

**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
February 22, 2018**

**Administration Building
Airport Boardroom
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Rafferty, Adams, Engel, Brown, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD FEBRUARY 8, 2018.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
 - a) Monthly Activity Report**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**
 - b) Budget to Actual**

5. **DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**
6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION FOR THE AWARD OF THE 2018 STRIPING PROJECT TO CAL STRIPE INC. AND AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE A CONTRACT BETWEEN THE DISTRICT AND CAL STRIPE INC. FOR THE 2018 STRIPING PROJECT SUBJECT TO DISTRICT COUNSEL'S REVIEW OF INSURANCE AND BONDS.**
8. **APPROVAL OF BUDGET DEVIATION NUMBER 3 FOR 2017-2018 BUDGET.**
9. **AUTHORIZATION FOR ONE MAINTENANCE WORKER TO ATTEND THE HYSECURITY/NICE REGIONAL PRODUCT SEMINAR TO BE HELD APRIL 3-6, 2018 IN DALLAS, TX.**
10. **DISCUSSION AND DIRECTION TO STAFF REGARDING WORKERS' COMPENSATION RESOLUTION FOR GOVERNING BODY MEMBERS.**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE BUILDING SPACE LEASE BETWEEN THE DISTRICT AND UNITY COURIER.**
12. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).**
 - b) **Conference with Real Property Negotiators (Chris Hastert, Tom Ross and District Counsel) Re: APN 111-231-11 (Gov. Code Section 54956.8)**
13. **DIRECTORS' COMMENTS.**
14. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD FEBRUARY 8, 2018

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular place at 7:00 p.m. Present were Directors Rafferty, Adams, Engel and Brown, General Manager Hastert, Manager of Finance & Administration Reade and District Counsel Frye Laacke. Director Baskett was absent.

1. MINUTES OF THE REGULAR MEETING HELD January 25, 2018. Director Adams made a Motion to approve the minutes of the regular meeting held January 25, 2018. Director Engel Seconded and it was carried by a 4-0 vote.
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) –The committee met and discussed storage of non-airworthy aircraft. It will be discussed further when we discuss agenda item 10.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – Tom Widroe has made progress with Customs and the land sale.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – A meeting has been scheduled.
3. GENERAL MANAGER'S REPORT. General Manager Hastert notified the Board of the upcoming Master Plan meeting. He has scheduled a date for our Mead & Hunt consultant to present to the Board and community leaders. Mr. Hastert also met with Suzanne Singh, the Economic Development Director to enhance our air service development presentation.
4. MANAGER OF FINANCE & ADMINISTRATION REPORT.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

 - a) Demand Register. The Demand Register, covering warrants 064962 through 065026 in the amount of \$90,472.39 was recommended for approval as presented. Director Engel made a Motion to accept the Demand Register as presented. Director Brown Seconded and it was carried by a 4-0 vote.

- 1 5. DISTRICT COUNSEL'S REPORT. Nothing to report.
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4 6. PUBLIC SESSION: Statements from the floor will be heard during public session.
5 Request to Speak forms are provided for those wishing to address the board. After
6 completing the form, please give it to the Clerk. Requests requiring board action
7 will be referred to staff and brought on the next appropriate agenda. Members of
8 the public are cordially invited to speak on agenda items as they occur. Staff
9 reports covering agenda items are available for review in the offices of the General
10 Manager on the Tuesday prior to each meeting. The Board has established a five-
11 minute time limit for receipt of testimony. The board reserves the right to establish
12 further time limits for receipt of testimony.
13
14 No one requested to speak.
15
16 7. Authorization for the President to approve an upgrade to the AT&T Mobility's
17 Communication Equipment. Director Engel made a Motion to approve. Director
18 Brown Seconded and it was carried by a 4-0 vote.
19
20 8. Discussion and direction to staff regarding Workers' Compensation resolution for
21 governing body members. This item has been tabled until the next meeting.
22
23 9. Authorization for two staff members to attend the 2018 Jumpstart Air Service
24 Development Conference to be held June 4-6, 2018 in Cleveland, OH. Director
25 Adams made a Motion to approve. Director Engel Seconded and it was carried by
26 a 4-0 vote.
27
28 10. Due to clerical error, the resolution establishing and adopting a policy for the
29 storage of non-airworthy aircraft was incorrectly identified as Resolution 859. This
30 Resolution regarding storage of non-airworthy aircraft should have been identified
31 as Resolution 860. This clerical error has been fixed and the subject Resolution
32 has now been properly identified as Resolution 860. Director Brown made a
33 Motion to approve. Director Adams Seconded and it was carried by a roll call vote.
34 Directors Rafferty, Adams, Engel and Brown voted "Yes". Director Baskett was
35 absent.
36
37 11. Approval of the annual audit for fiscal year 2016-2017. Director Brown made a
38 Motion to approve. Director Adams Seconded and it was carried by a 4-0 vote.
39
40 12. Authorization for the President and Secretary to execute the Building Space Lease
41 between the District and Unity Courier. This item has been tabled until the next
42 meeting.
43
44 RECESS: At 7:26 p.m.
45
46 Return to OPEN SESSION: At 7:29 p.m. The Board and staff reconvened to Open
47 Session.
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1 13. CLOSED SESSION. At 7:29 p.m. the Board went into Closed Session to discuss
2 the following item(s):
3

4 a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and
5 District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section 54956.8).
6

7 b) Conference with Real Property Negotiators (Chris Hastert, Tom Ross and
8 District Counsel) Re: APN 111-231-11 (Gov. Code Section 54956.8)
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10 At 8:09 p.m., the Board and staff reconvened to Open Public Session.
11

12 There were no reportable actions.
13

14 14. DIRECTORS' COMMENTS: Director Brown enjoyed the attorney workshop and
15 has asked that he be removed from any email communication list between
16 Directors.
17

18 Director Engel asked for the walkway from the ramp into the terminal be swept.
19 He also notified the General Manager that rental cars were using additional
20 parking spots and mouse traps need to be set in the terminal.
21

22 Director Adams had no comment.
23

24 Director Rafferty is happy to hear Tom Widroe is making progress.
25

26 15. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Regular
27 Meeting to be held on February 22, 2018 at 7:00 p.m. at the regular meeting place.
28 Director Adams made that Motion, Director Engel Seconded and the Motion was
29 carried by a 4-0 vote.
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ORDER OF ADJOURNMENT

33 This Regular Meeting of the Board of Directors of the Santa Maria
34 Public Airport District is hereby adjourned at 8:14 p.m. on February
35 8, 2018.
36
37
38

39 _____
40 Hugh Rafferty, President
41

42 _____
43 Carl Engel, Secretary

Monthly Activity Rep

January 2018



AGENDA ITEM

3a

2/22/2018

Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	137	3	98%
Corporate T Hangars	8	8	0	100%
Corporate Hangars	28	28	0	100%
Storage Units	26	24	2	92%
Owner Build	23	23	0	100%
Commercial Aviation Hangar Space (SqFt)	107,782	105,407	275	98%
Commercial Aviation Office Space (SqFt)	28,800	19,449	9,351	68%

Hangar Waiting List

T-Hangars	9
Corporate/Corporate T-Hangar	16

Monthly Activity

	Jan-17	Dec-17	Jan-18	%Change
Operations	2,531	3,018	2,705	7%
Noise/Nuisance Complaints	0	2	0	
Jet\100LL Fuel (Gallons)	40,039	237,150	79,955	100%

Enplanments

	Jan-17	Dec-17	Jan-18	%Change
Allegiant	1,476	1,847	1,815	23%
Central Coast Shuttle	919	1,623	997	8%

Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHED flights
Allegiant	14	78%	78%

Land Lease Information (Acres)

	Inventory	Occupied	Available
Business Park	224	0	224
Agriculture	592.29	592.29	0
Grazing	511	511	0
Non Aviation Land Leases	TBD	48.42	
Aviation Land Leases	TBD	12.22	
Total Airport Acreage	2,550		

Mobile Home Park

	Spaces Rented	Units Sold
Mobile Home Park	78	

2017-2018

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand numbers 065027 to 065075 and Electronic Payments on Pacific Premier Bank in the amount of \$156,082.72.

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 065027 to 065075 and Electronic Payments on Pacific Premier Bank in the total amount of \$156,082.72 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE & ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF FEBRUARY 22, 2018.

CARL ENGEL
SECRETARY

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	AIP Funding	Description
065027-065031	VOID				
065032*	2/15/2018	AT&T	\$39.51		Phone Service
065033*	2/15/2018	Employment Development Depts.	\$163.00		UI Benefit Charge
065034*	2/15/2018	Frontier Communications	\$174.81		Telephone Service
065035*	2/15/2018	J B Dewar, Inc	\$428.30		Fuel Expense - Gas/Diesel
065036*	2/15/2018	Lowe's	\$56.89		Building Maint. - Terminal
065037*	2/15/2018	Heritage Oaks Bank - Credit Card	\$13,629.78		Business Travel & Enter.
065038*	2/15/2018	Pacific Telemanagement Services	\$227.92		Pay Phone Service
065039*	2/15/2018	Pacific Gas & Electric Company	\$660.09		Electricity
065040*	2/15/2018	Praxair	\$82.06		Shop Supplies
065041*	2/15/2018	Tartaglia Engineering	\$36,422.00	\$33,020.00	AIP 35
065042	2/20/2018	Advantage Answering Plus	\$293.28		Answering Service
065043	2/20/2018	Aflac	\$627.32		Voluntary Ins. - Employee
065044	2/20/2018	Bagby Plumbing Service & Repair	\$613.00		Building Maint. - Terminal
065045	2/20/2018	Bartlett, Pringle & Wolf	\$141.00		Computer Support
065046	2/20/2018	Blueglobes, Inc.	\$113.40		Lighting & Nav Aid Maint.
065047	2/20/2018	Bomar Security & Investigation	\$1,772.80		Security Service
065048	2/20/2018	City of Guadalupe	\$44,621.59		Security Service
065049	2/20/2018	City of Santa Maria	\$548.37		Water Invoice
065050	2/20/2018	Coast Clutch & Brake Supply	\$78.66		Heavy Equip. Maint. - Mech.
065051	2/20/2018	Comcast	\$557.10		Cable/Internet /Digital Voice
065052	2/20/2018	De Lage Landen	\$28.81		Lease/Maint. - Copier
065053	2/20/2018	Fastenal Company	\$116.23		Shop Supplies
065054	2/20/2018	Federal Express	\$74.16		Freight & Common Carrier
065055	2/20/2018	Fence Factory	\$74.91		Fencing & Gates
065056	2/20/2018	J.D. Humann Landscape Contr.	\$4,155.66		Landscape Maintenance
065057	2/20/2018	Keylock Security Specialists	\$1,106.87		Maint. - Access Control System
065058	2/20/2018	Lee Central Coast Newspapers	\$1,067.60		Request For Proposals
065059	2/20/2018	Limotta Internet Technologies	\$3,377.16		Computer Support Services
065060	2/20/2018	Local Copies, Etc.	\$571.40		Printing & Stationary

Santa Maria Public Airport District

Demand Register

Check Number	Check Date	Vendor Name	Check Amount	AIP Funding	Description
065061	2/20/2018	McMasters and Carr	\$107.61		Building Maint. - Terminal
065062	2/20/2018	Mission Uniform Service	\$114.65		Uniform Service
065063	2/20/2018	Office Depot	\$341.59		Office Supplies
065064	2/20/2018	PATHPOINT	\$1,273.86		Airport Maintenance Service
065065	2/20/2018	Quinn Company	\$357.91		Pavement - Roads -Terminal Area
065066	2/20/2018	Royal Industrial Solutions	\$528.50		Building Maint.
065067	2/20/2018	Safety-Kleen	\$652.08		Building Maint. - Hangar Area
065068	2/20/2018	Service Star	\$10,572.00		Janitorial Service
065069	2/20/2018	Sherwin-Williams	\$40.12		Pavement/Roads - Terminal Area
065070	2/20/2018	S Lombardi & Assoc., Inc.	\$3,665.00		Airport Advertising
065071	2/20/2018	Statewide Safety & Signs, Inc	\$335.14		Signs
065072	2/20/2018	Sy Tech Solutions	\$3,800.00		Computer Support Services
065073	2/20/2018	VTC Enterprises	\$60.00		Trash - Paper Recycling
065074	2/20/2018	WageWorks	\$100.00		Cafeteria Plan - Admin. Fee
065075	2/20/2018	Zee Medical Service Company	\$247.48		First Aid
Total Checks Written			\$134,019.62	\$33,020.00	

***Approved by One Board Member**

Electronic Payments

2/12/2018	Cal-Pers - Medical	\$14,226.16
2/20/2018	Cal Pers	\$4,758.54
2/21/2018	Mass Mutual	\$3,078.40
Total Electronic Funds Transfer		<u>\$22,063.10</u>

Total Funds Dispersed: \$156,082.72

Santa Maria Public Airport District

For the For Months Ending November 30, 2017

Revenues

		Actual YTD	Budget YTD	Over/(Under) Budget
61100-052	Landing Fees - Ameriflight	5,459	3,006	2,453
61100-053	Landing Fees - U.S. Forest Service	26,966	12,500	14,466
61100-054	Landing Fees - Federal Express - WestAir		2,888	(2,888)
61100-055	Landing Fees - Allegiant Air	12,071	11,579	493
61100-062	Landing Fees -United (Skywest)	47		47
61100-069	Landing Fees - Charter Jets	4		4
61110-052	Tiedowns - Ameriflight	612	612	0
61110-054	Tiedowns - Federal Express - WestAir in	5,310	1,842	3,468
61110-059	FBO Tiedowns	62		62
61130-093	Comm Veh Access - Federal Express	5,322	5,322	0
61130-094	Comm Veh Access - UPS	2,010	1,990	20
61140-152	Fuel Flowage Fees - Self Serve	3,563	1,661	1,902
61140-154	Fuel Flowage Fees - CC Jet Center, LLC	45,576	34,655	10,921
62210-005	T-Hangar 3005 Airpark	20,700	20,738	(38)
62210-009	T-Hangar 3009 Airpark	13,254	13,338	(84)
62210-011	T-Hangar 3011 Airpark	12,840	12,825	15
62210-019	T-Hangar 3019 Airpark	12,412	12,825	(413)
62210-023	T-Hangar 3023 Airpark	13,320	13,338	(18)
62210-027	T-Hangar 3027 Airpark	13,126	13,158	(33)
62210-031	T-Hangar 3031 Airpark	13,602	13,158	444
62210-039	T-Hangar 3039 Airpark	17,808	19,122	(1,314)
62210-103	T-Hangar 3103 Airpark	21,048	21,402	(354)
62210-107	T-Hangar 3107 Airpark	15,438	15,621	(183)
62210-109	T-Hangar 3109 Airpark	12,060	12,055	5
62210-111	T-Hangar 3111 Airpark	11,324	12,350	(1,026)
62220-035	Corporate T-Hangar 3035 Airpark	19,050	19,051	(1)
62230-005	T-Hangar Storage 3005 Airpark	2,820	2,820	(0)
62230-009	T-Hangar Storage 3009 Airpark	948	940	8
62230-011	T-Hangar Storage 3011 Airpark	996	990	6
62230-019	T-Hangar Storage 3019 Airpark	498	495	3
62230-023	T-Hangar Storage 3023 Airpark	474	470	4
62230-027	T-Hangar Storage 3027 Airpark	924	927	(3)
62230-031	T-Hangar Storage 3031 Airpark	462	927	(465)
62230-035	T-Hangar Storage 3035 Airpark	954	953	1
62230-039	T-Hangar Storage 3039 Airpark	4,092	2,820	1,272
62230-107	T-Hangar Storage 3107 Airpark	828	940	(112)
62230-109	T-Hangar Storage 3109 Airpark	408	407	1
62230-111	T-Hangar Storage 3111 Airpark	942	927	15
62240-001	Corporate Hangars 3001 Airpark	21,348	21,351	(3)
62240-029	Corporate Hangars 3029 Airpark	23,544	23,541	3
62240-105	Corporate Hangars 3105 Airpark	27,972	27,965	7
62240-118	Corporate Hangar 3043 Airpark	25,350	27,291	(1,941)
63310-100	Owner Build Hangar - Land (Sm)	3,214	3,214	0
63310-101	Owner Build Hangars - Land (Lg)	5,570	5,570	0
64410-177	Main Hangar - Artcraft Paints	22,929	22,929	(0)
64410-178	Main Hangar - Tricor Calif	1,170	1,170	(0)

