QC/QA workshop.
- c. Conduct site visits, provide recommendations, and perform QA testing for the following Items as described in the Project Specifications:
 - P-152 Excavation, Subgrade, and Embankment (assumed 10 lots)
 - P-209 Crushed Aggregate Base Course (assumed 5 lots)
 - P-401 Asphalt Mix Pavement (assumed 32 lots)
- d. Prepare final QA report including the tests performed herein.

4.2 CONSTRUCTION OBSERVATION (TWINING)

The Twining Construction Observer (CO) will work under a 24-hour continuous schedule for the duration of the Project and provide assistance while the RPR is on site during normal working hours. The CO will have experience with pavement rehabilitation projects as required for the Project. The CO will work with the RPR to oversee the construction progress throughout the Project. The duration for the Construction Element is anticipated to be 40 contractual calendar days (split into five (5) phases as shown in the Project description). The budget for construction observation has been developed by the subconsultant, Twining Inc., and is based upon the Contractor working seven (7) days per week, 24-hours per day. Section 3.1 describes in detail a list of services the CO will perform. The Construction Observer will attend twice-weekly construction progress meetings to discuss pertinent issues such as construction progress, schedule review, field observations, operational safety on the Airport, RFIs, change orders, submittals, and Quality Acceptance and Quality Control (QA/QC) testing.

PHASE 4 DELIVERABLES

- 1) Quality Acceptance Reports – Electronic files to Sponsor and Contractor

PHASE 5 POST-CONSTRUCTION SERVICES (Lump Sum)

5.1 PHASE 5 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Phase 5 will consist of the following:

5.1.1 Update Schedule

The schedule created during Phase 1 will be updated to show Project closeout milestones.

5.1.2 Coordinate PMP Updates

The PM will continue to coordinate and monitor PMP during Phase 5.

5.1.3 Coordinate Consultant Team

The PM will assign responsibilities to office staff to complete the documentation efforts described herein. The PM will also coordinate with the RPR for providing field data to complete the documentation efforts described herein.

5.1.4 Coordinate with Subconsultant

The PM will coordinate with Twining to complete final QA report.

5.1.5 Prepare Invoices

The PM will continue to maintain the Project budget table and prepare invoices as defined in Phase 1. It is anticipated that four (4) invoices will be prepared during Phase 5.

5.2 PHASE 5 COMMUNICATION

The Consultant will communicate with the Sponsor and Contractor throughout Phase 5 as needed via phone call or email.

5.3 RECORD DRAWINGS

The RPR and Contractor will coordinate throughout construction to document field constructed conditions and markup the construction Plans as stated in Phase 3. Upon completion of construction, the Consultant will prepare the Record Drawings using AutoCAD Civil 3D 2020, by updating the drawing files created during design. The Drawings will become record information. The Consultant will provide the Sponsor with a set of reproducible Record Drawings in both digital and hardcopy format, as requested.

5.4 FINAL CONSTRUCTION REPORT (FCR)

Upon completion of construction, the Consultant will prepare and assemble the FCR in conformance with FAA standards and requirements. The contents of the report will include the following:

- a. Project Description and Overview
- b. Project Personnel
- c. Contract Award and NTP (Including Bid Tabulation, Contract, and NTP Letters as Appendices)
- d. Project Timeline
- e. Summary of Work Accomplished (Including Table of Work Activities and Weeks Performed, as well as weekly FAA progress reports as Appendix)

- f. Contract Time
- g. Labor Provisions
- h. Sponsor Administrative Costs
- i. Consultant Costs
- j. Force Account (if applicable)
- k. Construction Costs (including Final Application for Payment and CCOs as Appendices)
- l. Summary of DBE Utilization (including Contractor's DBE Utilization Form as Appendix)
- m. Buy American Provisions
- n. Construction Material Testing and Acceptance (including QC and QA Test Results as Appendices)
- o. Contactor's Statement of Completion (including Contractor's Letter of Completion and Warranty as Appendix)
- p. Record of Completion (including Substantial Completion Letter and Sponsor Notice of Completion as Appendices)
- q. FAA-Required Sponsor Certification of Final Construction Acceptance as Appendix. This certification will be signed by the Sponsor.
- r. Recommendations

The Consultant will coordinate with the Contractor, Sponsor, and FAA to complete Project closeout activities and assemble the documents to be included in the FCR. The Consultant will submit a draft version of the FCR for Sponsor review. Upon receipt of Sponsor review / comments, the Consultant will finalize the FCR and submit to the Sponsor and FAA.

5.5 AIRPORT LAYOUT PLAN (ALP) RECORD DRAWING UPDATE – NOT IN CONTRACT (NIC)

The Project does not include any elements that would apply to an ALP Record Drawing update.

5.6 UPDATE AIRFIELD PAVEMENT MANAGEMENT SYSTEM (APMS) – (NIC)

It is anticipated that a complete APMS will be created under a future contract. Therefore, no update to an APMS will be performed under this contract.

5.7 UPDATE AIRFIELD SIGNAGE AND MARKING PLAN

The existing airfield signage and marking plan, recently updated by Consultant, will be updated to reflect revised standardized markings constructed in this Project.

5.8 AGIS AS-BUILT SURVEY – NIC

Due to the nature of Project improvements, a survey will not be performed as part of this Project.