Santa Maria Public Airport District

For the For Months Ending November 30, 2017

Revenues

	Actual YTD	Budget YTD	Over/(Under) Budget
64410-183 Main Hangar - S B Cellular	13,089	13,186	(97)
64410-184 Main Hangar - Ravatt	6,426	6,258	168
64410-185 Main Hangar - Art-Craft Suites 119-128	22,473	22,474	(1)
64420-115 Corporate Hangar FBO 3115 Airpark	1,406		1,406
64420-117 Corporate Hangar FBO 3117 Liberator	15,296	9,144	6,152
64420-119 Corporate Hangar FBO 3119 Liberator	3,996	3,962	34
64420-121 Corporate Hangar FBO 3121 Liberator	3,864	3,864	0
64420-125 Corporate Hangar FBO 3125 Liberator (P)	25,255	25,253	1
64420-409 Corporate Hangar FBO 3409 Corsair	25,947	31,404	(5,457)
64420-410 U.S. Forest - Land Use Revenue	27,485	20,000	7,485
64420-438 Corporate Hangar FBO - CALSTAR	5,772	5,713	59
64420-439 Corporate Hangar FBO CC Jet Center	25,554	25,554	0
64420-440 Corporate Hangar FBO 3950 Mitchell	9,535	9,588	(53)
64420-441 Corporate Hangar FBO 3948 Mitchell	1,018	3,074	(2,056)
64420-442 Corporate Hangar FBO 3944 Mitchell	8,562	8,562	0
64420-443 Corporate Hangar FBO 3940 Mitchell	18,426	18,424	2
64420-444 Corporate Hangar FBO Arctic Air	22,296	22,296	0
64420-445 CC Jet Center Self Serve	1,477	1,050	427
64420-447 Rotocraft Leasing - Parking Lot	6,414	6,417	(3)
64420-448 MOF 3015/3025 Airpark Drive	1,272	1,254	18
64420-449 CC Jet Center-Los Padres Disp	1,836	1,838	(2)
64420-450 CCJC (GA Terminal)	5,373	5,748	(375)
64459-203 Utility Reimbursement - Main Hangar	14,823	11,284	3,539
65000-100 Vehicle Access Fee - Uber	8,863		8,863
65510-251 Terminal - TSA Lease	46,850	46,850	0
65510-252 Terminal - Restaurant	16,334	18,673	(2,339)
65510-255 Terminal - Allegiant Air, Inc.	1,104	1,104	0
65510-256 Terminal -Central Coast Shuttle	12,036	12,035	1
65510-257 PFC Revenue	55,818	40,096	15,722
65510-261 Terminal - ProDIGIQ	63		63
65510-262 ARINC	869	867	3
65520-265 Terminal Concessions - Avis	49,884	48,354	1,531
65520-266 Terminal Concessions - Budget	14,072	9,286	4,786
65520-267 Terminal Concessions - Hertz	31,352	34,512	(3,160)
65520-268 Terminal Concessions - Enterprise	27,319	26,793	526
65520-274 Terminal Vending Machines	1,015	1,578	(563)
65530-217 Other Building - Administrative Board Room	340	560	(220)
65530-307 Other Building - Avis Service Center	5,447	5,447	(0)
65559-249 Utility Reimbursements - Terminal	1,296	1,230	66
65559-336 TSA - LEO Reimbursement	5,140	14,400	(9,260)
66120-080 Vehicle Training Area/Special Events	4,500		4,500
66120-083 Santa Maria Karting	3,500	3,300	200
66610-361 Farm Land - Castellanos	66,865	63,722	3,143
66610-362 Grazing Land - R. Michel	1,172	1,074	98
66610-363 Grazing Land - Mc Gray & Jokela	678	678	0
66610-364 Master Lease - Mahoney Brothers - CJJ	11,653	11,532	121

Santa Maria Public Airport District

For the For Months Ending November 30, 2017

Revenues

		Actual YTD	Budget YTD	Over/(Under) Budget
66610-365	Farm Land - Gresser	251,552	252,675	(1,123)
66610-366	Grazing Land - Verlade	1,612	1,611	0
66620-201	Airport Business Park	64,350	70,785	(6,435)
66620-320	Pioneer Park	966	966	0
66620-455	Commercial Land - Hotel	97,274	92,174	5,100
66620-500	Verizon Land Lease	12,000		12,000
66630-381	Village Mobile Home Park	214,754	205,073	9,682
67300-950	Commercial Filming - Movie Shoots	2,000		2,000
67910-900	Misc.Income Operations	9,036		9,036
67910-921	Misc. Income - Late Charges	8	3,500	(3,492)
67910-924	Misc. Income - Copy Charges/Postage/Keys	35		35
67910-931	Misc. Income - Rebates - PG&E		3,000	(3,000)
67910-951	Misc. Income - Airport Access Card	1,419	4,000	(2,581)
69010-951	Interest Income		11,768	(11,768)
69110-934	AIP 34 - Airport Master Plan	33,082		33,082
69110-935	AIP 35 Rehabilitate Apron	837,804		837,804
69110-936	AIP 36 Reimbursement		4,658,426	(4,658,426)
69310-965	Tax Revenues	871,650	704,187	167,463
69510-980	Ordinary Dividends - Principal	101		101
	Total Revenue	3,479,832	7,028,289	(3,548,457)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
71110-100	Electricity - Landing Area	9,420	18,692	(9,272)
71110-455	Electricity - Hotel Ramp	638	1,062	(424)
71120-150	ARFF Services	166,278	665,110	(498,832)
71220-100	Signs		1,600	(1,600)
71310-100	Lighting & Nav Aid Maintenance	4,127	11,125	(6,998)
71323-100	Runway Generator Maintenance	940	3,250	(2,310)
71330-100	Pavement - Runways & Taxiways	450	8,200	(7,750)
71331-100	Pavement - Ramps & Tiedowns	1,174	10,850	(9,676)
71345-100	Weed/Wildlife Abatement	1,303	24,800	(23,497)
71350-100	Fencing & Gates		4,300	(4,300)
72100-200	Electricity - Hangars	45		45
72110-200	Electricity - Hangars	12,352	25,083	(12,731)
72130-200	Water/Sewer - Hangar	2,421	5,140	(2,718)
72150-200	Emergency Phones - Hangars	861	3,240	(2,379)
72250-200	Landscape Supplies - Hangars	363		363
72260-200	Landscaping Hangar Area	3,244	6,528	(3,284)
72290-200	Miscellaneous Hangar Supplies		700	(700)
72300-200	Building Maintenance - Hangar Area	3,989	8,900	(4,911)
72310-200	Lighting Maintenance - Hangars	633	7,000	(6,367)
72311-200	Janitorial Sv Hangar Area	7,270	14,137	(6,867)
72328-200	Fire Extinguisher Service - Hangar		1,500	(1,500)
72331-200	Pavement - Ramp - Hangars	3,092	11,250	(8,158)
72350-200	Fencing & Gates	768	3,050	(2,282)
72445-200	Fire Alarm Service - Hangars	1,225	3,260	(2,035)
72480-200	Waste Oil Removal - Hangars	584	1,500	(916)
73700-721	Owner Build - Water/Sewer	780	713	67
73700-722	Owner Build - Electricity	117	205	(88)
73700-723	Owner Build - Restroom Janitorial	1,260	2,570	(1,310)
73700-724	Owner Build - Maintenance		1,000	(1,000)
74110-203	Electricity - Main Hangar	17,580	32,239	(14,659)
74110-204	Utilities - 3940 Mitchell Rd.	365	316	49
74120-203	Gas- Main Hangar	313	541	(228)
74130-125	Water/Refuse - Paint Hangar	2,433	4,774	(2,341)
74130-203	Water/Refuse - Main Hangar	3,645	5,544	(1,900)
74150-125	Emergency Phone Lines - Paint Hangar	1,222	2,052	(830)
74150-203	Emergency Phone Lines - Main Hangar	382	1,500	(1,118)
74260-400	Landscaping - FBO	503	996	(493)
74290-400	Miscellaneous Supplies		1,000	(1,000)
74300-400	Building Maintenance - FBO Hangar Area	4,049	10,350	(6,301)
74311-203	Janitorial Sv Main Hangar & FBOs	1,260	2,570	(1,310)
74311-218	Customs - Water/Refuse/Sewer	1,936	2,322	(386)
74315-400	Fire Sprinkler Maintenance		2,500	(2,500)
74331-400	Pavement - Ramps & Tiedowns	600	2,000	(1,400)
74340-400	Drainage Maintenance		1,500	(1,500)
74350-400	Fencing & Gates	905	2,800	(1,895)
74445-125	Fire Alarm Service - Paint Hangar	315	420	(105)
74445-203	Fire Alarm Service - Main Hangar	315	420	(105)
75110-249	Electricity - Terminal	58,978	96,253	(37,276)
75120-249	Gas - Terminal	2,180	6,602	(4,422)
75130-249	Water/Refuse/Sewer - Terminal	12,287	17,845	(5,558)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
75150-249	Emergency Phone Lines - Terminal	3,923	7,762	(3,839)
75150-250	Pay Phone Service - Terminal	1,595	2,735	(1,140)
75150-300	Audio & Video Monthly Charges	1,389	2,278	(890)
75220-250	Signs	1,253	2,000	(747)
75255-250	Janitorial Sv Terminal Area	59,675	97,626	(37,951)
75260-250	Landscaping - Terminal	14,232	28,428	(14,196)
75300-249	Building Maint. - Terminal	17,001	35,700	(18,699)
75300-339	Building Maintenance - Fire Station	3,308	5,730	(2,422)
75310-240	Lighting Maint - Terminal Area Streets		500	(500)
75310-249	Lighting Maintenance - Terminal	1,409	4,000	(2,591)
75310-339	Lighting Maintenance - Fire Station		100	(100)
75323-249	Generator Maintenance - Terminal	1,072	1,500	(428)
75323-339	Generator Maintenance - Fire Station	1,100	2,000	(900)
75333-250	Pavement - Roads - Terminal Area	6,120	10,000	(3,880)
75350-250	Fencing & Gates - Terminal		2,000	(2,000)
75465-249	Automatic Door Maint - Terminal	1,094	3,000	(1,906)
75475-249	Interior Plant Service - Terminal	1,925	3,300	(1,375)
75700-740	Sig Items - Terminal Accessories		9,360	(9,360)
75700-761	Fire Fighting Equipment		11,750	(11,750)
76110-300	Electric - Street Lights	985	2,578	(1,593)
76110-310	Electric - Retention Dam Pumps	944	7,826	(6,881)
76140-300	Recycled Water		2,250	(2,250)
76220-250	Signs		2,000	(2,000)
76260-300	Landscaping - Revenue Generating Land	4,731	9,476	(4,745)
76290-300	South Well Repairs		500	(500)
76310-300	Street Light Maintenance		500	(500)
76340-300	Drainage Maintenance	1,161	3,000	(1,839)
76345-300	North Well Repairs		1,500	(1,500)
76350-300	Fencing & Gates		2,500	(2,500)
76360-300	Stormwater Retention Facilities	1,428	3,400	(1,972)
76700-750	MHP - Salaries	44,393	90,283	(45,890)
76700-752	MHP - Maintenance	12,234	34,455	(22,221)
76700-753	MHP - MHP Liability Insurance	6,312	6,750	(438)
76700-754	MHP - Utilities	82,802	154,330	(71,528)
76700-755	MHP - Property Management	14,100	28,200	(14,100)
76700-757	MHP - General and Admin. Expense	10,276	16,710	(6,434)
87010-451	General Manager	89,453	155,759	(66,306)
87010-452	Manager of Operations and Maintenance	52,823	88,864	(36,042)
87010-453	Manager of Finance and Administration	52,823	88,864	(36,042)
87010-454	Operations Officer	29,537	49,953	(20,415)
87010-455	Administrative Assistant	30,553	51,785	(21,232)
87010-456	Maintenance Foreman	42,084	70,792	(28,708)
87010-457	Maintenance Workers III	49,194	63,529	(14,336)
87010-458	Maintenance Worker I	35,144	63,871	(28,728)
87010-459	Maintenance Worker II	23,776	34,075	(10,299)
87010-460	Accounting Clerk	49,850	84,626	(34,776)
87010-462	Receptionist	23,856	40,947	(17,090)
87020-473	Longevity Pay	11,295	18,049	(6,755)
87020-474	On Call Pay		8,000	(8,000)
87030-481	Medicare Tax	7,897	11,877	(3,980)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87030-482	Medical Insurance	141,925	245,387	(103,462)
87030-483	Dental Insurance	10,699	12,371	(1,671)
87030-484	Auto Allowance	7,154	12,000	(4,846)
87030-485	Life Insurance	2,131	3,960	(1,829)
87030-486	Disability Insurance	6,160	6,673	(513)
87030-487	PERS Retirement	104,597	182,282	(77,684)
87030-488	Worker's Compensation	17,620	18,761	(1,142)
87030-489	Employee Vision Coverage	1,528	1,526	2
87110-150	Electricity - Shop	1,660	3,601	(1,941)
87110-217	Electricity - Administration Building	8,664	15,771	(7,107)
87120-150	Gas - Shop	145	260	(115)
87120-217	Gas - Administration Building	362	1,324	(962)
87130-150	Water/Refuse - Shop	1,613	1,413	201
87130-217	Water/Sewer - Administrative Building	755	1,589	(834)
87130-500	Water - Landscaping	16,820	19,608	(2,788)
87140-500	Trash - Paper Recycling	351	648	(297)
87160-501	Cellular Phone	5,970	13,750	(7,780)
87160-502	Security Phone Lines	608	1,032	(424)
87160-504	Administration Office - Monthly Service	3,563	7,813	(4,250)
87160-505	Administration Office - Toll Calls	1,283	1,903	(620)
87160-507	Administration Office - Fax Line	835	1,650	(816)
87160-509	Tower & Fire Station	1,689	2,187	(498)
87160-510	Shop Phone	1,370	2,317	(948)
87160-511	Answering Service	1,727	3,023	(1,296)
87160-514	Cellular Phone - ARFF Vehicle	46		46
87210-500	Security Supplies	3,392	3,400	(8)
87230-500	Janitorial Supplies	5,054	12,249	(7,194)
87240-500	Small Tools	3,042	5,250	(2,208)
87260-150	Shop Supplies	2,206	4,550	(2,344)
87270-531	Fuel Expense - Gas/Oil	7,709	11,049	(3,340)
87270-532	Fuel Expense - Diesel Fuel/Oil	3,228	11,000	(7,772)
87275-500	Solvent	519	1,036	(517)
87280-546	First Aid	850	1,036	(185)
87280-547	Safety Equipment	1,669	3,380	(1,711)
87280-548	Training Supplies		600	(600)
87286-500	Uniform Service	4,818	7,599	(2,781)
87290-500	Sundries	3,868	4,438	(570)
87300-150	Building Maintenance - Shop	1,574	3,650	(2,076)
87300-217	Building Maintenance - Administrative Building	1,798	7,920	(6,122)
87300-221	Clean HVAC Term & Admin		3,000	(3,000)
87321-150	Equipment Maintenance - Shop	202	750	(548)
87322-500	Radio Maintenance	156	1,000	(844)
87324-521	Copier	5,039	7,931	(2,892)
87324-523	Maintenance - Postage Machine	722	1,448	(726)
87328-500	Fire Extinguisher Service		1,400	(1,400)
87360-536	Automotive Maintenance - Mechanical	2,860	8,000	(5,140)
87360-537	Automotive Maintenance - Tires	807	4,000	(3,192)
87370-541	Heavy Equipment Maintenance - Mechanical	12,724	13,500	(776)
87370-542	Heavy Equipment Maintenance - Tires	1,016	2,500	(1,484)
87370-543	ARFF Vehicle Maintenance	4,803	21,000	(16,197)

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
87380-554	Fuel System - Fire Alarm Service	315	540	(225)
87400-500	Directors Fees	6,800	21,000	(14,200)
87412-500	Payroll Processing Fees	2,926	4,773	(1,846)
87414-500	Annual Audit	18,380	27,750	(9,370)
87420-500	Legal Counsel Services	40,061	82,733	(42,672)
87430-500	Engineering Services		25,000	(25,000)
87440-500	Security Service	124,095	340,084	(215,990)
87443-500	Security Sys Maint & Repairs	6,230	16,000	(9,770)
87450-500	Janitorial Service - Admin	5,670	11,567	(5,897)
87470-500	Landscaping Services	2,224	4,488	(2,264)
87472-500	Landscaping Contingencies	1,168	5,000	(3,832)
87475-500	Internet/Web Page Maintenance	16,217	27,297	(11,080)
87510-562	Bank Charges - Service Charges	6,773	12,004	(5,231)
87520-566	Freight & Common Carrier	433	473	(40)
87520-567	Postage	348	1,800	(1,452)
87520-568	Printing & Stationery	30	1,200	(1,170)
87520-570	Misc. Office Supplies	6,631	15,071	(8,440)
87520-572	Books & Publications	763	500	263
87530-581	Computer Supplies	1,571	16,120	(14,549)
87530-583	Computer Support Services	49,174	60,070	(10,896)
87540-600	Dues and Memberships	2,145	4,822	(2,677)
87540-601	Dues -AAAE	3,800	4,600	(800)
87540-603	Dues - SWAAAE	95	510	(415)
87540-605	Dues - Chamber of Commerce	350	1,000	(650)
87540-606	Dues - National Notary Association		150	(150)
87540-607	Dues - CA Special Districts Association	6,433	6,388	45
87540-608	Dues - AAAE ARDF CA Airport Storm	4,950	4,950	0
87540-610	Costco Membership	180	165	15
87540-618	Santa Maria Times		150	(150)
87540-625	Santa Barbara County Special Districts Assn	300		300
87540-628	Pro-rata Share of LAFCO Budget	4,000	3,556	444
87600-596	Advertising - Legal	1,767	1,000	767
87600-599	Advertising - Airport Advertising	65,000	32,300	32,700
87610-100	Depreciation - Landing Area		1,513,200	(1,513,200)
87610-200	Depreciation - Hangar Area		152,739	(152,739)
87610-250	Depreciation - Terminal Area		526,335	(526,335)
87610-300	Depreciation - Revenue Generating Land		254,890	(254,890)
87610-400	Depreciation - Main Hangar & FBO		68,219	(68,219)
87610-500	Depreciation - Administration		96,758	(96,758)
87620-692	Emergency Exercises		500	(500)
87630-591	Insurance - Airport Liability		20,000	(20,000)
87630-592	Insurance - Auto, Fire, Property		63,897	(63,897)
87630-595	Insurance - General Liability		28,707	(28,707)
87650-643	Permits	2,149	5,024	(2,874)
87650-646	Storm Water Permits		1,283	(1,283)
87660-500	Education	2,709	9,000	(6,291)
87670-500	Business Travel & Entertainment	28,022	54,850	(26,828)
87679-500	Employee Recognition	1,498	3,500	(2,003)
87700-791	Sig Items - Training Live Burn		26,500	(26,500)
88680-681	SM Chamber Economic Development	33,000	33,000	0

Santa Maria Public Airport District

Budget Report

For Expense Only Transactions Posted Year to Date

Account Number	Account Description	Actual Expenses Year to Date	Budgeted Expenses for Twelve Months	Over/(Under Budget)
88680-690	Airline Service Enhancement Grant	184,603	184,603	0
88680-691	Planning & Marketing		25,000	(25,000)
88680-692	Marketing Aviation Related	3,599	64,410	(60,811)
88680-693	Consulting Services - Contingencies	32,321	102,554	(70,233)
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	Total	2,199,407	7,136,893	(4,937,485)
		-----	-----	-----



Agenda Item
7
2-22-18

February 22, 2018

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: 2018 Airfield Striping Project

Discussion

The Santa Maria Public Airport District has received four bids following our solicitation for a project to prepare and repaint approximately 145,000 square feet of taxiway and runway markings in addition to 40,000 square feet of rubber removal from the runway

This project consists of routine upkeep of the markings on the runways and taxiways to ensure compliance with the safety standards set by FAR 139 and the associated advisory circulars.

A summary of the bid results is shown below:

		Bid Amount
Cal Stripe, Inc	Colton, CA	\$ 87,506
Super Seal & Stripe	Fillmore, CA	\$ 127,192
PCI	Azusa, CA	\$ 129,070
Sterndahl Enterprises	Sun Valley, CA	\$ 199,440

Fiscal Impact

The lowest bid for this project was received from Cal Stripe, Inc in the amount of \$87,506. The approved budget for this project is \$75,000, resulting in a budget shortfall of \$12,506. The extra cost above the budget and original estimate is caused primarily by additional preparation work not anticipated in areas with a buildup of paint that will exceed the allowable thickness.

Recommendation

Staff recommends that the Board authorize the President and Secretary to award the contract between the District and the Cal Stripe, Inc. to provide painting, marking, and rubber removal for the Santa Maria Public Airport District. If approved, staff has prepared a budget deviation to adjust the budget for this capital item.

Please let me know if you have any questions:

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", with a long horizontal flourish extending to the right.

Chris Hastert, CM
General Manager

2018 STRIPING PROJECT

AT

**SANTA MARIA PUBLIC AIRPORT
SANTA MARIA, CALIFORNIA**

**2018 STRIPING PROJECT
AT
SANTA MARIA PUBLIC AIRPORT**

SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS

Hugh Rafferty. President
Chuck Adams Vice President
Carl Engel, Jr. Secretary
Steve Brown. Vice Secretary
Dave Baskett Director

General Manager..... Chris Hastert
District Counsel Josh George

District Offices:

Santa Maria Public Airport
3217 Terminal Drive
Santa Maria, CA 93455

Telephone:
(805) 922-1726

Plans and Specifications
Prepared by:

Santa Maria Public Airport
District Staff
3217 Terminal Drive
Santa Maria, CA 93455
(805) 922-1726
FAX: (805) 922-0677

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SANTA MARIA PUBLIC AIRPORT DISTRICT
3217 Terminal Drive
Santa Maria, CA 93455

NOTICE INVITING BIDS

2018 STRIPING PROJECT
at the
Santa Maria Public Airport

A-1 NOTICE IS HEREBY GIVEN that sealed bids will be received by the Santa Maria Public Airport District for furnishing all plant, labor, services, materials, tools, items, and facilities necessary therefore, as provided in the contract documents, for a project entitled "2018 Striping Project" in strict accordance with the contract documents and plans and specifications on file at the office of the General Manager of the District, 3217 Terminal Drive, Santa Maria, California 93455.

A-2 DATE OF OPENING BIDS - Bids will be received at the office of the General Manager of the District until **2:00 P.M. February 7, 2018**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, "2018 Striping Project". Bids shall be made on forms furnished by the District.

A-3 DESCRIPTION OF THE WORK/TYPE OF LICENSE - The work comprises the furnishing of all labor, equipment and materials for the Striping project at the Santa Maria Public Airport. The type of contractor's license required is **C 32**.

A-4 AWARD OF CONTRACT - The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder and reject all other bids, and/or to waive any informalities or irregularities in any bid which it may deem necessary in the best interests of the Santa Maria Public Airport District.

A-5 **PRE-BID JOB WALK** is scheduled for **10:00 A.M., Wednesday January 17, 2018**. Meet at the Airport District office. Contractors interested in this project are encouraged to attend this meeting, as access to the work site is restricted. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site, shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

A-6 SITE CONDITIONS - Each bidder shall carefully examine the drawings, read the specifications and other contract documents, and shall visit the site of the proposed work to become fully informed as to all existing conditions and limitations that may affect the execution of the work under the contract, and the bidder shall include in the prices bid, the cost of all incidentals and appurtenances. Arrangements for a pre-bid site inspection can be made by calling the District office at (805) 922-1726 and asking for Ric Tokoph, Manager of Operations and Maintenance. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.

A-7 SUBSTITUTION OF ELIGIBLE SECURITIES - Substitution of eligible securities, hereinafter defined, for any moneys of the contractor withheld by the District to ensure performance under the contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally-chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

A-8 CERTIFIED CHECK OR BONDS - Each proposal must be accompanied by a certified or cashier's check, or by a corporate surety bond on the form furnished by the District, as a guarantee that the bidder will, if award is made to it in accordance with the terms of its proposal, promptly secure worker's compensation insurance and liability insurance, execute an agreement in the required form, and furnish satisfactory bonds for faithful performance of the contract and for payment of claims of material suppliers and laborers hereunder. Said check or bid bond shall be in an amount not less than ten percent (10%) of the amount of the bid. The faithful performance bond shall be not less than one hundred percent (100%) of the contract price, and the payment bond shall be not less than one hundred percent (100%) of the contract price. A faithful performance bond and a payment bond are only required for contracts in excess of \$25,000.

A-9 PREVAILING RATES OF WAGES - The minimum wages to be paid for labor shall be not less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office.

A-10 CONTRACT DOCUMENTS - The form of plans and specifications, including contract documents and bonds, are available at the office of the District. For overnight or express delivery of contract documents, make the appropriate arrangements with your selected courier/service. Payment must be in the form of a check or cashier's check, made payable to the Santa Maria Public Airport District. The contract award, if made, will be made within forty-five (45) calendar days after opening of the bids. No bidder may withdraw its bid within said period. Work shall commence within ten (10) working days after receiving written notice to proceed. The notice to proceed will be issued within ten (10) working days after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds and insurance policies and certificates.

A-11 ADDRESS AND MARKING PROPOSAL - The envelope enclosing the proposal shall be sealed and addressed to the Santa Maria Public Airport District, Attention: Chris Hastert, General Manager, and delivered or mailed to 3217 Terminal Drive, Santa Maria, California 93455. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words: "2018 Striping Project" followed by the date and hour of the opening of bids. The certified or cashier's check, money order, or bid bond shall be enclosed in the same envelope with the proposal.

By order of the Santa Maria Public Airport District.

Dated: December 27, 2017
SANTA MARIA PUBLIC AIRPORT DISTRICT

By: Chris Hastert, General Manager

INSTRUCTIONS TO BIDDERS

1. FORM OF BID AND SIGNATURE.

(a) The proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.

(b) If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

2. INTERPRETATION. Bidders shall promptly notify the Santa Maria Public Airport District ("District") of any doubt as to the true meaning of any requirement of plans or technical specifications, or of any discrepancies in, or omissions from, the plans or technical specifications, or of any ambiguity, inconsistency or error in the bidding and contract documents or of the site and local conditions. Bidders requiring clarification or interpretation of the plans and specifications or of the bidding or contract documents shall submit to the District Manager, at the address given in the bid proposal, a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery.

Any interpretation, change or correction will be made by addendum. Interpretations, changes or corrections made in any other manner will not be binding, and bidders shall not rely upon such interpretations, changes or corrections. Interpretations or corrections will be made only by addenda to technical specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the District, to each prospective bidder. Questions concerning the contract form, bonding requirements, or similar documents shall be directed to the District Manager.

3. ADDENDA. Addenda will be mailed or delivered to all who are known by the District to have received a complete set of bidding documents. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose. No addenda will be issued later than four (4) days prior to the date of bid opening, except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

4. PREPARATION OF THE PROPOSAL.

(a) Blank spaces in the proposal and bid sheet(s) shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the bidding sheet(s).

(b) A bidder may withdraw his proposal before the hour fixed for opening bids, without prejudice to himself, by submitting a written request to the District for its withdrawal, and his proposal will be returned to him unopened when reached in the procedure of opening bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the contract after award, as hereinafter provided.

(c) No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The District reserves the right to waive any informality in any proposal, to reject any or all proposals and to make award to the lowest responsible bidder as the interest of the District may require. Where bonds are required, the bidder shall name in his bid the surety or sureties which have agreed to furnish said bonds.

5. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

6. LIST OF SUBCONTRACTORS FILED WITH BID. In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California, each bidder shall submit with his proposal the name and location of place of business of each proposed subcontractor who will perform work or labor or render service to the principal contractor in an amount in excess of one-half of one percent of the principal contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.

7. BIDDERS INTERESTED IN MORE THAN ONE BID. No person, firm, or corporation shall make, file, or be interested in more than one proposal for the same work unless alternative bids are specifically requested. A person, firm, or corporation who has submitted a subproposal to a bidder, or has quoted prices of materials to a bidder, is not hereby disqualified from submitting a subproposal or quoting prices to other bidders.

8. LOWEST RESPONSIBLE BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance and experience and show that his organization, capital and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

9. BID BOND OR CHECK. Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto, subject to the provisions of Article 12(c), hereof. Unless otherwise stated in the Agreement, said bid security or bidder's bond shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to the District as a guarantee that the bidder will, if any award is made to him in accordance with the terms of his proposal, promptly execute a contract in the required form, secure payment of workers' compensation, if required, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage.

10. LOCAL CONDITIONS.

(a) Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.

(b) Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the bidding sheet(s). Information derived from maps, plans, specifications, profiles, or drawings, or from the District Manager shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed by the District. District makes no representations or warranties as to physical conditions on or about the location of the proposed work.

11. EXECUTION OF CONTRACT. A bidder to whom award is made shall execute a written contract with the District on the form of agreement attached hereto, secure the payment of workers' compensation, and furnish good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within ten (10) days (not including Sundays and holidays) or such additional time as may be allowed by the District Manager from the date of the mailing of a notice from the District to the bidder, to the address given by him, of the acceptance of his proposal. If a bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the District, the award will be annulled, and, at the discretion of the District, District may award the contract to the next lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.

12. BONDS.

(a) Except as otherwise provided in the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time mentioned in the preceding paragraph, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of the said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the "Faithful Performance Bond", shall be in the form approved by the District and in the amount stipulated in the agreement or, if no amount is therein specified, then in an amount not less than 100 percent (100%) of the total amount payable under the contract.

(b) Within the time mentioned in the preceding paragraph, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the District, in accordance with the provisions of Civil Code Sections 3225-3226, inclusive, and Sections 3247-3252, inclusive. Unless otherwise specified in the agreement, said Payment Bond shall be in a sum not less than 100 (100%) percent of the total amount payable by the terms of this contract, but not less than the sum prescribed by Section 3248 of the Civil Code, in any case.

(c) The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his own cost and expense. The District reserves the right to reject any bond which is not in the form included in the contract documents or in another form substantially as prescribed by law.

13. INSURANCE POLICIES AND BONDS. Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.

14. LIABILITY INSURANCE. Before the contract is executed on behalf of the District, a bidder to whom the contract has been awarded shall furnish to the District a policy or certificate of protective liability insurance in which the District shall be named as an additional insured with the bidder. The policy shall insure the District, its officers and its employees; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees;

while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District. The policy shall provide for the limits stated in the agreement with the District.