PHASE 5 DELIVERABLES

- 1) Record Drawings – Reproducible hardcopy and electronic files to Sponsor.
- 2) FCR – Electronic file to Sponsor and FAA.
- 3) Signage and Marking Plan Update – Electronic files to Sponsor.

SCHEDULE OF COMPLETION

Phases 1-4

The Consultant will complete the work called for under Phases 1-4 aligned to the construction schedule submitted by the Contractor and approved by the Sponsor. The approximate start date is June 1, 2023, and approximate end date is August 10, 2023.

Phase 5

The Consultant will complete the work called for under Phase 5 within 60 working days of all FAA, Contractor, and Owner close-out requirements being completed.

SERVICES TO BE PROVIDED BY THE SPONSOR

The Sponsor and Consultant agree that the following items will be provided by the Sponsor and, if added to the Consultant's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

- 1) Issuing of Notices to Air Missions (NOTAMs) and announcements regarding the impact of the Project on aviation activities.
- 2) Guarantee access and make provisions for the Consultant to enter the Airport as required for the Consultant to perform his work under this Agreement.
- 3) Timely review of documents and exhibits so as not to delay the work of the Consultant.
- 4) FAA grant reimbursement submission.
- 5) Filing of Notice of Completion to the FAA.

EXCLUDED SERVICES

The Sponsor and Consultant agree that the following items will be provided by the Sponsor or excluded from this scope and, if added to the Consultant's work, will be considered as extra services and a negotiated fee will be established, and an Amendment prepared:

- 1) Contract change orders that require new design elements beyond the scope of the awarded contract.
- 2) Costs related to extensions of construction time beyond the awarded contract timeframes.
- 3) FAA grant reimbursement submission.
- 4) A Safety Management System and/or Project-specific Safety Risk Assessment.
- 5) Contractor escort services.
- 6) Site security services.

COMPENSATION FOR SERVICES

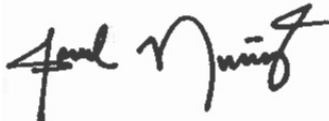
- 1) The **total** amount for Consultant's services described in this Scope of Services is **Nine Hundred Forty Thousand, Seven Hundred Fifty-Three Dollars and Seventy Cents (\$940,753.70)**. This fee includes labor, materials, expenses, and incidentals necessary to complete the work as described herein. See *Attachment 1*. Cost and payment method are broken out as follows:

- a. **Time-and-Expense:** Payment for work outlined in **Phases 1, 2, 3, and 4** of this Scope of Services shall be made on a time-and-expense basis not to exceed **Eight Hundred Eighty-Six Thousand, Six Hundred Twenty-Nine Dollars and Seventy Cents (\$886,629.70)**. Payments will be made monthly based on the hours of work complete, in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2023, included as *Attachment 2*.
 - b. **Lump Sum:** Payment for work outlined in **Phase 5** of this Scope of Services shall be made on a lump sum basis in the amount of **Fifty-Four Thousand One Hundred Twenty-Four Dollars (\$54,124.00)**. Payments will be made monthly based on the percentage of work complete.
- 2) Payment for any additional services requested by the Sponsor will be performed on a time-and-expense basis in conformance with the Mead & Hunt, Inc. Standard Billing Rate Schedule, effective January 1, 2023, included as *Attachment 2*.
 - 3) Additional services outside the traditional CA services, will be provided based on a negotiated lump sum price.

End of Scope of Services

Respectfully submitted by,

MEAD & HUNT, Inc.



Jacob Nuñez, EIT

Engineer III – Aviation Services

Attachments

Attachment 1 – Construction Administration Services Cost Estimate

Attachment 2 – Mead & Hunt, Inc. Standard Billing Rate Schedule (2023)

Mojave Air and Space Port
Project name: Runway 12-30 Rehabilitation - Phase 1: Pavement Improvements
Construction Administration Services Cost Estimate
 Date: 4/13/2023

PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup		Expenses					Total Combined Cost
	Senior Associate	Senior Project Engineer	Project Engineer	Senior Engineer / Project Manager	Construction Resident Project Representative	Engineer III	Engineer II	Engineer I	Technician II	Administrative Assistant	Clerical	Total Mead & Hunt Labor Cost	Subconsultant fee + 15% markup	Total Subconsultant Cost	Mileage (Per Mile)	Rental Car (Per Day)	Lodging, Meals, Incidentals (Per Day per person)	Reproduction and Shipping	
Mead & Hunt, Inc. Standard Billing Rates 2023	\$340	\$272	\$235	\$220	\$179	\$170	\$158	\$142	\$130	\$121	\$95		1		\$0.655	\$100	\$187	1	

PHASE 1 - PRECONSTRUCTION SERVICES (Time and Expense)