15. ASSIGNMENT OF CONTRACT. No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given his written consent thereto.

BID PROPOSAL

2018 Striping Project
at the
Santa Maria Public Airport

TO: Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Ladies and Gentlemen:

The undersigned, as bidder, hereby declares that he has carefully examined the site of the herein proposed work, the notice inviting sealed bids, the proposed form of contract and all documents referred to therein as contract documents, including the specifications and special provisions, the bid security form for check or bond, and the forms of the performance bond and payment bond; that the only persons or parties interested in this proposal as principals are those named herein; and he proposes and agrees that if this proposal is accepted, that he will contract with the Santa Maria Public Airport District (hereinafter called "District") within ten (10) working days after acceptance of this bid proposal and notice thereof to the undersigned, in the form of the contract, to provide all necessary labor, machinery, equipment, tools, apparatus, and other means of construction, and to do, perform, and complete all the work specified in the contract documents, specifications, and special provisions in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, all within thirty (30) working days (Monday thru Friday) after receipt of notice to proceed, and that he will take in full payment therefor the amounts set forth in the following bid schedule, commencing on the next page:

BID SCHEDULE

SANTA MARIA PUBLIC AIRPORT DISTRICT

2018 STRIPING PROJECT

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
140,200	S.F.	MARKINGS/PREP AND PAINT		
4,800	S.F.	SURFACE PAINTED SIGNS/ PREP AND PAINT		
40,000	S.F.	RUBBER REMOVAL		
		TOTAL PROJECT		

ADD ALTERNATE

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
57,000	S.F.	EDGE MARKINGS/PREP AND PAINT		
60,000	S.F.	TAXIWAY MARKINGS/PREP AND PAINT		

- NIGHT WORK ON RUNWAY

LOWEST RESPONSIBLE BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance and experience and show that his organization, capital and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

All blank spaces in this Bid Proposal form must be fully and correctly filled in where indicated for each and every item. Bidder must state prices (written in ink, both in words and figures) for each item in the above Bid Schedule. In case of a discrepancy between the words and figures, the words (unless obviously incorrect) shall prevail. The undersigned bidder has checked carefully all words and figures on the above Bid Schedule and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making up his bid.

ADDENDA: Addenda No.(s) _____ issued by the District amending, modifying, or supplementing the specifications, special provisions, or contract documents were taken into consideration in making this bid. The undersigned bidder has ascertained from District just prior to submitting this bid that he has received all addenda issued, if any.

INTERESTED PRINCIPALS: The names of all persons interested in the foregoing proposal as principals are as follows:

If the bidder or other interested persons is a corporation, state legal name of corporation and state of incorporation, also names, titles, and business address of president and manager thereof; if partnership, state full firm name and name and post office address of each partner; if individual, state first, middle, and last name in full and post office address. (If space is insufficient, use reverse side.)

BID SECURITY FORM: A ☐ cashier's check ☐ certified check ☐ bid bond properly made payable to Santa Maria Public Airport District, for the sum of

_____ Dollars
(\$_____), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the contract and, in case of failure to do so within the time provided, the ☐ proceeds of said check shall be forfeited to the District, ☐ surety's liability to the District for forfeiture of the face amount of the bond shall be considered as established.

ACCEPTANCE: It is understood and agreed that this bid may be accepted by the District at any time within forty-five (45) calendar days after the bid opening date.

SUBCONTRACTOR SCHEDULE: A completed and signed subcontractor schedule required by the California Subletting and Subcontracting Fair Practices Act is attached hereto and made a part hereof.

LICENSE: The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors.

Contractor's License No. _____ Type of License _____

Name of individual contractor: _____
(print or type)

Signature of owner: _____

Business address: _____

or

Name of firm: _____

Business address: _____

Signature, title, and address of members signing on behalf of the partnership:

Name: _____ Title _____

Address: _____

Name: _____ Title _____

Address: _____

Name: _____ Title _____

Address: _____

or

Name of corporation: _____

Business address: _____

Corporation organized under the laws of the State of: _____

Signature of president of corporation: _____

Signature of secretary of corporation: _____

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

In conformance with current statutory requirements of Section 1860, et seq. of the California Labor Code, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions herein before stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the Bid Schedule upon which award of contract is made.

Dated this _____ day of _____, 20____.

Type or print legal name: _____

Authorized signature: _____

Title: _____

Authorized signature: _____

Title: _____

Address of bidder for notices: _____

Telephone: _____

(Do not detach from bid)

**SUBCONTRACTOR SCHEDULE REQUIRED BY CALIFORNIA
SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT
(Public Contract Code Sections 4100-4113)**

(To be submitted with Bid Proposal)

The undersigned bidder certifies that he has used the bids of the following subcontractors in making up his bid and that the subcontractors listed will be used for the work on which they bid.

Item or Portion of Work to be Done by Subcontractor	Subcontractor's Name Under Which Licensed and Contractor's License Number	Location of Place of Business
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if above space is insufficient, use reverse side)

The foregoing is submitted by the bidder in accordance with the California Subletting and Subcontracting Fair Practices Act, and the bidder, if awarded the contract, agrees to fully and promptly comply with such Act. Bidder certifies and warrants that all subcontractors listed above are, and when performing their subcontracts will be, duly licensed by the State of California to perform the work or services to be done by the subcontractor.

Name of Bidder: _____

Authorized Signature By: _____

Title of Signer: _____

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a *Certified Cashier's check payable to the order of SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", for _____

Dollars (\$_____), this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner, provided this proposal shall be accepted by the said Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of 45 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder.

Bidder

*Delete the inapplicable word

(Note: If the bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed--the sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as principal and _____ surety, are held and firmly bound unto SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", in the sum of _____ Dollars (\$ _____), to be paid to the said Owner, its successors, and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden _____ for construction _____ as specifically set forth in documents entitled _____ all in accordance with the specifications and drawings on file in the offices of _____ is not withdrawn within the period of forty-five (45) days after the date set for the opening of bids, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bound _____ his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

_____ day of _____, 20_____

(NOTE: The standard printed bond form of any bonding company acceptable to the owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the owner are not in any way reduced by use of the surety company's printed standard form.)

NONCOLLUSION DECLARATION

I, _____, declare that I am of _____,
(name)

the party making the foregoing bid, that the bid is not made in interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed this _____ day of _____, 20____, at _____, California.

Signature: _____

Typed name: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of February, 2018 by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", and _____, a _____ Corporation, hereinafter referred to as "Contractor".

WHEREAS, District has accepted the Bid Proposal of Contractor for the work and services to be performed for a project identified as "2018 STRIPING PROJECT" at the Santa Maria Public Airport, Santa Maria, California (herein called the "Project").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. For and in consideration of the payments and agreements hereinafter mentioned, Contractor agrees to complete the Project within fifteen (15) calendar days after receipt of notice to proceed, in a good, workmanlike manner, to the satisfaction of District, and in accordance with the terms, conditions, agreements and provisions of the Contract Documents, and to do all the work and furnish all the labor, materials, supplies, equipment, utility and transportation services, and other items necessary to complete the Project as aforesaid. Contractor agrees to receive and accept the prices set forth in the following schedule C-2 (herein called the "Contract Price") for full compensation for doing and completing all the work and furnishing all labor, materials, and other items contemplated and embraced in this Agreement, as well as for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of work, to wit: (Schedule of prices referred to above commences on next page).

(a) **Contractor's License.** Contractor warrants that it is a general contractor licensed in California, **C 32**, to do the proposed work. Contractor's license number is _____.

BID SCHEDULE

SANTA MARIA PUBLIC AIRPORT DISTRICT

2018 STRIPING PROJECT

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
140,200	S.F.	*MARKINGS		
4,800	S.F.	*SURFACE PAINTED SIGNS		
40,000	S.F.	RUBBER REMOVAL		
		TOTAL PROJECT		

ADD ALTERNATE

APPROX QTY	UNITS	DESCRIPTION	UNIT PRICE PER SQFT (IN FIGURES)	TOTAL PRICE
57,000	S.F.	*EDGE MARKINGS		
60,000	S.F.	*TAXIWAY MARKINGS		

- NIGHT WORK ON RUNWAY 10PM-6AM -*PREP SURFACE ACCORDING TO AC

2. Contract Documents. This Agreement and the following provisions or documents, each of which is annexed hereto or is on file at the office of the General Manager of the Santa Maria Public Airport District, are hereby incorporated herein and made a part hereof as though set forth in length herein:

- (a) This Agreement, including Special Provisions, if any, and plans and specifications.
- (b) Notice Inviting Sealed Bids, including Addenda No.(s) ____none____.
- (c) Instructions to Bidders.
- (d) Technical Specifications.
- (e) Contractor's Bid Proposal dated _____
- (f) Bid Security Form (for Check or Bond).
- (g) Performance Bond (C-26 thru C-27).
- (h) Payment Bond (C-28 thru C-29).
- (i) General Prevailing Wage Rates for the Santa Maria locality, incorporated herein, as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, copies of which are available at the District office.

This Agreement and the foregoing described provisions and documents are together hereinafter referred to as the "Contract Documents" or "Contract" which are intended to be complementary so that any work or obligation called for in one, and not mentioned in the other, or vice versa, is to be performed the same as if mentioned in all said provisions and documents.

3. Definition of Terms. Whenever the following words, terms or abbreviations are used in any of the Contract Documents, the intent and meaning shall be interpreted as follows:

Airport - Santa Maria Public Airport.

City - City of Santa Maria.

Completions - Work shall be deemed complete only after acceptance by District.

District - Santa Maria Public Airport District.

District Inspector or Inspector - A duly authorized representative of District assigned by District to make inspections of the work performed by Contractor.

District Manager - General Manager of the Santa Maria Public Airport District or his duly authorized representative.

Owner - Santa Maria Public Airport District.

Proposal - The bid proposal of Contractor for the work submitted to District.

Work - The Project covered by this Agreement.

4. Equipment - Performance of Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform and complete in a good and workmanlike manner the work called for, and in the manner designated in and in strict conformity with the provisions and conditions of the Contract Documents.

The equipment, apparatus, facilities, labor and materials shall be furnished and said work performed and completed as required by the Contract Documents.

5. Change Orders. District reserves the right to make alterations, deviations, additions to or omissions from the work. Any such changes will be set forth in a written change order specifying the changes, adjustments of contract time, if any, and compensation for any work ordered. A change order will not be effective unless signed by Contractor and District.

a) Changes in Work.

(1) Changes Requested by Contractor.

a) General. Changes in specific methods of construction may be made at Contractor's request when approved in writing by the District's General Manager.

Changes in the plans and specifications, requested in writing by Contractor, which do not materially affect the Project and which are not detrimental to the Project or to the interests of District, may be granted to facilitate the Project, when approved in writing by the General Manager. The form of approval will be by change order.

b) Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the District. Nothing herein shall be construed as granting a right to Contractor to demand acceptance of such changes.

(2) Changes Initiated by the District:

a) General. District may, by change order, change the plans, specifications, character of the work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed ten percent (10%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between Contractor and District.

b) Payment:

1) Contract Unit Prices. If a change is ordered in an item of work covered by a unit price, and such change does not involve a substantial change in the character of the work from that shown on the plans or included in the specifications, then an adjustment in payment will be made based upon the increase or decrease in quantity and the unit price.

If a change is ordered in an item of work covered by a unit price, and such change involves a substantial change in the character of the work from that shown on the plans or included in the specifications, an adjustment in payment will be made in accordance with subparagraph 2) of this paragraph.

Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

2) Agreed Prices. Adjustments in payments for changes other than those set forth in Section (1)(b) of this paragraph will be determined by agreement between Contractor and District. If the parties are unable to reach agreement, District may direct Contractor to proceed on the basis of extra work in accordance with paragraph 18, subparagraph (f).

6. Option of District to Terminate Agreement in Event of Failure to Complete Work. If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's

creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, District may give written notice to Contractor and Contractor's sureties of the intention to terminate this Agreement and, unless within five working days after the serving of such notice such violation shall cease and satisfactory arrangements for the corrections thereof be made, this Agreement may, at the option of the District upon the expiration of said time, cease and terminate.

7. Time for Completion; Liquidated Damages. Contractor shall commence work hereunder within ten (10) working days after receiving a written notice to proceed from District and shall diligently prosecute the work to have the Project completed within fifteen (15) calendar days after receipt of said notice to proceed. A reasonable allowance for the time during which Contractor is delayed in said work by the acts or neglect of District or its employees or those under District by contract or otherwise, or by acts of God which Contractor could not have reasonably foreseen and provided against, or by storm and inclement weather which delay the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations or any general strike, or by organization of employees, shall be added to the aforesaid time for completion. In view of the difficulty to ascertain the amount of damages required to properly compensate District for failure of Contractor to complete the Project within the time fixed by this Agreement, Contractor shall pay to District the sum of \$100.00 per calendar day as liquidated damages for each calendar day that Project shall remain incomplete past the date herein established for completion up to and including thirty (30) calendar days past the date established for completion. Contractor shall pay to District the sum of \$300.00 per calendar as liquidated damages for each calendar day that Project shall remain incomplete past thirty (30) days after the date established for completion.

8. Performance by Sureties. In the event of any termination as herein before provided, District shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties, within five (5) working days after District gives them said notice of termination, do not give District written notice of their intentions to take over the performance of the Agreement and do not commence performance thereof within five (5) working days after notice to District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and the sureties shall be liable to District for any cost over and above the sum herein provided for the complete work or damages; and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

9. Substitution of Eligible Securities. Substitution of eligible securities, hereinafter defined, for any moneys of Contractor withheld by District to ensure performance under the Contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of Contractor, eligible securities equivalent to the amount withheld shall be deposited with District, or with a state or federally-chartered bank as the escrow agent, who shall pay such moneys to Contractor upon satisfactory completion of the Contract. Contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

10. Permits; Compliance with Law. Contractor shall, at Contractor's expense, obtain all necessary permits and licenses required by law and by the Contract Documents.

11. Control of Work.

(a) Authority of District Manager. The District Manager shall have the authority to make final decisions concerning the quality and acceptability of the work performed, the rate of progress, interpretation of the Contract Documents, fulfillment of the Contract by Contractor, and all questions concerning compensation.

Should the District Manager question the compliance with the Contract Documents or the orders of the District Manager by Contractor, District Manager shall have the authority to stop all work immediately. Contractor, upon receipt of a written order, shall immediately suspend work wholly or in part. The work shall be resumed when ordered in writing by District Manager.

District Manager shall have the authority to stop the work at any time for any reason he deems justifiable and appropriate. If the reason for such an order to stop work is not the fault of Contractor, in the discretion of District Manager, then District Manager shall have authority to compensate Contractor for such loss of time by approving in writing an extension of time for completion and the amount of compensation to Contractor for such loss of time.

(b) Interpretation of Contract Documents. Should it appear that any work is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the District Manager for further explanation. Should a question arise with respect to the true meaning of the Contract Documents, District Manager's decision shall be final. If a discrepancy between a drawing and a figure written thereon should occur, the figure shall be taken as correct.

(c) Defective Work. Any work that is not in accordance with the Contract Documents shall be corrected by Contractor at his expense.

12. Superintendence by Contractor. Contractor shall give personal superintendence to the work or have a competent foreman or superintendent satisfactory to District Manager on the work at all times during progress of the work with authority to act for him.

13. Inspection by District and City. Contractor shall always maintain proper facilities and provide safe access for inspection by District or City to all parts of the work.

14. Permits and Care of the Work. Except as otherwise specifically provided in paragraph 28, it shall be the responsibility of Contractor to examine the site of the work and be familiar with its condition, facilities or obstructions, and other physical factors and limitations affecting the performance of this Agreement. Indication in the Contract Documents of the existence of any such items shall in no way be construed as a warranty on the part of the District as to their precise location or that these are the only such items located or affecting the work or the site thereof. District in preparing the Contract Documents has made reasonable efforts to locate and identify all such items, but it is understood and agreed that District accepts no responsibility or liability for their location, character or existence. Should any facility be damaged, Contractor shall repair or replace it at his expense immediately.

15. Other Agency Involvement. Contractor is hereby advised that other governmental agencies as set forth below are involved in some manner with the administrative aspects of the improvements provided by this Contract. Contractor shall cooperate with representatives of the various agencies in the exercise of their duties. However, District shall administer the Contract, and Contractor shall look to District for direction regarding satisfactory completion of the Contract.

- (a) City of Santa Maria
- (b) County of Santa Barbara

16. Relationships and Responsibilities.

(a) Laws to be Observed. Contractor shall keep himself fully informed of all state and federal laws and city or county ordinances where applicable and shall fully comply with the provision of such laws and ordinances.

(b) Patents. Contractor shall assume all costs, expenses and liabilities arising from the use of patented materials, equipment, devices or processes.

(c) Inconvenience. Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic and rights of owners and users of adjacent property and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to such rights.

Convenient access to driveways, taxiways and buildings along the line of work shall be maintained, and temporary approaches to crossings or intersecting roads or taxiways shall be provided and kept in good condition. To effect the above requirements, District Manager may order Contractor to provide necessary crossings or approaches and may limit the area in which Contractor may work at any one time. No extra payments shall be allowed Contractor for any such work so ordered by District Manager to maintain access for abutting owners or businesses.

(d) Safety. Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary to give adequate warning at all times that the work is under construction and of any dangerous conditions to be encountered as a result thereof. Warning signs, lights and other safety devices shall conform to and follow the requirements of the Vehicle Code and of any sign manual issued by the Division of Highways of the State of California and any regulations adopted by the City of Santa Maria in effect at the time of construction. All such devices shall be furnished, erected and maintained subject to the approval of District Manager. At the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstructions from the portion of any roadway open for use by public traffic.

(e) No Personal Liability. Neither District Manager nor any District director, officer, employee, or authorized representative of the District shall be personally responsible for any liability arising under the Contract.

(f) Guarantees and Correction of Work. With respect to the Project, Contractor shall comply with District's Contract Documents' "Technical Specifications", "Quality Assurance", "Field Quality Control" and "References", as applicable, and comply with manufacturer's recommended installation practices. Where these may be in conflict, the more stringent requirements govern. Contractor shall provide District a copy of the warranty contract between Contractor and manufacturer at the preconstruction conference. Contractor shall, without expense to District, promptly repair, replace, restore or rebuild, as District may determine, any work in which defects of materials or workmanship appear or is found not to conform to the Contract Documents within one (1) year following District's issuance of a Notice of Acceptance, together with any other work which may be displaced, marred, or damaged because of such defects or correction.

(g) Subcontracting. Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Before any work is started on a subcontract, Contractor shall file with District Manager a written statement of the work to be subcontracted, giving the names of the subcontractors and a description of the work to be done by each subcontractor. If a subcontractor is not doing satisfactory work, District Manager may request that he be replaced. The subcontractor shall be removed immediately and shall not go on the job site again.

(h) Limit of Persons on Job Site. District Manager may at any time by written direction, if good cause is shown, in his sole discretion require that any employee of Contractor be replaced. He may also require that Contractor limit access to the work site of any persons not employed by Contractor or an authorized subcontractor or who are not authorized representatives of District or the City.

(i) Assignment. The performance of the Contract may not be assigned except upon the written consent of District expressed by its governing body. Consent will not be given to an assignment which would relieve Contractor of his responsibility under the Contract.

(j) Use of Completed Portions. District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work on such portions may not have expired, but such taking of possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

17. Other Contracts. District may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by District Manager. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

18. Method of Payment.

(a) Progress Estimates. On or about the 15th day of each calendar month, Contractor shall submit to District Manager a written request for progress payment based on the amount and value of work done by Contractor up to that time in the performance of the Contract. Contractor shall submit to District Manager for approval a breakdown of his bid showing the amount included therein for each principal category of work; provided, that in case the costs or prices submitted in said breakdown do not in the opinion of District Manager truly represent the actual relative costs of the different parts of the work, District Manager shall prepare a schedule of estimated costs which shall be used in estimating the value of the work performed.

To the figure thus arrived at shall be added any amounts due Contractor for extra work. A deduction of ten percent (10%) shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due District from Contractor for supplies or materials furnished or services rendered and any other amounts that may be due District under the terms of the Contract. Any amount in dispute between District and Contractor shall also be deducted. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the Progress Estimate for that month.

(b) Progress Payments. Upon each Progress Estimate being made in writing, District (unless payment be withheld as provided in subparagraph (c) hereof) within fifteen (15) working days after the date of such estimate, except as stipulated hereinafter, shall pay to Contractor the amount stated in such estimate to be due Contractor; provided, however, that District may at all times reserve and retain from such partial payments, or any other amount, in addition to the retained percentage and other estimates, any sum or sums which by the terms hereof, of any law of the State of California, it is or may be authorized or required to reserve or retain; and provided, further, that no such progress estimate or payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.

In the event work under the Contract or any part thereof shall be discontinued as provided in the Contract, the said retained percentage shall become and be the property of District to the extent necessary to repay to District any excess in the cost of the work above the Contract Price; and, after issuance of notice to discontinue work as therein provided, no payments upon progress estimates or otherwise shall thereafter be made to Contractor for the work covered by said notice until completion of the work and final settlement.

(c) Suspension of Payments. If, after written notice to Contractor of any deficiencies in his work because of failure to comply with the Contract provisions, construction schedule, or of a failure to revise and keep current with his construction schedule, District Manager recommends that all payments due or to become due under the Contract should be suspended until Contractor corrects any such deficiency, District may suspend all payments due or to become due until such deficiencies as remain uncorrected are correct.

In addition to the amount which District may retain as provided hereinabove, District may withhold a sufficient amount or amounts of any payment or payments otherwise due Contractor as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the Project under this Contract.
- (2) For defective work not remedied.
- (3) For failure of Contractor to make proper payments to any of his subcontractors, suppliers, material, men or equipment renters.
- (4) Reasonable doubt that the Contract can be completed for the balance then unpaid.

District may apply such withheld amounts to the payment of such claims in its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under this contract by District to Contractor, and District shall not be liable to Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. District will render to Contractor a proper accounting of such funds disbursed on behalf of Contractor.

(d) Undisputed Payments. Pursuant to Public Contract Code Section 20104.50, if applicable, if District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, District shall pay interest to Contractor at the legal rate set forth in Code of Civil Procedure Section 685.010(a). Upon receipt of a payment request, District shall promptly review the request. District shall return to Contractor any payment request which District determines is not proper no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. The period within which District may make a payment without incurring interest shall be reduced by the number of days by which the District exceeds the seven (7) day return requirement.

(e) Final Estimate and Payment.

(1) Notice of Completion. Upon receipt by him of a written notice from Contractor that the Project is ready for final inspection, District Manager shall promptly inspect the Project and, if he finds it has been fully completed in accordance with the Contract Documents, he shall certify that the Project has been fully completed in accordance with the Contract Documents and has been accepted by him. Within ten working days after receipt of such certificate from District Manager, District shall execute, verify, and record a Notice of Completion of the Project.

(2) Final Payment. Notwithstanding any other provisions of the Contract Documents, the final remaining unpaid balance due Contractor under this contract and work done and materials furnished hereunder shall be paid to Contractor by District on the 35th day following recording of the Notice of Acceptance or within sixty (60) days of "completion" as defined in Labor Code Section 7107, whichever first occurs, provided there are no stop notices filed pursuant to Chapter 4 of Title XV, Part 4, Division 3 of the California Civil Code or a public works preliminary bond notice as provided in Section 3091 of the Civil Code by subcontractors, material men or others for labor performed, work done or materials furnished in or for performance of the Contract. Except as otherwise specifically provided by law, in the event of a dispute between District and Contractor, the District may withhold from the final payment an amount not to exceed 150 percent (150%) of the disputed amount.

(3) Final Payment as Waiver. Neither recordation of a notice of completion of the Project by District, payment to Contractor by District of the full Contract Price, or occupation of the Project by District shall relieve Contractor of liability for defective materials or workmanship used in the construction of the Project or for failure to construct the Project according to the requirements of the Contract Documents. Acceptance by Contractor of any payment provided for in the Contract Documents shall be a representation by Contractor to District that all work on the Project required by the Contract Documents to be performed before such payment becomes due has been completed by Contractor in accordance with the Contract Documents. Except as provided in any special guarantees contained in the Contract Documents, but notwithstanding any guarantees by the manufacturers of any materials used in the construction of the Project, Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of receipt by him of final payment of the Contract Price, the date substantial occupancy of the Project was taken by District, or the date of recordation of a notice of acceptance of the Project by District, whichever is earliest. District shall deliver notices of all observed defects to Contractor with reasonable promptness.

The making and acceptance of the final payment of the Contract Price shall constitute a waiver by Contractor of all claims, except those previously made and still unsettled.

(f) Extra Work. There will be no payment for extra work by Contractor or subcontractors unless it is expressly authorized in writing by District prior to the extra work being done. Reference is made to other provisions of the Contract regarding change orders for extra work and those provisions shall be strictly complied with. See paragraph 5 of this Contract.

(1) General. New or unforeseen work will be classified as "extra work" when the District Manager determines that it is not covered by the plans and specifications as they reflect the scope of work.

(2) Payment:

a) General. When the price for the extra work cannot be agreed upon, District will pay for the extra work based on the accumulation of costs as provided herein.

b) Basis for Establishing Costs:

1) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers' compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all their assigned work and only that applicable to extra work shall be paid.

Nondirect labor costs including superintendence shall be considered part of the markup of subparagraph (c) of this paragraph.

2) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

District reserves the right to approve materials and sources of supply, or to supply materials to Contractor if necessary for the progress of the Project. No markup shall be applied to any material provided by District.

3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding at the Project site, it shall be returned, unless Contractor elects to keep it at the Project site at no expense to District. All equipment shall be acceptable to District Manager, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Project site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

4) Other Items. District may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the Project and which are of a type not ordinarily available from Contractor or any of the subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

5) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, District may establish the cost of the item involved at the lowest price which was current at the time of the report.

c) Markup:

1) Work by Contractor. The following percentage shall be added to Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding, if additional bonding is actually secured.

2) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in subparagraph (c) of this paragraph shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent (10%) on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by Contractor.

(3) Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, Contractor shall submit a daily report to District Manager on forms approved by District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. A good faith effort shall be made to reconcile the report daily, and it shall be signed by District Manager and Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through Contractor.

The report shall:

- a) Show names of workers, classifications, rates of pay including benefits, and hours worked.
- b) Describe and list quantities of materials used together with unit prices.

- c) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d) Describe other services and expenditures in such detail as District may require.

(g) Changed Conditions. Contractor shall notify the District Manager in writing of the following Project site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

(1) Subsurface or latent physical conditions differing materially from those represented in the plans and specifications;

(2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

(3) Material differing from that represented in the Contract which Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.

District Manager will promptly investigate conditions which appear to be changed conditions. If District Manager determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Project, a change order will be issued adjusting the compensation for such portion of the Project in accordance with paragraph 5. If District Manager determines that conditions are changed conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of paragraph 7.

If District Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be so notified in writing. This notice will also advise Contractor of his obligation to notify District Manager, in writing, if Contractor disagrees.

Should Contractor disagree with such determination, he may submit a written notice of potential claim to District Manager before commencing the disputed work. In the event of such a disagreement, Contractor shall not be excused on account of that

disagreement from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. However, Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

19. Contract Security. Concurrently with the execution hereof, Contractor shall furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said Contractor of all covenants and stipulations of the Contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by District and in the amount not less than 100 percent (100%) of the total amount payable under the Contract and shall be attached as Attachment 1. Contractor shall also furnish a Payment Bond, approved by District, in accordance with the provisions of Civil Code Sections 3225-3228, inclusive, and Sections 3247-3252, inclusive. Said Payment Bond shall be in a sum not less than 100 percent (100%) of the total amount payable by the terms of this Contract, but not less than the sum prescribed in Section 3248 of the Civil Code, in any case, and shall be attached as Attachment 2.

20. Indemnification. Contractor shall indemnify, defend (with counsel acceptable to District) and hold harmless District, its directors, officers, employees, agents and representatives ("District, etc.") at all times from and against any and all suits, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("suits, etc.") on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the services or work to be performed by Contractor or Contractor's agents, employees, invitees or subcontractors, or Contractor's operations or presence on the Airport. The foregoing indemnification excludes only liability or loss caused by the sole active negligence of District or its willful misconduct. Tenant shall also indemnify and hold "District, etc." harmless from and against any "suits, etc." including third party claims, environmental

requirements and environmental damages (as defined in Attachment 3), costs of investigation and cleanup penalties, fines, and losses (including, without limitation, diminution in property value of the Airport or the improvements thereon) of whatever kind or nature which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal ("release, etc.") of any toxic or hazardous materials (defined in Attachment 3) which occurs in, on or about the Airport or elsewhere as the result of any of Contractor's or Contractor's agents, employees, invitees or subcontractors' activities pursuant to this agreement. Contractor shall notify District immediately of any "release, etc." of any toxic or hazardous material on the Airport.

21. Public Liability and Property Damage Insurance; Protection and Restoration of Property. Contractor shall, at his expense, take out and maintain during the life of the Contract such public liability and property damage insurance as shall protect him and District and any subcontractor performing work covered by this Contract from claims for personal injury or death or property damage which may arise because of the nature of the work or from operations under this Contract, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them, even though such damages be not caused by the negligence of Contractor or any subcontractor, or anyone employed by either of them. Any insurance shall be primary, not excess, insurance. The amounts of such insurance shall be as follows:

(a) Contractor's general liability insurance, including Owner's and Contractor's protective liability and contractual coverage, providing bodily injury or death liability limits of not less than \$1,000,000 for each accident or occurrence, and property damage liability with a single limit liability of not less than \$1,000,000 for each accident or occurrence.

(b) Automobile liability insurance covering all vehicles used in the performance of the Contract providing bodily injury or death liability limits of not less than \$300,000 for each person and \$500,000 for each occurrence, and property damage liability with a single limit liability of not less than \$300,000 for each accident or occurrence.

Before or concurrently with the execution of the Contract, Contractor shall file with District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance and a complete copy of each insurance policy. Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after District shall have received notification by registered mail from the insurance carrier.

Nothing herein contained shall be construed as limiting the liability of Contractor. District shall be named as an additional insured in the policies.

22. Protection of Property. Contractor shall use suitable precautions to prevent damage to any public or private property and shall not remove any monuments or property markers until directed to do so. Contractor shall take every necessary precaution against injury or damage to any part of the work or Project by action of the elements or from any other cause whatsoever.

Contractor shall rebuild, repair, restore and make good, at his expense, all injuries or damages to any portion of the work occasioned by any of the above caused before completion and acceptance of the Project as provided in this Agreement.

23. Nonpayment of Wages. If Contractor or any subcontractor fails to pay any laborer or mechanic employed or working on the Project any of the wages required by this Contract, District may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

24. Worker's Compensation. Pursuant to the requirements of Section 1860 of the Labor Code of the State of California, Contractor will be required to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California. By execution of this Agreement, Contractor does hereby certify as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract".

25. Wage Rates: Penalty. Not less than the general prevailing per diem wage rates and rates for overtime and holidays for the Santa Maria locality as determined by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections, 1770, 1773, and 1773.1, shall be paid to workmen employed on the Project under the Contract. Contractor is subject to and shall comply with the provisions of Section 1775 of the Labor Code of the State of California. Contractor shall forfeit to District not more than Fifty Dollars (\$50.00) (as

determined by the Labor Commission) for each calendar day or portion thereof for each worker paid less than the said prevailing rates for such work or craft in which such worker is employed or for work done under the contract or by any subcontractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor is responsible for ascertaining and complying with all changes in rates subsequent to the submission of the bid proposal of Contractor to District.

26. Employment of Apprentices. Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning the employment of apprentices by Contractor or any subcontractor under him on public works projects.

Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

27. Hours of Labor. In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, eight (8) hours labor shall constitute a legal day's work, and no worker in the employ of Contractor or any subcontractor doing or contracting to do any part of the work contemplated by this Contract shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours during any one calendar week, except as provided in Section 1815 of the Labor Code. Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed on work contemplated by this Contract, and Contractor shall forfeit, as a penalty to District, the sum of Twenty-five Dollars (\$25.00) for each worker employed in execution of this Contract by him or by any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of provisions of said Article 3, Chapter 1, Part 7, Division 2 (Section 1810 et seq.) of the Labor Code.