1.1	Phase 1 Project Management and Coordination																			
1.1.1	Project Setup		3	9			6				6	\$ 4,359.00	\$ -					\$ -	\$ 4,359.00	
1.1.2	Prepare Schedule			8							4	\$ 2,244.00	\$ -					\$ -	\$ 2,244.00	
1.1.3	Prepare Project Management Plan (PMP)	2		9							4	\$ 3,008.00	\$ -					\$ -	\$ 3,008.00	
1.1.4	Coordinate Consultant Team			12							2	\$ 2,882.00	\$ -					\$ -	\$ 2,882.00	
1.1.5	Coordinate Subconsultant			12							2	\$ 2,830.00	\$ -					\$ -	\$ 2,830.00	
1.1.6	Prepare Invoices - Up to 4 Anticipated	8		16							8	\$ 6,664.00	\$ -					\$ -	\$ 6,664.00	
1.2	Phase 1 Project Meetings and Communication																			
1.2.1	Pre-Construction Conference	2	2	2	8	8	4				4	\$ 6,050.00	\$ -	220				\$ 144.10	\$ 6,194.10	
1.2.2	Quality Control (QC) / Quality Assurance (QA) Workshop	1	1		2	3	2				3	\$ 2,292.00	\$ -					\$ -	\$ 2,292.00	
1.2.3	General Communication with Sponsor and Contractor	2	2		16							\$ 4,744.00	\$ -					\$ -	\$ 4,744.00	
1.3	Prepare Project Documentation	1			4						12	\$ 4,376.00	\$ -					\$ -	\$ 4,376.00	
1.4	Review Material Submittals for Compliance -Up to 15 Anticipated				15	30					8	\$ 9,638.00	\$ -					\$ -	\$ 9,638.00	
1.5	Prepare Construction Management Plan (CMP)		1		8	4	16				8	\$ 6,436.00	\$ -					\$ -	\$ 6,436.00	
1.6	Revise Conformed Plans and Prepare Issued For Construction Plans		1	1	20		80					\$ 18,507.00	\$ -					\$ -	\$ 18,507.00	
	Phase 1 Subtotal	6	17	6	139	45	102	6	12	0	59	\$ 74,030.00	\$ -	\$ -	220	0	0	\$ -	\$ 144.10	\$ 74,174.10

PHASE 2 - CONSTRUCTION ADMINISTRATION (Time and Expense)

2.1	Phase 2 Project Management and Coordination																		
2.1.1	Update Schedule			6							12	\$ 2,772.00	\$ -					\$ -	\$ 2,772.00
2.1.2	Coordinate PMP Updates			6							6	\$ 2,046.00	\$ -					\$ -	\$ 2,046.00
2.1.3	Coordinate Consultant Team			24								\$ 5,280.00	\$ -					\$ -	\$ 5,280.00
2.1.4	Coordinate Subconsultant			12								\$ 2,640.00	\$ -					\$ -	\$ 2,640.00
2.1.5	Prepare Invoices - Up to 4 Anticipated			12							3	\$ 2,925.00	\$ -					\$ -	\$ 2,925.00
2.2	Phase 2 Project Meetings and Communication																		
2.2.1	Twice Weekly Construction Progress Meetings			70		24					28	\$ 24,134.00	\$ -	1540			\$ 768.00	\$ 1,776.70	\$ 25,910.70
2.2.2	Site Visits During Construction -Up to 10 anticipated	8			80		80					\$ 33,920.00	\$ -	2200			\$ 320.00	\$ 1,761.00	\$ 35,681.00
2.2.3	General Communication with Sponsor and Contractor	1	2		8						4	\$ 3,128.00	\$ -					\$ -	\$ 3,128.00
2.3	Weekly Working -Day Reports - Up to 7 Anticipated				14							\$ 2,506.00	\$ -					\$ -	\$ 2,506.00
2.4	Weekly FAA Progress Reports - Up to 14 Anticipated				14						7	\$ 3,927.00	\$ -					\$ -	\$ 3,927.00
2.5	Requests for Information (RFIs) -Up to 25 Anticipated				25					25	12	\$ 10,502.00	\$ -					\$ -	\$ 10,502.00
2.6	General Field Coordination and NOTAM Issuances			8	24		24				10	\$ 11,058.00	\$ -					\$ -	\$ 11,058.00
2.7	Requests for Cost Proposals (RFCPs) -Up to 6 Anticipated				24					24	12	\$ 10,710.00	\$ -					\$ -	\$ 10,710.00
2.8	Field Directives - Up to 5 Anticipated				20	20					5	\$ 8,585.00	\$ -					\$ -	\$ 8,585.00
2.9	Contract Change Orders (CCOs) -Up to 2 Anticipated	1			6					2	2	\$ 2,308.00	\$ -					\$ -	\$ 2,308.00
2.10	Review of QC/QA Test Results		6		24	40						\$ 13,850.00	\$ -					\$ -	\$ 13,850.00
2.11	Certified Payroll and Davis Bacon Requirements -Up to 12 Weeks										144	\$ 17,424.00	\$ -					\$ -	\$ 17,424.00
2.12	Monthly Applications for Payment -Up to 16 Anticipated				32	64					32	\$ 22,368.00	\$ -					\$ -	\$ 22,368.00
2.13	Substantial Completion Walk-Through and Documentation																		