28. Existing Utility Facilities (Government Code Section 4215). As between Contractor and District only, District assumes the responsibility for the removal, relocation or protection of existing main or trunk line utility facilities located on the site of the work, if such utilities are not identified in the plans or specifications made a part of the invitation for bids.

Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay is caused by failure of District or a utility owner to provide for removal or relocation of such existing utility facilities; provided, however, that if facilities are encountered but are not identified by District in the Contract plans or specifications, he shall immediately notify District in writing. If Contractor shall fail to so notify District, he may be assessed liquidated damages as set forth in the Contract Documents for any delay in completion of the work caused by such utility facilities on the basis of one (1) day for each day Contractor shall permit to elapse between discovery of such utility facilities and such written notification to District thereof.

Nothing herein shall require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of the construction project.

Should any utility facility identified in the plans or specifications, or otherwise described in the immediately preceding paragraph, be damaged by Contractor, Contractor shall promptly restore the damaged utility to its original condition at his expense.

29. General. Time is of the essence of this Contract. This Agreement and the Contract Documents contain all of the agreements and conditions made between the parties, and may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect and shall in no way be invalidated thereby.

Captions herein are for convenience of reference only and shall not govern the construction of this Agreement. Contractor shall comply with all applicable federal, state and local laws, regulations, ordinances and orders, including without limitation the rules and regulations of the Santa Maria Public Airport District governing the use and occupancy of the Santa Maria Public Airport.

30. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) calendar days to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit the sum of Twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is with Contractor. District may withhold other amounts due at the request of the Division of Labor Standards or another agency having jurisdiction.

31. Labor Discrimination. No discrimination shall be made in the employment of persons on the work by Contractor or by any subcontractor because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex except as provided by Section 12940 of the Government Code.

32. Attorneys' Fees. In the event that any action or arbitration is brought by either party against the other party for the enforcement or declaration of any right or remedies in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

33. Notice to Proceed. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written notice to proceed has been given Contractor by District.

34. Claims. Contractor shall not make or have any claim for damages or anticipated profits or loss of profits or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in any unit price items of the bidding sheet(s).

35. Hazardous Materials. Contractor specifically agrees that all materials used by Contractor for which a Material Safety Data Sheet is required, or otherwise referenced or listed on Attachment 3, will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet or the requirements of the governmental agency with authority to regulate such storage, use and disposal. Contractor further agrees to maintain adequate storage and disposal facilities and will maintain for inspection at any reasonable time adequate records of material stored, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests.

36. Contractors Including Digging Trenches or other Excavations (Public Contract Code§7104). The contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law. (2) Subsurface or latent physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the District and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date performed under the contract. The contractor shall retain all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

37. Assignment by Contractor to District of Rights Under Federal Law Arising from Purchases Under Public Works Contracts (public Contract Code 7103.5). In entering into a public works contract or subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act, (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tender's final payment to the contractor, without further acknowledgment by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

District

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By _____
Hugh Rafferty, President

Approved as to form
for District:

By _____
Carl Engel, Secretary

District Counsel

(District Seal)

Contractor

(Corporate Seal if
a corporation)

By _____
(Title)

By _____
(Title)

Bond No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to _____

_____ hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California: _____

WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and _____ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto District in the sum of _____

Dollars (\$ _____), to be paid to District for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well, truly and faithfully keep and perform all undertakings, covenants, terms, conditions and agreements in the said contract and any alterations or modifications thereof on Contractor's part to be kept and performed at the time and in the manner therein specified, and shall fully indemnify and save harmless District from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay District all outlay and expense which District may incur in making good any default, and shall indemnify and save harmless District, its officers and agents, as provided in said contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

In the event District prevails in an action brought by District upon this bond, Surety will pay a reasonable attorney's fee to be fixed by the court.

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this _____
day of _____, 20 ____.

SURETY

PRINCIPAL

By _____

Its Attorney in Fact

Address of Surety

Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

Bond No. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to _____

hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California: _____

WHEREAS, Contractor is required to furnish a bond in connection with said contract to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and _____ hereinafter referred to as "Surety", as surety, are held and firmly bound unto District in the sum of _____

_____ Dollars (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of Contractor and his subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in section 3181 of the California Civil Code as to give a right of action to such persons or their assigns in any suit brought upon this bond.

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this _____ day of _____, 20 _____.

SURETY

PRINCIPAL

By _____

Its Attorney in Fact

Address of Surety

Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyl's (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Airport or migrating or threatening to migrate from the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Airport as the result of Contractor's use or occupancy of the Airport or as the result of any of Contractor's (or Contractor's agents, employees, invitees or officers') actions or omissions, including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Airport.

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TECHNICAL SPECIFICATIONS

AC 150/5340-1L (ATTACHED)

AC 150/5370-10G (ATTACHED)

2018 STRIPING PROJECT

LOCATION 12-30	SQFT
THRESHOLD BARS	3400
CENTER LINE	18000
THRESHOLD MARKING	25700
TOUCHDOWN ZONE MARKINGS	19200
LEADIN LINES	10000
CHEVRON	4100
SPHSM	15000
AIMING POINTS	18800
"3"	1700
"0"	1000
"1"	400
"2"	1500
RUNWAY EDGE	49000
SURFACE PAINTED SIGNS	4300
TOTAL	157100
LOCATION 2-20	SQFT
THRESHOLD BARS	850
CENTER LINE	12000
AIMING POINTS	10000
"2"	1700
"0"	1000
TOTAL	25550
TAXIWAYS	60,000
PAINT TOTAL	257,650
RUBBER REMOVAL	40,000
MARKINGS	257,650
PROJECT TOTAL	297,650

RW 12-30	QTY
Chevron	4
Threshold bar	2
Center Line	38
Touch down zone markings	36
Threshold markings	24
Aiming points	4
1	1
2	1
3	1
0	1
RW 2-20	
Center Line 2-20	24
Aiming points	4
Threshold bar	1
2	2
0	1

AC 150-5370-10G

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 Marking materials. Paint shall be [waterborne, epoxy, methacrylate, solvent-base, or preformed thermoplastic] in accordance with the requirements of paragraph 620-2.2 [____]. Paint shall be furnished in [____] in accordance with Federal Standard No. 595.

**

The Engineer shall specify paint type (s) and appropriate paragraph number (s).

The Engineer shall insert the colors to be used on a project from the following list:

<u>Fed Std. No 595 Color</u>	<u>Number</u>
White	37925
Red	31136
Yellow	33538 or 33655
Black	37038
Pink	1 part 31136 to 2 parts 37925
Green	34108

Waterborne or solvent base black paint should be used to outline a border at least 6 inch (150 mm) wide around markings on all light colored pavements. Preformed thermoplastic markings shall have a non-reflectorized black border integral to the marking.

For TT-P-1952E and A-A-2886B paints, the Engineer shall specify the type required:

- **Type I** is intended for those locations where slower tracking is not a problem.
- **Type II** is intended for locations where faster curing is desirable.
- **Type III** requires the use of cross linking resin which will produce a thicker, more durable coating.

When more than one paint type is specified, the plans should clearly indicate paint type for each marking.

**

[**a. Waterborne.** Paint shall meet the requirements of Federal Specification TT-P-1952E, [Type I] [Type II] [Type III]. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. [The acrylic resin used for Type III shall be 100% cross linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross linking.]

[**b. Epoxy.** Paint shall be a two component, minimum 99% solids type system conforming to the following:

(1) **Pigments.** Component A. Percent by weight.

(a) **White:**

Titanium Dioxide, ASTM D476, type II shall be 18% minimum (16.5% minimum at 100% purity).

(b) **Yellow and Colors:**

Titanium Dioxide, ASTM D476, type II shall be 14 to 17%.

Organic yellow, other colors, and tinting as required to meet color standard.

Epoxy resin shall be 75 to 79%.

(2) **Epoxy content.** Component A. The weight per epoxy equivalent, when tested in accordance with ASTM D1652 shall be the manufacturer's target ± 50 .

(3) **Amine number.** Component B. When tested in accordance with ASTM D2074 shall be the manufacturer's target ± 50 .

(4) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(5) **Daylight directional reflectance.**

(a) **White:** The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) **Yellow:** The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium

oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(6) Accelerated weathering.

(a) Sample preparation. Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 × 6 inch (8 × 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2b(5) above. Evaluate for conformance with the color requirements.

(7) Volatile organic content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(8) Dry opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

(9) Abrasion resistance. Subject the panels prepared in paragraph 620-2.2b(6) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg)) of sand for the removal of the paint films.

(10) Hardness, shore. Hardness shall be at least 80 when tested in accordance with ASTM D2240.]

[**c. Methacrylate.** Paint shall be a two component, minimum 99% solids-type system conforming to the following:

(1) Pigments. Component A. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 8% minimum.
Methacrylate resin shall be 18% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.
Organic yellow, other colors, and tinting as required to meet color standard.
Methacrylate resin shall be 18% minimum.

(2) Prohibited materials. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium,

halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(3) Daylight directional reflectance:

(a) White: The daylight directional reflectance of the white paint shall not be less than 80% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 55% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(4) Accelerated weathering.

(a) Sample preparation. Apply the paint at a wet film thickness of 0.013 inch (0.33 mm) to four 3 x 6 inch (8 x 15 cm) aluminum panels prepared as described in ASTM E2302. Air dry the sample 48 hours under standard conditions.

(b) Testing conditions. Test in accordance with ASTM G154 using both Ultra Violet (UV-B) Light and condensate exposure, 72 hours total, alternating four (4) hour UV exposure at 140°F (60°C), and four (4) hours condensate exposure at 104°F (40°C).

(c) Evaluation. Remove the samples and condition for 24 hours under standard conditions. Determine the directional reflectance and color match using the procedures in paragraph 620-2.2c(3) above. Evaluate for conformance with the color requirements.

(5) Volatile organic content. Determine the volatile organic content in accordance with 40 CFR Part 60 Appendix A, Method 24.

(6) Dry opacity. Use ASTM E2302. The wet film thickness shall be 0.015 inch (0.38 mm). The minimum opacity for white and colors shall be 0.92.

(7) Abrasion resistance. Subject the panels prepared in paragraph 620-2.2c(4) to the abrasion test in accordance with ASTM D968, Method A, except that the inside diameter of the metal guide tube shall be from 0.747 to 0.750 inch (18.97 to 19.05 mm). Five liters (17.5 lb (7.94 kg)) of unused sand shall be used for each test panel. The test shall be run on two test panels Both baked and weathered paint films shall require not less than 150 liters (525 lbs (239 kg)) of sand for the removal of the paint films.

(8) Hardness, shore. Hardness shall be at least 60 when tested in accordance with ASTM D2240.]

[**d. Solvent-Base.** Paint shall meet the requirements of Commercial Item Description [A-A-2886B Type I, Type II, and Type III].]

[**e. Preformed Thermoplastic Airport Pavement Markings.** Markings must be composed of ester modified resins in conjunction with aggregates, pigments, and binders that have been factory produced as

a finished product. The material must be impervious to degradation by aviation fuels, motor fuels, and lubricants.

(1) The markings must be able to be applied in temperatures as low as 35°F without any special storage, preheating, or treatment of the material before application.

(a) The markings must be supplied with an integral, non-reflectorized black border.

(2) Graded glass beads.

(a) The material must contain a minimum of 30% intermixed graded glass beads by weight. The intermixed beads shall conform to [Federal Specification TT-B-1325D, Type I, gradation A] [Federal Specification TT-B-1325D, Type IV].

(b) The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of one (1) lb (0.45 kg) (±10%) per 10 square feet (1 sq m). These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
U.S. Mesh	µm		
12	1700	0 - 2	98 - 100
14	1400	0 - 3.5	96.5 - 100
16	1180	2 - 25	75 - 98
18	1000	28 - 63	37 - 72
20	850	63 - 72	28 - 37
30	600	67 - 77	23 - 33
50	300	89 - 95	5 - 11
80	200	97 - 100	0 - 3

(3) **Heating indicators.** The material manufacturer shall provide a method to indicate that the material has achieved satisfactory adhesion and proper bead embedment during application and that the installation procedures have been followed.

(4) Pigments. Percent by weight.

(a) White:

Titanium Dioxide, ASTM D476, type II shall be 10% minimum.

(b) Yellow and Colors:

Titanium Dioxide, ASTM D476, type II shall be 1% minimum.

Organic yellow, other colors, and tinting as required to meet color standard.

(5) **Prohibited materials.** The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, halogenated solvents, nor any carcinogen as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

(6) Daylight directional reflectance.

(a) White: The daylight directional reflectance of the white paint shall not be less than 75% (relative to magnesium oxide), when tested in accordance with ASTM E2302.

(b) Yellow: The daylight directional reflectance of the yellow paint shall not be less than 45% (relative to magnesium oxide), when tested in accordance with ASTM E2302. The x and y values shall be consistent with the Federal Hegman yellow color standard chart for traffic yellow standard 33538, or shall be consistent with the tolerance listed below:

x	.462	x	.470	x	.479	x	.501
y	.438	y	.455	y	.428	y	.452

(7) Skid resistance. The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E303.

(8) Thickness. The material must be supplied at a nominal thickness of 65 mil (1.7 mm).

(9) Environmental resistance. The material must be resistant to deterioration due to exposure to sunlight, water, salt, or adverse weather conditions and impervious to aviation fuels, gasoline, and oil.

(10) Retroreflectivity. The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of nighttime retroreflection when tested in accordance to ASTM E1710.

(11) Packaging. Packaging shall protect the material from environmental conditions until installation.

(12) Preformed thermoplastic airport pavement marking requirements.

(a) The markings must be a resilient thermoplastic product with uniformly distributed glass beads throughout the entire cross-sectional area. The markings must be resistant to the detrimental effects of aviation fuels, motor fuels and lubricants, hydraulic fluids, deicers, anti-icers, protective coatings, etc. Lines, legends, and symbols must be capable of being affixed to asphalt and/or Portland cement concrete pavements by the use of a large radiant heater. Colors shall be available as required.

(b) The markings must be capable of conforming to pavement contours, breaks, and faults through the action of airport traffic at normal pavement temperatures. The markings must be capable of fully conforming to grooved pavements, including pavement grooving per advisory circular (AC) 150/5320-12, current version. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastics when heated with a heat source per manufacturer's recommendation.

(c) Multicolored markings must consist of interconnected individual pieces of preformed thermoplastic pavement marking material, which through a variety of colors and patterns, make up the desired design. The individual pieces in each large marking segment (typically more than 20 feet (6 m) long) must be factory

assembled with a compatible material and interconnected so that in the field it is not necessary to assemble the individual pieces within a marking segment. Obtaining multicolored effect by overlaying materials of different colors is not acceptable due to resulting inconsistent marking thickness and inconsistent application temperature in the marking/substrate interface.

(d) The marking material must set up rapidly, permitting the access route to be re-opened to traffic after application.

(e) The marking material shall have an integral color throughout the thickness of the marking material.]

**

Thermoplastic airport markings will be subject to an Engineering life-cycle cost analysis prior to inclusion in specifications.

**

620-2.3 Reflective media. Glass beads shall meet the requirements for [____]. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

**

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1	See Table 1	See Table 1
Yellow	See Table 1	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Pink	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	Not used
Green	Not used	Not used	Not used

The Engineer should insert all that will be used in the project. When more than one bead type is specified, the plans should indicate the bead type for each marking.

Federal Specification TT-B-1325D, Type I, gradation A shall be used when remarking on a frequent basis (at least every six months), and should yield at least 300 mcd/m²/lux on white markings at installation and at least 175 mcd/m²/lux on yellow markings at installation.

Federal Specification TT-B-1325D, Type III, gradation A shall be used when a higher reflective value is desired. Initial readings should yield at least 600 mcd/m²/lux on white markings and at least 300 mcd/m²/lux on yellow markings at installation.