Mojave Air and Space Port																				
Project name: Runway 12-30 Rehabilitation - Phase 1: Pavement Improvements																				
Construction Administration Services Cost Estimate																				
Date: 4/13/2023																				
PHASES and TASKS	Mead & Hunt (labor hours and rates)											Subconsultant fee + 15% markup		Expenses					Total Combined Cost	
	Senior Associate	Senior Project Engineer	Project Engineer	Senior Engineer / Project Manager	Construction Resident Project Representative	Engineer III	Engineer II	Engineer I	Technician II	Administrative Assistant	Clerical	Total Mead & Hunt Labor Cost	Subconsultant fee + 15% markup	Total Subconsultant Cost	Mileage (Per Mile)	Rental Car (Per Day)	Lodging, Meals, Incidentals (Per Day per person)	Reproduction and Shipping		Total Expenses Cost
Mead & Hunt, Inc. Standard Billing Rates 2023	\$340	\$272	\$235	\$220	\$179	\$170	\$158	\$142	\$130	\$121	\$95									
2.13.1 Substantial Completion Walk-Through				8	8							\$ 3,192.00		\$ -					\$ -	\$ 3,192.00
2.13.2 Punch List and Substantial Completion Letter				1	1				1	2		\$ 783.00		\$ -					\$ -	\$ 783.00
Phase 2 Subtotal	9	3	76	310	195	80	24	52	0	276	11	\$ 184,058.00	\$ -	\$ -	3740	0	0	\$ 1,088.00	\$ 3,537.70	\$ 187,595.70
PHASE 3 - CONSTRUCTION OBSERVATION (Time and Expense)																				
3.1 Daily Construction Observation (Mead & Hunt)					420			30				\$ 79,440.00		\$ -		86.5	86.5	\$ 500.00	\$ 25,325.50	\$ 104,765.50
Phase 3 Subtotal	0	0	0	0	420	0	0	30	0	0	0	\$ 79,440.00	\$ -	\$ -	0	86.5	86.5	\$ 500.00	\$ 25,325.50	\$ 104,765.50
PHASE 4 - MATERIAL TESTING AND CONSTRUCTION OBSERVATION (Time and Expense)																				
4.1 Material Testing (Twining)												\$ -	\$ 81,109.50	\$ 81,109.50					\$ -	\$ 81,109.50
4.2 Construction Observation (Twining)													\$ 438,984.90	\$ 438,984.90						\$ 438,984.90
Phase 4 Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ 520,094.40	\$ 520,094.40	0	0	0	\$ -	\$ -	\$ 520,094.40
PHASE 5 - POST-CONSTRUCTION SERVICES (Lump Sum)																				
5.1 Phase 5 Project Management and Coordination																				
5.1.1 Update Schedule				2						4		\$ 924.00		\$ -					\$ -	\$ 924.00
5.1.2 Coordinate PMP Updates				2						4		\$ 924.00		\$ -					\$ -	\$ 924.00
5.1.3 Coordinate Consultant Team		2		4								\$ 1,424.00		\$ -					\$ -	\$ 1,424.00
5.1.4 Coordinate Subconsultant				2								\$ 440.00		\$ -					\$ -	\$ 440.00
5.1.5 Prepare Invoices -Up to 4 Anticipated		4		8						4		\$ 3,332.00		\$ -					\$ -	\$ 3,332.00
5.2 Phase 5 Communication				8	8							\$ 3,192.00		\$ -					\$ -	\$ 3,192.00
5.3 Record Drawings		4	4	20		40		40		8		\$ 19,876.00		\$ -					\$ -	\$ 19,876.00
5.4 Final Construction Report (FCR)	1	4		16	40	24		8		40		\$ 22,164.00		\$ -					\$ -	\$ 22,164.00
5.5 Airport Layout Plan (ALP) Record Drawing Update- NIC												\$ -		\$ -					\$ -	\$ -
5.6 Update Airfield Pavement Management System (APMS) - NIC												\$ -		\$ -					\$ -	\$ -
5.7 Update Airfield Signage and Marking Plan		1		2				8				\$ 1,848.00		\$ -					\$ -	\$ 1,848.00
5.8 AGIS As-Built Survey- NIC												\$ -		\$ -					\$ -	\$ -
Phase 5 Subtotal	1	15	4	64	48	64	0	56	0	60	0	\$ 54,124.00	\$ -	\$ -	0	0	0	\$ -	\$ -	\$ 54,124.00
Lump Sum Total												\$ 54,124.00		\$ 520,094.40					\$ 29,007.30	\$ 886,629.70
Time and Expense Total												\$ 337,528.00		\$ 520,094.40					\$ 29,007.30	\$ 886,629.70
TOTAL PROJECT BUDGET												\$ 391,652.00		\$ 520,094.40					\$ 29,007.30	\$ 940,753.70

MEAD & HUNT, Inc.
Standard Billing Rate Schedule
Effective January 2023

Standard Billing Rates

- Clerical \$95.00 / hour
- Technical Editor \$129.00 / hour
- Accounting, Administrative Assistant \$121.00 / hour
- Technician I, Technical Writer \$112.00 / hour
- Technician II, Surveyor - Instrument Person \$130.00 / hour
- Technician III \$151.00 / hour
- Technician IV \$159.00 / hour
- Senior Technician \$200.00 / hour
- Engineer I, Scientist I, Architect I, Planner I \$142.00 / hour
- Engineer II, Scientist II, Architect II, Planner II..... \$158.00 / hour
- Engineer III, Scientist III, Architect III, Planner III \$170.00 / hour
- Construction Resident Project Representative (RPR) \$179.00 / hour
- Senior Engineer, Senior Scientist, Senior Architect, Senior Planner,
Construction Management \$220.00 / hour
- Project Engineer, Project Scientist, Project Architect, Project Planner \$235.00 / hour
- Senior Project Engineer, Senior Project Scientist, Senior Project Architect,
Senior Project Planner \$272.00 / hour
- Senior Associate, Principal, Senior Client / Project Manager \$340.00 / hour

Expenses

- Geographic Information or GPS Systems \$100.00 / day
- Total Station Survey Equipment \$110.00 / day
Charges for other equipment may appear in a proposal
- Out-Of-Pocket Direct Job Expenses..... cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.

Travel Expense

- Company or Personal Car Mileage..... \$ IRS rate / mile*
** Rates will be charged at Current IRS rate*
- Air and Surface Transportation..... cost plus 15%
- Lodging and Sustenance cost plus 15%

Billing and Payment

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

**Mojave Air & Space Port
Treasurer's Report
For the month ended February 28, 2023**

	County			Total
	General	Treasury	LAIF	
Beginning Balance	<u>\$ 3,287,789.33</u>	<u>\$ 2,298,903.41</u>	<u>\$ 4,232,353.36</u>	<u>\$ 9,819,046.10</u>
Receipts:				
Operating Revenues	1,360,588.94	-	-	1,360,588.94
Interest Income	131.46	10,388.81	-	10,520.27
Tax Proceeds	-	37,876.25	-	37,876.25
Total Receipts	<u>1,360,720.40</u>	<u>48,265.06</u>	<u>-</u>	<u>1,408,985.46</u>
Expenditures:				
Operating Expenses	(1,134,500.73)	-	-	(1,134,500.73)
Project Expenses	-	-	-	-
Total Expenditures	<u>(1,134,500.73)</u>	<u>-</u>	<u>-</u>	<u>(1,134,500.73)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Balance	<u><u>\$ 3,514,009.00</u></u>	<u><u>\$ 2,347,168.47</u></u>	<u><u>\$ 4,232,353.36</u></u>	<u><u>\$ 10,093,530.83</u></u>

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

February 2023

JET A		
Beginning Inventory	64,406	
Gallons Delivered		
Gallons Purchased	55,556	
Defuels	-	
Total Gallons Delivered	55,556	
Gallons Pumped		
Gallons Sold	46,364	
Refuels	-	
Tank farm/Line truck sumps	30	
Delivery Samples	6	
Total Gallons Pumped	46,400	
Ending Inventory	73,562	
Physical Check	72,642	
Inventory Value at	4.11	\$298,558.62

AVGAS		
Beginning Inventory		10,930
Gallons Delivered		
Gallons Purchased		8,046
Gallons Pumped		
Gallons Sold		4,376
Tank farm/Line truck sumps		5
Delivery Samples		-
Total Gallons Pumped		4,381
Ending Inventory		14,595
Physical Check		14,472
Inventory Value at	5.04	\$72,938.88

LUBRICANTS		
Beginning Inventory	203	
Quarts Purchased	0	
Quarts Sold	6	
Ending Inventory	197	
Physical Check	203	
Aeroshell 110; 100W; 15/50 Multi 108@ \$8.35; 33@ \$8.35; 62@ \$11.29		\$1,877.33

PRIST		
Beginning Inventory		117
Cans Purchased		0
Cans Sold		0
Ending Inventory		117
Physical Check - Cans		117
Physical Check - Bulk		13.2
117 CANS @ \$7.40; 13.2 Gallons @ 60.90		\$1,716.48

UNLEADED FUEL		
Beginning Inventory	759.2	
Gallons Purchased	597.0	
Gallons Used	499.6	
Ending Inventory	856.6	
Physical Check	832.0	
Inventory Value at	\$4.14	\$3,443.65

DIESEL FUEL		
Beginning Inventory		769.6
Gallons Purchased		500.0
Gallons Used		514.3
Ending Inventory		755.3
Physical Check		769.6
Inventory Value at	\$4.68	\$3,600.96

February 2023 Fuel Inventory \$382,135.92

February Gallons Sold 50,740
Year to Date 532,696

Mojave Air & Space Port
Customers Over 90 Days Past Due

	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
American Verde Technologies	22.73	293.56	619.50	1,327.50	2,263.29	Vacated Property - should be sending payment
Masten	0.00	0.00	0.00	31,986.92	31,986.92	Bankruptcy
Spacelink	578.91	578.91	578.91	2,184.81	3,921.54	Working with legal
Dean Soest	41.14	319.52	310.00	3,171.50	3,842.16	\$500 payment made on 4/4
Aged AR as 4/13/2023	740,887.59	52,152.48	34,891.41	38,670.73	866,602.21	

2023

	January	February	March	April	May	June	July	August	September	October	November	December
Total Income	19714.28	\$14,687.91	0	0	0	0	0	0	0	0	0	0
Total Expenses	17208.62	\$19,698.50	0	0	0	0	0	0	0	0	0	0
Net Income	2505.66	-\$5,010.59	0	0	0	0	0	0	0	0	0	0

MEMBERSHIPS	577	609	0	0	0	0	0	0	0	0	0	0
New Members	48	54	0	0	0	0	0	0	0	0	0	0
Cancelled Members	-26	-39	0	0	0	0	0	0	0	0	0	0
Net Change	22	15	0	0	0	0	0	0	0	0	0	0

Notes for January: Of the 26 cancels, 5 are leaving the location 9 left for other reasons and the other 11 were either were cancelled because of missed payments or unknown reasons

February: Of the 39 cancels, 2 moved, 1 paused, 12 were transferred, 10 other and the other 14 were either cancelled because of missed payments or unknown reasons.