Federal Specification TT-B-1325D, Type IV, gradation A shall be used with TT-P-1952E, Type III paint. The glass beads are larger than either Type I or Type III, thus requiring more of the coating material to properly anchor. When applied properly in 25-30 mils wet film thickness (wft) of the high build acrylic waterborne material, reflective readings should yield at least 400 mcd/m²/lux on white markings and at least 225 mdc/m²/lux on yellow markings at installation. The Engineer should consult with the paint and bead manufacturer on the use of adhesion, flow promoting, and/or flotation additives.

Preformed thermoplastic pavement markings should yield at least 225 mcd/m²/lux on white markings at installation and at least 100 mcd/m²/lux on yellow markings at installation.

Retroreflectivity shall be measured by a portable retroreflectometer according to ASTM E1710 and the practices in ASTM D7585 shall be followed for taking retroreflectivity readings with a portable retroreflectometer and computing measurement averages. A van-mounted retroreflectometer may also be used.

**

CONSTRUCTION METHODS

620-3.1 Weather limitations. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F (7°C) and rising and the pavement surface temperature is at least 5°F (2.7°C) above the dew point or meets the manufacturer's recommendations. [Painting operations shall be discontinued when the surface temperature exceeds []°F ([]°C.] [Markings shall not be applied when the pavement temperature is greater than 130°F (55°C) .] Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

**

The Engineer may specify minimum and maximum surface and dew point temperatures based on paint manufacturer's recommendations.

**

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 Preparation of surface. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by [waterblasting,] [shotblasting,] [grinding] or [sandblasting] or by other methods as required to remove all contaminants minimizing damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the

cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

[Paint shall not be applied to Portland cement concrete pavement until the areas to be painted are clean of curing material. Sandblasting or high-pressure water shall be used to remove curing materials.]

[At least 24 hours prior to remarking existing markings, [loose] existing markings must be removed such that [75%] [90%] [100%] of the [loose] existing markings are removed. After removal, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.]

Prior to the application of any markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the type of marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's surface preparation and application requirements must be submitted and approved by the Engineer prior to the initial application of markings.

**

The Engineer should specify any additional surface preparation or test applications required and should specify the type of surface preparation to be used when existing markings interfere with or would cause adhesion problems with new markings.

Loose markings should always be removed prior to remarking, whether or not existing markings need to be removed is up to the Engineer and the Airport Operator. The type of removal method used depends upon whether you need to remove loose markings or all existing markings.

Shotblasting is not recommended on grooved surfaces.

After removal you may have to apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings which could be misleading.

**

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans. [The locations of markings to receive silica sand shall be shown on the plans.]

**

Glass beads improve conspicuity and the friction characteristics of markings. At a minimum, the Engineer shall indicate the following locations to receive glass beads per AC 150/5340-1, Standards for Airport Markings:

- 1. All holding position markings used on runways, taxiways, and holding bays and used to indicate instrument landing system/microwave landing system (ILS/MLS) or precision obstacle-free zone (POFZ) critical areas.**

2. Runway threshold marking.
3. Runway threshold bar.
4. Runway aiming point marking.
5. Runway designation marking.
6. Runway touchdown zone markings.
7. Runway centerline marking.
8. All taxiway centerline markings and enhanced taxiway centerline markings.
9. Geographical position marking.
10. Surface painted signs for holding position signs, taxiway direction signs, taxiway location signs, gate destination signs, and apron entrance point signs.
11. Non-movement area boundary marking

The following locations are recommended to receive glass beads:

1. Runway side stripes.
2. Taxiway edge markings.
3. Runway displaced threshold markings.
4. Runway demarcation bar.

**

620-3.5 Application. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted. A period of [] shall elapse between placement of a bituminous surface course or seal coat and application of the paint.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 Test strip. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons (4 liters) of paint and application of 35 lbs (15.9 kg) of Type I/50 lbs (22.7 kg) of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons (19 liters) of waterborne paint shall cover no more than 575 square feet (53.4 m²).

Table 1. Application Rates For Paint And Glass Beads
(See Note regarding Red and Pink Paint)

Paint Type	Paint Square feet per gallon, ft ² /gal (Sq m per liter, m ² /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
*	*	*	*	*
*	*	*	*	*

**

The Engineer shall specify the application rates for paint and glass beads from the following table.

Application Rates For Paint And Glass Beads For Table 1

Paint Type	Paint Square feet per gallon, ft ² /gal (Sq m per liter, m ² /l)	Glass Beads, Type I, Gradation A Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type III Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)	Glass Beads, Type IV Pounds per gallon of paint-lb/gal (Km per liter of paint-kg/l)
Waterborne Type I or II	115 ft ² /gal max (2.8 m ² /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
Waterborne Type III	90 ft ² /gal max (2.2 m ² /l)	--	10 lb/gal min (1.2 kg/l)	
Waterborne Type III	55 ft ² /gal max (1.4 m ² /l)			8 lb/gal min (1.0 kg/l)
Solvent Base	115 ft ² /gal max (2.8 m ² /l)	7 lb/gal min (0.85 kg/l)	10 lb/gal min (1.2 kg/l)	--
Solvent Base	55 ft ² /gal max (2.2 m ² /l)	--	--	8 lb/gal min (1.0 kg/l)
Epoxy	90 ft ² /gal max (2.2 m ² /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.9 kg/l)
Methacrylate	45 ft ² /gal max (1.1 m ² /l)	15 lb/gal min (1.8 kg/l)	20 lb/gal min (2.4 kg/l)	16 lb/gal min (1.8 kg/l)

Note: The glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal (0.24 kg/l) for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

The Engineer shall specify the time period in order to allow adequate curing of the pavement surface. The Engineer should contact the paint manufacturer to determine the wait period.

Due to the increased surface area to cover, the following should be substituted when painting Porous Friction Course with waterborne or solvent based paints:

“The paint shall be mixed in accordance with the manufacturer’s instructions and applied to the pavement with a marking machine from two directions at 50% with no glass beads in the first direction, and 100% with glass beads or sand in the other direction.”

Markings may be required before paving operations are complete. The Engineer may wish to specify waterborne or solvent-based materials for temporary markings at 30% to 50% of the specified application rates (for example, rate/0.50). No glass beads are required for temporary markings. TT-P-1952E, Type II or A-A-2886B, Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.

**

**

It is recommended when using waterborne paints on previously unmarked asphalt or seal coat, that an initial paint coat at 50% of the permanent coverage rates be applied for white markings to reduce the discoloration that occurs.

New concrete pavements should be allowed to cure for eight to twelve weeks before removing the curing compound and installing permanent markings.

**

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

**

A 24- to 30-day waiting period is recommended for all types of paint used for pavement marking. If the airport operations require pavement marking prior to the recommended waiting period, the paint may be applied in a temporary light coat application. Appropriate modifications to paragraph 3.5 should be included to specify a 30% to 50% application rate for temporary markings. Glass beads are not required for temporary markings. TT-P-1952E, Type II or A-A-2886B,

Type III may be used for temporary markings when reflectorized temporary markings are desired. Glass beads will not adhere well at the low application rates for temporary markings and require immediate sweeping and cleanup before aircraft are allowed to use the pavement.

The final application should occur after the waiting period has passed. The final marking application must be at full strength in order to adequately set the glass bead.

**

620-3.7 Application--preformed thermoplastic airport pavement markings.

a. Asphalt and Portland cement. To ensure minimum single-pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet (5 m) and a free span between supporting wheels of no less than 18 feet (5.5 m). The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches (50 mm) wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F (2°C) without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.

620-3.8 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be [the number of square feet (square meters) of painting and the number of pounds (kg) of reflective media][the number of square feet (square meters) of preformed markings][one complete item in place] performed in accordance with the specifications and accepted by the Engineer.

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract [price per square foot (square meter)][lump sum price] for runway and taxiway painting [, and [price per pound (kg)][lump sum price][price per square foot (square meter)][lump sum price] for preformed markings] for reflective media. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1-1 Runway and Taxiway Marking [per square foot (square meter)][lump sum]

**

The Engineer should include a pay item for each paint type and color and bead type material specified.

**

Item P-620-5.1-2 Reflective Media [per pound (km)][lump sum]

TESTING REQUIREMENTS

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

FED SPEC TT-B-1325D

Beads (Glass Spheres) Retro-Reflective

American Association of State Highway and Transportation Officials (AASHTO) M247

Standard Specification for Glass Beads Used in Pavement Markings

FED SPEC TT-P-1952E

Paint, Traffic and Airfield Marking, Waterborne

Commercial Item Description A-A-2886B

Paint, Traffic, Solvent Based

FED STD 595

Colors used in Government Procurement

AC 150/5340-1

Standards for Airport Markings

END OF ITEM P-620



Santa Maria Public Airport District

February 22, 2018

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #3 for 2017 - 2018 Budget

It is recommended that the 2017 - 2018 Budget be amended to include the following changes:

Expenses			Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.)	22000-101	Airfield Markings	\$87,506	\$75,000	\$12,506
		Total	<u>\$87,506</u>	<u>75,000</u>	<u>\$12,506</u>
1.)	Bid exceeded budget.				

Approved:

Veroneka Reade, Manager of Finance & Administration

Recommended:

Chris Hastert, General Manager

Approved Board Meeting
of February 22, 2018:

Carl Engel, Secretary

**PUBLIC AIRPORT DISTRICT**

2/22/18

Agenda Item
9
2/22/18

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Authorization for one Maintenance worker to attend the HySecurity/Nice Regional Product Seminar to be held April 3-6, 2018, in Dallas, TX.

Summary

Pursuant to our ongoing efforts to educate and empower our employees to the highest standards, this course will help guide through troubleshooting and keep employees familiarized with these operators that are currently installed at almost all vehicle gates on the airport.

Budget

		Attendees	Days	Rate	Total
Hotel:	Hotel stay	1	4	\$ 151.00	\$ 606.00
Meals:	Meals	1	5	\$ 60.00	\$ 300.00
Transportation:	Airfare	1		\$ 565.00	\$ 565.00
	Ground Transportation				\$ 265.00
Fees:	Registration	1		\$ 150.00	\$ 150.00
	Total:				\$ 1,886.00

Overall Impact:

Approved 2017-2018 Budget for Business Travel	\$54,850.00
Previously Approved Business Travel	\$25,536.00
Current Balance for Business Travel	\$29,314.00
Amount of this Request	\$1,886.00
Balance Remaining if Approved	\$27,428.00

Recommendation

Staff recommends the board authorize this travel in order to educate our employees on current practices and procedures.

Please let me know if you have any questions:

Sincerely,

Chris Hastert, C.M.
General Manager

BUILDING SPACE LEASE

By this lease, dated February 22, 2018 and commencing retroactively January 1, 2018, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "Landlord" or "District"), a public airport district of the State of California, and Unity Courier Service, Inc, a California Corporation (herein called "Tenant").

1. Definitions: The following words and phrases used in this lease shall have the meaning set forth opposite them:

District: Santa Maria Public Airport District

District's Addresses: 3217 Terminal Drive
Santa Maria, CA 93455

Tenant: Unity Courier Service
3203 Lightning St. Suite 104
Santa Maria, CA 93455

Airport: Santa Maria Public Airport
Santa Maria, California

Premises: Portion (Suite 104) of Building No. T-1308 (Main Hangar)
at the Airport shown on diagram attached hereto as Exhibit
"A" consisting of approximately 406 square feet of floor
area.

Address of Premises: 3203 Lightning Street
Santa Maria, CA 93455

2. Premises. District hereby leases to Tenant and Tenant leases from District the Premises for the rent and on the terms and conditions hereinafter set forth.

3. Lease Term. The term of this lease shall be month to month, commencing retroactively January 1, 2018, and continuing thereafter until this lease is terminated

4. Rent: Tenant shall during this lease pay to District as monthly rent, the sum of \$178 on the first day of each calendar month, without prior notice, demand, deduction or offset, at District's office at 3217 Terminal Drive, or such other address as District may direct Tenant in writing (herein called "Base Rent").

5. Security Deposit. On execution of this lease, Tenant shall deposit with District \$356 as a security deposit for the performance by Tenant of the provisions of this lease. If Tenant is in default, District can use the security deposit, or any portion of it, to cure the default or to compensate District for any damage sustained by District resulting from Tenant's default. Tenant shall immediately upon demand pay to District a sum equal to the portion of the security deposit

expended or applied by District as provided in this section so as to maintain the security deposit in the sum initially deposited with District. If Tenant is not in default at the expiration of termination of this lease, District's obligations with respect to the security deposit are those of a debtor and not the trustee. District shall deposit and maintain the security deposit in a separate interest-bearing and federally insured account in the name of District with a bank, or savings and loan association in Santa Maria, subject to withdrawal and retention by District of all or any part of the amount on deposit or accrued interest to cure the default of Tenant or to compensate District for all damage sustained by District resulting from Tenant's default.

6. Late Payment Penalty. Tenant acknowledges that late payment by Tenant to District of rent will cause the District to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Tenant is not received by District on or before the date it is due (or on the next business day of the District that is not a Saturday, Sunday or holiday on which the administrative office of the District is closed for a whole day, if the date the rent installment is due falls on a Saturday, Sunday, or holiday on which the administrative office of the District is closed for a whole day), Tenant shall pay to District an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the rights and remedies available to District.

7. Utilities. Tenant shall pay all costs, charges and deposits for all utilities and services furnished to or used by Tenant, including without limitation, gas, electricity, telephone service, trash collection and for all connection charges, except reasonable quantities of water will be furnished by District, and provided Tenant shall reimburse District on a monthly basis for a proportionate share of costs for gas and electricity used by Tenant estimated by District.

8. Permitted Uses of Premises. Office space for air cargo operation.

9. Aircraft loading. Tenant shall have the nonexclusive right to load and unload aircraft only in the area depicted in yellow on Exhibit A-1.

10. Taxes, Licenses. Tenant shall pay before delinquency any and all taxes (including real property taxes), assessments, fees or charges, including possessory interest taxes, which may be imposed, levied or assessed upon any leasehold or possessory interests of Tenant, and personal property, improvements or fixtures owned, controlled or installed by Tenant and used or located on the Airport or Tenant's business. By entering into this lease, a possessory interest subject to property taxation may be created, and Tenant may be subject to payment of property taxes levied on such interest. Tenant shall pay all such taxes. Tenant shall also secure and maintain in force during the term of this lease all licenses and permits necessary or required by law for the conduct of Tenant's business or operations.

11. Insurance. Tenant shall secure and maintain, without cost to District, in full force and effect at all times during the term of this lease the following types and amounts of insurance:

(a) Comprehensive broad form public liability insurance, including bodily injury liability, property damage liability coverage and contractual liability coverage with a combined single limit of liability of at least \$2,000,000 for each accident or occurrence.

District shall be named as an additional insured in each policy required herein. Said insurance policies shall be without offset to any insurance policies of District, and shall be primary insurance, not excess insurance, up to the aforesaid limits. Tenant shall provide District with copies of all insurance policies and certificates issued by the insurer, including in each instance an endorsement or certificate providing that such insurance shall not be cancelled or coverage reduced except after thirty (30) days written notice to District. The liability limits of all insurance specified above may be increased at the option of District upon giving Tenant at least thirty (30) days prior written notice of the increased limits.

12. Use and Condition of Premises. Tenant may use the Premises only for the Permitted Uses of Premises. Tenant represents that Tenant has inspected the Premises and accepts the condition of the Premises and assumes all risks incidental to use of the Premises.

13. Assignment, Subletting and Encumbering. Tenant shall not assign, mortgage, encumber or grant control of this lease or any interest, right or privilege herein or sublet the whole or any portion of the Leased Premises or license or grant concessions for use of the Leased Premises or any part thereof. Any such assignment, mortgage, encumbrance, transfer, sublease, permit or concession shall be void and, at the option of District, shall terminate this lease.

14. Nuisance. Tenant shall not commit, or suffer or permit waste, excessive noise, excessive accelerations of air, obnoxious odors, excessive dust or any other nuisance on or adjacent to the Leased Premises or otherwise constituting an unreasonable interference with other District tenants or persons using the Airport.