March:

April:

May:

June:

July:



AIR & SPACE PORT
AT RUTAN FIELD

CEO REPORT

TO: MASP Board of Directors
FROM: Tim Reid, General Manager/CEO
MEETING DATE: April 18, 2023

Updates

→ Runway 12/30 Rehabilitation – M&H proposal accepted 4/4/23 after proceeding through the required FAA Independent Fee Assessment. MASP will issue a Notice to Proceed to Granite, with construction still scheduled to begin May 29th.

Schedule and phasing were presented to tenants during our quarterly tenant meetings.

→ Taxiway A Electrical Rehabilitation – Mead & Hunt developed the preliminary sets of plans and specs, bid documents and reports. Preliminary submittal documents submitted to MASP Staff for review.

This is an AIP discretionary project for approximately \$1.2M to replace the electrical on TWY A along with updating the signs. The project is anticipated to take place in September/October 2023.

→ Inland Port Update – Waiting for word for a grant issued through CalTrans, with award of grants to be announced within the next week. As a reminder this grant will be significant for Pioneer Partners and MASP because it will facilitate constructing needed improvements for the inland port while also contributing to improvements on the Airport such as strengthening our rail spur, construction of a cargo apron, and a road connecting Belshaw to the cargo apron and to the inland port.

→ Water System Update – Mead & Hunt submitted the 60% plans, Technical Specs, and report for the project.

→ Hangar Development Update – No updates at this time.

→ Payload Processing Facility/Spaceport Master Plan – Met with AFRL and BRPH to narrow down the scope of the PPL. Will continue working with BRPH for design requirements.



**AIR & SPACE PORT
AT RUTAN FIELD**

CEO REPORT

- ➔ Last week both the DOO and I attended the Cerro Coso Community College Aerospace Workshop to discuss the current needs for Kern County. I spoke on a panel with the Edwards AFB Maintenance Commander and China Lake’s Base Commander, highlighting the demand for jobs locally and some of the barricades for attracting and retaining talent. Cerro Coso is very interested in providing education programs to meet the needs of our tenants and are proposing a Ground School at Mojave this summer along with offering project management courses and standing up an aviation program.

- ➔ This week I will be attending the Space Symposium with the State’s Go-Biz team. This is an excellent opportunity to showcase to Go-Biz the need for the State to step up and contribute to improvements in support of the space industry, while also exposing them to all the other efforts other spaceports and States are taking to attract and retain aerospace business.

- ➔ Property Rented
 - Zimmerman, Hangar 973, Month to Month

Authorized Payments

BOARD MEETING: 4/18/2023	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	4/6/2023	63,610.58		63,610.58
	4/12/2023	55,224.43		55,224.43
				-
				-
EFT'S	4/10/2023	-	361,859.37	361,859.37
		118,835.01	361,859.37	480,694.38
BOD CHECK				
				-
VOID CHECK				
TOTAL ALL CHECKS & EFT'S				480,694.38

Date: Thursday, April 6, 2023
 Time: 07:58AM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 10-23 As of: 4/6/2023

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 Report: 03630.rpt
 Company: MASP

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: MASP										
Acct / Sub:	101000		1200							
063451	CK	4/6/2023	0212 B's Embroidery Etc Inc	10-23	053305	VO	10027	4/3/2023	0.00	58.15
063452	CK	4/6/2023	0365 Consolidated Electrical Dist.	10-23	053290	VO	3978-1037965	3/30/2023	0.00	123.12
063453	CK	4/6/2023	0430 Desert Truck Service Inc.	10-23	053291	VO	1339244	3/27/2023	0.00	35.32
063454	CK	4/6/2023	0479 Aramark	10-23	053285	VO	2601546154	3/31/2023	0.00	119.22
063455	CK	4/6/2023	0615 Federal Express	10-23	053296	VO	8-086-11419	3/31/2023	0.00	54.36
063456	CK	4/6/2023	0732 Ferguson Enterprises LLC #1350	10-23	053286	VO	2412671	3/29/2023	0.00	142.35
063456	CK	4/6/2023	0732 Ferguson Enterprises LLC #1350	10-23	053287	VO	2412671-1	3/30/2023	0.00	1,428.84
063456	CK	4/6/2023	0732 Ferguson Enterprises LLC #1350	10-23	053308	VO	2412671-2	4/3/2023	0.00	132.71
063457	CK	4/6/2023	0751 The Gibbons Family LLC	10-23	053265	VO	INVST PMT/0323	3/31/2023	0.00	1,703.90 6,311.14
063458	CK	4/6/2023	0773 Grainger	10-23	053310	VO	9655121458	3/28/2023	0.00	289.67
063458	CK	4/6/2023	0773 Grainger	10-23	053311	VO	9655745835	3/28/2023	0.00	2,262.75
063459	CK	4/6/2023	0842 J. Hitchcock Riverwest	10-23	053263	VO	INVST PMT/ 0323	3/31/2023	0.00	2,552.42 4,207.43
063460	CK	4/6/2023	0897 Core and Main LP	10-23	053302	VO	S597234	4/3/2023	0.00	445.58
063461	CK	4/6/2023	1105 Karl's Hardware & Rental	10-23	053284	VO	030923	3/29/2023	0.00	389.16

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 Report: 03630.rpt
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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						
063461	CK	4/6/2023	1105 Karl's Hardware & Rental	10-23		053297	VO	1538/1	4/3/2023	0.00	54.10
Check Total											443.26
063462	CK	4/6/2023	1106 Elmer F. Karpe, Inc.	10-23		053264	VO	INVST PMT/ 0323	3/31/2023	0.00	10,518.56
063463	CK	4/6/2023	1241 Loschnigg Consulting LLC	10-23		053283	VO	2023-03-31	3/31/2023	0.00	6,000.00
063464	CK	4/6/2023	1315 McMaster-Carr	10-23		053309	VO	94770041	3/21/2023	0.00	965.56
063464	CK	4/6/2023	1315 McMaster-Carr	10-23		053312	VO	94930933	3/23/2023	0.00	72.93
Check Total											1,038.49
063465	CK	4/6/2023	1364 Karl's Hardware Mojave	10-23		053313	VO	0323	3/31/2023	0.00	3,122.81
063466	CK	4/6/2023	1369 Mojave Desert News	10-23		053288	VO	56349	3/23/2023	0.00	65.50
063467	CK	4/6/2023	1372 Mojave Public Utility District	10-23		053292	VO	006072-000/0323	3/31/2023	0.00	102.07
063467	CK	4/6/2023	1372 Mojave Public Utility District	10-23		053293	VO	006072-001/0323	3/31/2023	0.00	8,807.73
063467	CK	4/6/2023	1372 Mojave Public Utility District	10-23		053294	VO	006072-003/0323	3/31/2023	0.00	251.52
063467	CK	4/6/2023	1372 Mojave Public Utility District	10-23		053295	VO	006072-002/0323	3/31/2023	0.00	192.74
Check Total											9,354.06
063468	CK	4/6/2023	1390 Mission Linen Supply	10-23		053260	VO	519021577	3/30/2023	0.00	105.12
063468	CK	4/6/2023	1390 Mission Linen Supply	10-23		053261	VO	519021573	3/30/2023	0.00	81.12
Check Total											186.24
063469	CK	4/6/2023	1467 NinjaOne, LLC	10-23		053258	VO	INV08639690	4/3/2023	0.00	3,049.20
063470	CK	4/6/2023	1800 Ramos Strong Inc	10-23		053270	VO	0385415	3/20/2023	0.00	1,233.09

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Mojave Air & Space Port
Check Register - Standard
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 Company: MASP

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
063481	CK	4/6/2023	3310 Timothy Jaworski	10-23	053259	VO	032123	3/21/2023	0.00	138.00

Check Count: 31

Acct Sub Total: 63,610.58

Check Type	Count	Amount Paid
Regular	31	63,610.58
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	63,610.58

Company Disc Total	0.00	Company Total	63,610.58
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Date: Wednesday, April 12, 2023
 Time: 02:05PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
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 Company: MASP

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: MASP										
Acct / Sub:	101000		1200							
063482	CK	4/12/2023	0109 AT&T	10-23	053349	VO	29683334/0423	4/1/2023	0.00	446.60
063483	CK	4/12/2023	0187 AFLAC	10-23	053352	VO	164007	4/15/2023	0.00	916.08
063484	CK	4/12/2023	0430 Desert Truck Service Inc.	10-23	053350	VO	1339309	4/3/2023	0.00	9.63
063485	CK	4/12/2023	0479 Aramark	10-23	053322	VO	2601547284	4/7/2023	0.00	102.38
063486	CK	4/12/2023	0548 Big Sky Fire Equipment	10-23	053328	VO	0502985	4/6/2023	0.00	1,024.13
063487	CK	4/12/2023	0615 Federal Express	10-23	053335	VO	8-093-36127	4/7/2023	0.00	30.11
063487	CK	4/12/2023	0615 Federal Express	10-23	053336	VO	9-648-43779	4/7/2023	0.00	10.19
063488	CK	4/12/2023	0716 GHD Services, Inc.	10-23	053341	VO	340-0064613	4/6/2023	0.00	2,689.33
063489	CK	4/12/2023	0773 Grainger	10-23	053346	VO	9656817278	3/29/2023	0.00	154.15
063490	CK	4/12/2023	0866 The Home Depot Credit Plan	10-23	053353	VO	0323	4/25/2023	0.00	5,741.83
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23	053314	VO	980391	4/4/2023	0.00	62.71
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23	053315	VO	980467	4/5/2023	0.00	757.40
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23	053316	VO	980482	4/5/2023	0.00	6.48
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23	053317	VO	980468	4/5/2023	0.00	8.11
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23	053318	VO	980559	4/6/2023	0.00	318.08
							Check Total			40.30

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Mojave Air & Space Port
Check Register - Standard
 Period: 10-23 As of: 4/12/2023