15. Parking. Tenant and its invitees shall have nonexclusive use of existing public parking areas adjacent to the east side of the Main Hangar.

16. Tenant's Agreements. Tenant agrees to do all of the following:

(a) Comply with the rules, regulations and directives of District related to use of the Premises, Airport and its facilities.

(b) Comply with all laws, regulations, ordinances, and orders of federal, state and local governments as they relate to Tenant's use of the Premises, the Airport, and Airport facilities.

(c) Keep the Premises in good order and condition, free of trash and debris, at Tenant's expense.

(d) Deliver possession of the Premises to District on termination of this lease in at least as good condition as it is at the inception of this lease, ordinary wear and tear or act of God excepted, and free of any personal property.

(e) Pay, before delinquency, all taxes and assessments by any governmental agency on the leasehold interest of Tenant, including any possessory interest property tax assessed by the County of Santa Barbara, and on property of Tenant.

17. Prohibitions. Tenant agrees not to do any of the following:

(a) Store property outside the Premises.

(b) Commit or suffer excessive noise, obnoxious odors, excessive dust or any other nuisance on the Airport.

(c) Permit anyone else to use the Premises except Tenant's employees, customers and invitees.

(d) Make use of the Premises or Airport in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard.

(e) Use, keep or store in the Premises any combustible or inflammable liquids, gases or substances, unless authorized as Permitted Uses of the Premises.

(f) Use any torches, heaters or other devices in the Premises that cause a flame or fire.

(g) Store in or on the Premises any property or articles or conduct any activities or operations which are not directly related or incident to the permitted uses in Paragraph 5 of this lease.

18. Damage or Destruction of Premises. In the event the Premises are damaged or destroyed and unfit for use by Tenant, either party may terminate this lease upon seven (7) days prior written notice thereof and the monthly rent will be prorated to the date of the damage or destruction.

19. Entry by District. District reserves the right to enter the Premises at any reasonable time to make inspections or repairs, and at any time in case of an emergency. District will provide Tenant with a key to the doors of the Premises, which will be returned to District upon termination of this lease.

20. Waiver. The waiver by District of any violation on the part of Tenant shall not be construed as a waiver of any subsequent violations. The receipt by District of rents with knowledge of the breach of any covenant or condition of this lease shall not be deemed a waiver

of such breach. No provision of this lease shall be deemed to have been waived by District unless such waiver be in writing, signed by District.

21. Notices. All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Tenant at 3231 Fletcher Dr., Los Angeles, CA 90065 Either party may at any time change its address for such notice by giving written notice of such change to the other party. Any notice provided for herein shall be deemed delivered upon being deposited as aforesaid at any United States Post Office or branch or substation or in any United States mailbox, or at time of personal delivery.

22. Indemnity. Tenant agrees to indemnify, protect, defend (with counsel acceptable to District) and save harmless District, its directors, officers, employees, agents and representatives and the Leased Premises at all times from and against any and all suits, proceedings, liens, actions, penalties, liability, loss, expense, claims or demands of any nature including costs and expenses for legal services arising out of or in any way connected with, directly or indirectly, the acts or omissions of Tenant or its officers, agents, employees, guests, customers, visitors or invitees, or the operations of the Tenant on the Airport or the use or occupancy of the Leased Premises by Tenant, excepting only liability or loss caused by the sole active negligence of District or its willful misconduct.

23. Default. In the event Tenant fails to pay rent when due or is in default under any provision of this lease, District may terminate this lease and resort to the rights and remedies provided by the laws of the State of California.

24. Compliance with Laws. Tenant will abide by and comply with all applicable and valid laws, rules, regulations and orders of federal, state and local governments and governmental agencies, including, but not limited to, any and all regulations concerning air quality and/or water quality, fire and/or occupational safety, which may apply to the conduct of Tenant's business at the Airport. Subject to the provisions of Paragraph 14, Tenant specifically agrees that it is a condition of the Tenant for which a Material Safety Data Sheet is required or otherwise reference or listed on Exhibit "B" will be stored, used and disposed of, together with any contaminated by-products of such use, in strict compliance with the applicable Material Safety Data Sheet or the requirements of the governmental agency with authority to regulate such storage, use and disposal. Tenant further agrees to maintain adequate storage and disposal on the leased premises and available for inspection at any reasonable time adequate records of material stores, used or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests for material shipped from the lease premises.

25. Attorneys' Fees. If either party brings any action or proceeding to interpret, enforce, protect, or establish any right or remedy under this lease, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses.

26. Rider Attached. The provisions of the FAA Rider attached hereto as Exhibit "C" are incorporated herein and made a part hereof.

27. Repairs and Maintenance. Except as otherwise provided herein, Tenant shall, at Tenant's sole cost, keep and maintain the Premises and every part thereof in good and sanitary order, condition and repair. Tenant shall not make any repairs, which are the responsibility of District without District's prior written consent. Tenant waives all rights to make repairs at District's expense. Tenant shall keep the Premises, at Tenant's expense, clean and free from litter and dust at all times. District will, at District's expense, repair and maintain the roof, exterior walls and doors of the Premises. District's obligation to maintain does not include any damage caused by Tenant or Tenant's employees, contractors or invitees.

IN WITNESS WHEREOF, the parties have executed this lease.

District:

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By _____
Hugh Rafferty, President

Approved as to form
for District:

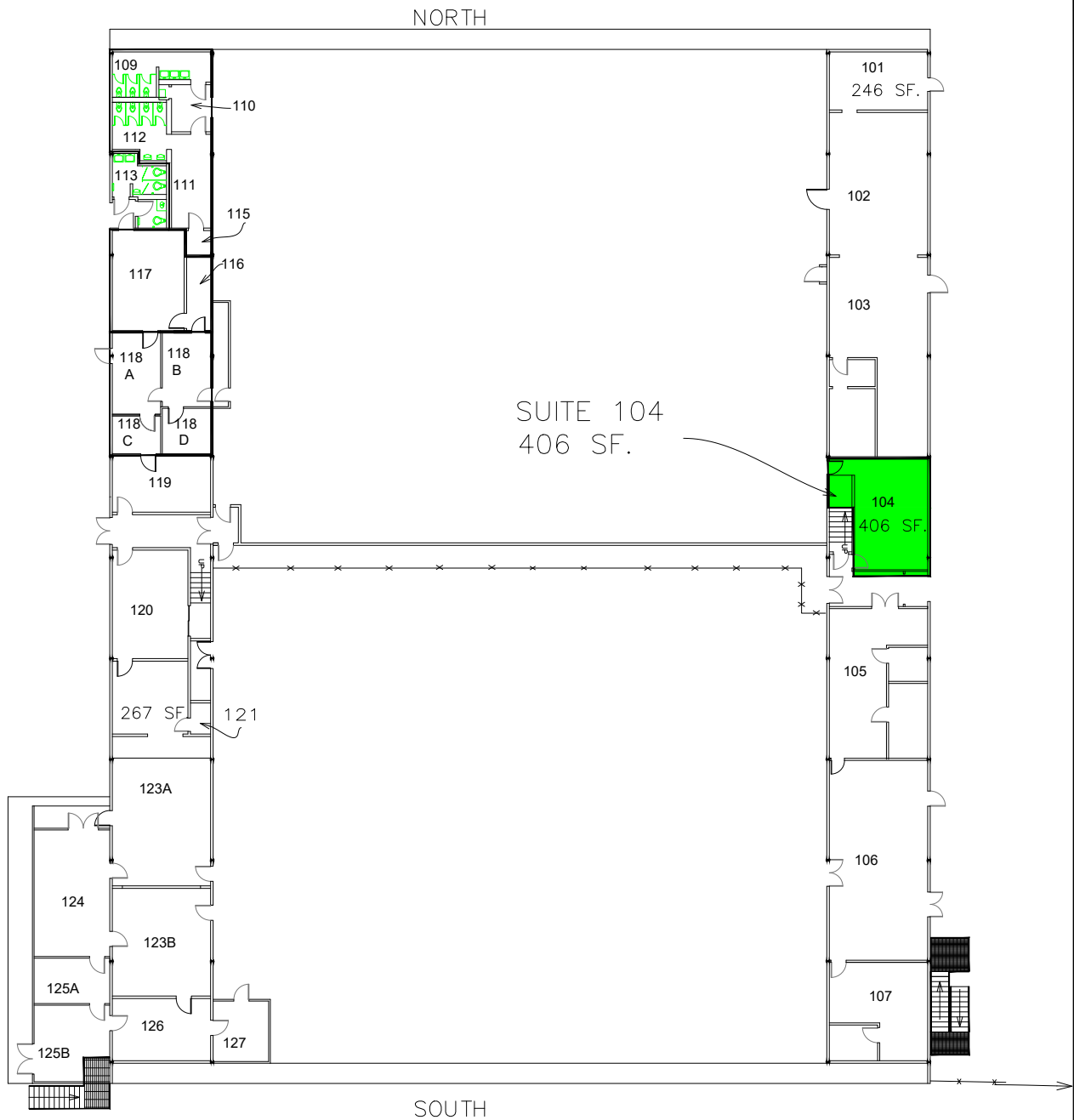
By _____
Carl Engel, Secretary

District Counsel

Tenant:

By _____
Al Sharifi, CFO

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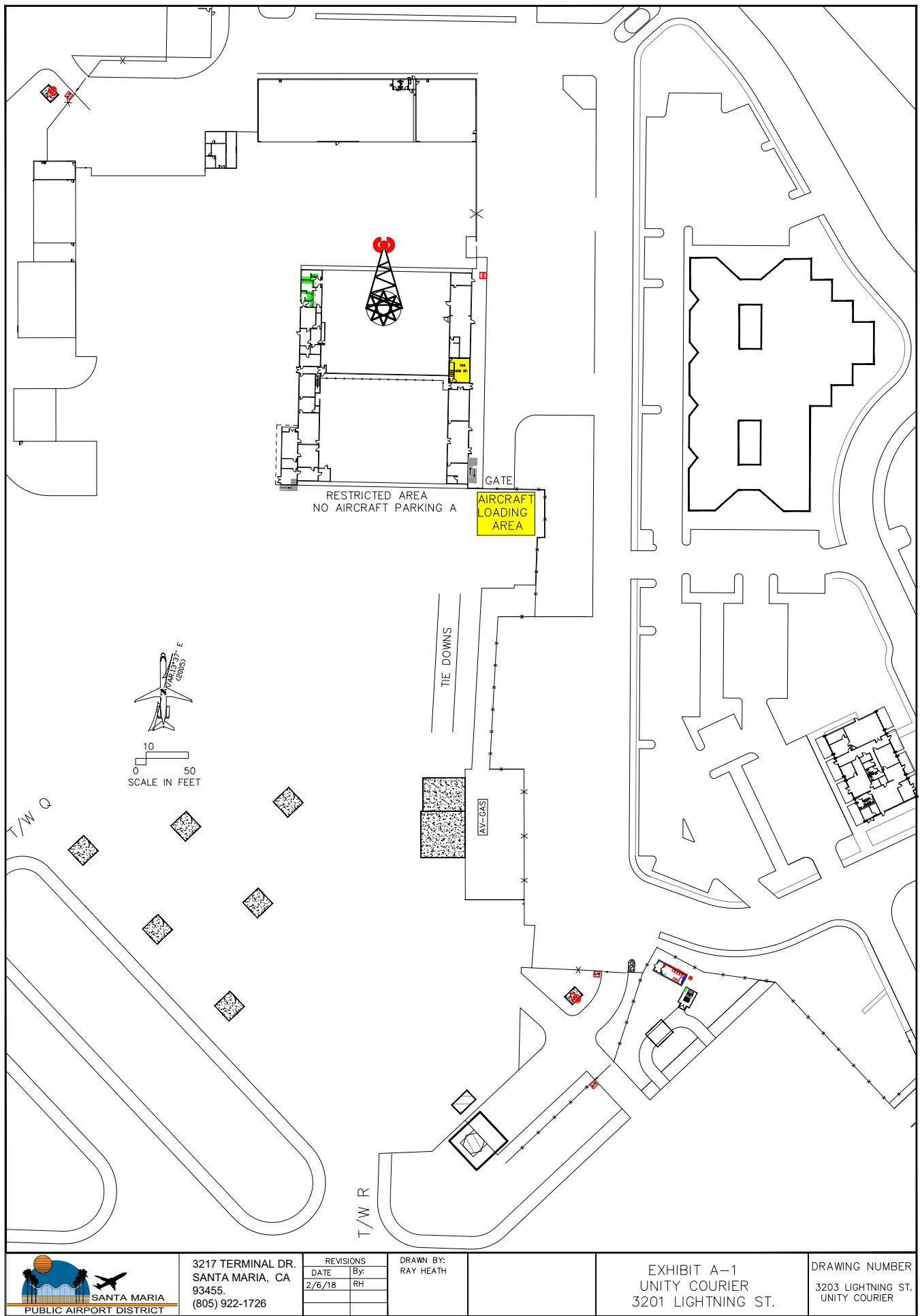
3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

REVISIONS	
DATE	By
3/22/05	RH

DRAWN BY:
RAY HEATH

EXHIBIT A
UNITY COURIER
3201 LIGHTNING ST.
SUITE 104

DRAWING NUMBER
3203 LIGHTNING ST.
UNITY COURIER



3217 TERMINAL DR.
SANTA MARIA, CA
93455.
(805) 922-1726

REVISIONS	
DATE	By:
2/6/18	RH

DRAWN BY:
RAY HEATH

EXHIBIT A-1
UNITY COURIER
3201 LIGHTNING ST.

DRAWING NUMBER
3203 LIGHTNING ST.
UNITY COURIER

HAZARDOUS MATERIAL
Definitions

A. HAZARDOUS MATERIAL

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Premises or the Airport causes or threatens to cause a nuisance upon the Premises or the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Premises or Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

B. ENVIRONMENTAL REQUIREMENTS

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
2. All requirements pertaining to the protection of the health and safety of employees or the public.

C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time caused by "Hazardous Materials" upon, about, beneath the Premises or Airport or migrating or threatening to migrate from the Premises or the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Premises or the Airport as the result of "Tenant's" use or occupancy of the Premises or the Airport or as the result of any of "Tenant's" (or "Tenant's" agents, employees, invitees or officers') actions or omissions, regardless of whether the existence of such "Hazardous Materials" or the violation of "Environmental Requirements" arose prior to the present ownership or operation of the Premises, and including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off of the Premises or the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

2. Fees incurred for the services of attorneys, consultants, "Tenant's", experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder; and

3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;

4. Diminution in the value of the Premises or the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Premises or the Airport.

EXHIBIT "C"

RIDER

Rider to the Lease Agreement dated February 22, 2018, herein called "License") between Santa Maria Public Airport District (herein called "District") and Unity Courier Service (herein called "Tenant").

LEASE PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Tenant, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased property described in this lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

2. Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the leased property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Tenant shall use the leased property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

3. That in the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this lease and to reenter and repossess the leased property and the facilities thereon, and hold the same as if this lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

4. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance District shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the District or the United States either or both said governments shall have the right to judicially enforce Provision 4 above.

6. Tenant agrees that it shall insert the above five provisions in any lease agreement, contract, license, permit or other instrument by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the leased property.

7. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

8. District reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Tenant and without interference or hindrance.

9. District reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Tenant in this regard.

10. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between District and the United States relative to the development, operation or maintenance of the Airport.

11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the leased property, or in the event of any planned modification or alterations of any present or future building or structure situated on the leased property.

12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

13. There is hereby reserved to District, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.

14. Tenant by accepting this lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the leased property above the mean sea level elevation of 300 feet. In the event the aforesaid covenants are breached, District reserves the right to enter upon the leased property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.

15. Tenant by accepting this lease agrees for itself, its successors and assigns that it will not make use of the leased property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, District reserves the right to enter upon the leased property and cause the abatement of such interference at the expense of Tenant.

16. This lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.