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 Report: 03630.rpt
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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						
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23		053319	VO	980465	4/5/2023	0.00	120.85
063491	CK	4/12/2023	1161 Kern Auto Parts Inc	10-23		053320	VO	980519	4/6/2023	0.00	5.08
										Check Total	1,278.71
063492	CK	4/12/2023	1254 Lincoln Nat'l Life Ins. Co.	10-23		053351	VO	0523	5/1/2023	0.00	1,146.82
063493	CK	4/12/2023	1372 Mojave Public Utility District	10-23		053344	VO	03231/0323	4/12/2023	0.00	7,068.09
063494	CK	4/12/2023	1373 Mojave Public Utility District	10-23		053343	VO	03232/0323	4/10/2023	0.00	467.00
063495	CK	4/12/2023	1390 Mission Linen Supply	10-23		053327	VO	518711850	2/23/2023	0.00	749.64
063495	CK	4/12/2023	1390 Mission Linen Supply	10-23		053331	VO	519063328	4/6/2023	0.00	255.49
										Check Total	1,005.13
063496	CK	4/12/2023	1429 Northern Digital, Inc.	10-23		053321	VO	057270	3/31/2023	0.00	2,530.00
063496	CK	4/12/2023	1429 Northern Digital, Inc.	10-23		053326	VO	057232	2/27/2023	0.00	12,144.10
										Check Total	14,674.10
063497	CK	4/12/2023	1705 QT Petroleum on Demand	10-23		053324	VO	0254-SP2023	4/10/2023	0.00	1,425.00
063498	CK	4/12/2023	1800 Ramos Strong Inc	10-23		053338	VO	0385795	4/4/2023	0.00	3,600.13
063499	CK	4/12/2023	1896 Speedy Car Wash	10-23		053339	VO	5042	4/8/2023	0.00	265.00
063499	CK	4/12/2023	1896 Speedy Car Wash	10-23		053340	VO	5041	4/5/2023	0.00	200.00
										Check Total	465.00
063500	CK	4/12/2023	1952 Southern California Edison	10-23		053329	VO	12285395/0323	4/6/2023	0.00	8,726.72
063501	CK	4/12/2023	1996 SWRCB ACCOUNTING OFC	10-23		053337	VO	SW-0265237	4/5/2023	0.00	1,738.00

Date: Wednesday, April 12, 2023
 Time: 02:05PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
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 Report: 03630.rpt
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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
063502	CK	4/12/2023	2045 Shreds Unlimited Inc	10-23	053332	VO	23043/0423	4/11/2023	0.00	40.00
063503	CK	4/12/2023	2066 DBT Transportation Services,	10-23	053323	VO	2550981	4/10/2023	0.00	750.00
063504	CK	4/12/2023	2253 Waste Management Kern	10-23	053345	VO	20239348087/B5	4/3/2023	0.00	737.20
063505	CK	4/12/2023	2367 Armando Quintero Jr.	10-23	053333	VO	040823/BOOT	4/8/2023	0.00	250.00
063506	CK	4/12/2023	2450 Xerox Corporation	10-23	053347	VO	018572675	4/1/2023	0.00	131.75
063506	CK	4/12/2023	2450 Xerox Corporation	10-23	053348	VO	018572674	4/1/2023	0.00	205.14
									Check Total	336.89
063507	CK	4/12/2023	3042 Alma Delcid	10-23	053325	VO	040323	4/4/2023	0.00	99.00
063508	CK	4/12/2023	3310 Timothy Jaworski	10-23	053334	VO	040623	4/6/2023	0.00	292.21

Check Count: 27

Acct Sub Total: 55,224.43

Check Type	Count	Amount Paid
Regular	27	55,224.43
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	55,224.43

Company Disc Total	0.00	Company Total	55,224.43
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MOJAVE
AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers March 30, through April 10, 2023

Date		Amount
3/30/2023	ACH DEBIT PAYROLL PAYCHEX-RCX	\$64,927.96
3/30/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$54,846.80
3/30/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
3/30/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
3/30/2023	ACH DEBIT GARNISH PAYCHEX	\$48.96
3/31/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$25,153.15
3/31/2023	ACH DEBIT TAXES PAYCHEX TPS	\$12,895.21
3/31/2023	ACH DEBIT INVOICE PAYCHEX EIB	\$295.00
3/31/2023	WIRE TRANSFER FEE	\$15.00
4/3/2023	ACH DEBIT MTOT DISC BANKCARD 1250, 10631250SM 23/04/03, TRACE #-091000011620595	\$120.83
4/4/2023	ACH DEBIT EFTTRANSFE AVFUEL3252, 9382073252 23/04/04, TRACE #-072000095667120	\$33,706.28
4/5/2023	ACH DEBIT 1800 CALPERS, 1946207465 23/04/05, TRACE #-122000491198641	\$56,234.96
4/5/2023	ACH DEBIT PAYABLES Mojave Air-Space, 952763299 23/04/05, TRACE #-122242791000002	\$55,833.33
4/5/2023	ACH DEBIT 1800 CALPERS, 1946207465 23/04/05, TRACE #-122000491198643	\$11,976.57
4/5/2023	ACH DEBIT PAYABLES Mojave Air-Space, PPD 952763299 23/04/05, TRACE #-122242791000002	\$6,636.00
4/5/2023	ACCOUNT SERVICE FEE OTHER CHARGES & FEES, ACH PER BATCH FEE X 2 ITEMS	\$10.00
4/6/2023	ACH DEBIT EFTTRANSFE AVFUEL3252, 9382073252 23/04/06, TRACE #-072000098601446	\$25,568.86
4/7/2023	ACH DEBIT 3100 CALPERS, 1946207465 23/04/07, TRACE #-122000493760325	\$9,863.71
4/7/2023	ACH DEBIT 3100 CALPERS, 1946207465 23/04/07, TRACE #-122000493760327	\$2,711.75
4/7/2023	WIRE TRANSFER FEE	\$15.00
4/10/2023	ACH DEBIT INVESTMENT DSTRS, 943111333 23/04/10, TRACE #-011000026445759	\$250.00
4/10/2023	ACH DEBIT INVESTMENT DSTRS, 943111333 23/04/10, TRACE #-011000026445758	\$250.00
	<i>Total</i>	\$361,859.37