

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

**Monday  
November 19, 2018**

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

**SPECIAL 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 NOVEMBER 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
  - c) Budget Deviation

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 TWO STAFF MEMBERS TO ATTEND THE MEAD & HUNT AIR SERVICE DEVELOPMENT CONFERENCE TO BE HELD MARCH 5-7, 2019 IN PHOENIX, AZ.**
8. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONSULTING SERVICES AGREEMENT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING.**
9. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) **Conference with Legal Counsel-Pending litigation pursuant to Government Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.**
  - b) **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - Number of case(s) 1: Threat of litigation in October 15, 2018 letter from Kevin I. Shenkman, counsel for Southwest Voter Registration Education Project.
10. **RESOLUTION 869. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PUSUANT TO ELECTIONS CODE SECTION 10010.**
11. **DIRECTORS' COMMENTS.**
12. **ADJOURNMENT.**

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MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD NOVEMBER 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, Brown and Baskett. General Manager Hastert, Manager of Finance and Administration Reade and District Counsel George.

1. MINUTES OF THE REGULAR MEETING HELD October 25, 2018. Director Baskett made a Motion to approve the minutes of the regular meeting held October 25, 2018. Director Adams Seconded and it was carried by a 5-0 vote.
2. MINUTES OF THE SPECIAL MEETING HELD November 1, 2018. Director Baskett made a Motion to approve the minutes of the special meeting held November 1, 2018. Director Adams Seconded and it was carried by a 5-0 vote.
3. COMMITTEE REPORT(S):
  - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
  - 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 – No meeting scheduled.
  - f) VANDENBERG LIAISON – No meeting scheduled.
  - g) BUSINESS PARK COMMITTEE (Ad Hoc) – No meeting scheduled.
4. GENERAL MANAGER'S REPORT. Mr. Hastert congratulated Director Brown on his re-election to the Board. He updated the Board on a water main break in the construction site. He reminded them of the upcoming meetings with United and American. He spoke about the Industry Tour he hosted.
5. MANAGER OF FINANCE & ADMINISTRATION REPORT.

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

  - a) Demand Register. The Demand Register, covering warrants 065955 through 065985 in the amount of \$297,314.10 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Engel Seconded and it was carried by a 5-0 vote.

- 1 6. DISTRICT COUNSEL'S REPORT. Nothing to report.  
2  
3 7. PUBLIC SESSION: Statements from the floor will be heard during public session.  
4 Request to Speak forms are provided for those wishing to address the board. After  
5 completing the form, please give it to the Clerk. Requests requiring board action  
6 will be referred to staff and brought on the next appropriate agenda. Members of  
7 the public are cordially invited to speak on agenda items as they occur. Staff  
8 reports covering agenda items are available for review in the offices of the General  
9 Manager on the Tuesday prior to each meeting. The Board has established a five-  
10 minute time limit for receipt of testimony. The board reserves the right to establish  
11 further time limits for receipt of testimony.  
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13 No one requested to speak.  
14  
15 8. Presentation by Chris Hastert and Chris Kunkle on the Central Coast AirFest. Mr.  
16 Hastert started the presentation discussing the financials of the Air Show and Mr.  
17 Kunkle discussed the weekend and the future of the Air Show.  
18  
19 9. Adoption of Resolution 868. A Resolution of the Board of Directors of the Santa  
20 Maria Public Airport District expressing appreciation to Chris Kunkle for service as  
21 the Central Coast AirFest Director. Director Adams made a Motion to approve.  
22 Director Baskett Seconded and it was carried by a roll call vote. Directors Rafferty,  
23 Adams, Engel, Brown and Baskett voted "Yes".  
24  
25 10. Authorization for the General Manager to purchase a new tractor. Director Baskett  
26 made a Motion to approve. Director Engel Seconded and it was carried by a 5-0  
27 vote.  
28  
29 11. Authorization for the General Manager, District Counsel and one Director to attend  
30 the Role of the Airport Attorney workshop held January 26, 2019, in Monterey, CA.  
31 Director Brown made a Motion to approve. Director Baskett Seconded and it was  
32 carried by a 5-0 vote.  
33  
34 12. Authorization for three staff members and one Director to attend the 2019  
35 S.W.A.A.E Winter Conference to be held January 27-30, 2019, in Monterey, CA.  
36 Director Brown made a Motion to approve. Director Baskett Seconded and it was  
37 carried by a 5-0 vote.  
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39 RECESS: At 7:25 p.m.  
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41 Return to OPEN SESSION: At 7:33 p.m. The Board and staff reconvened to Open  
42 Session.  
43  
44 13. CLOSED SESSION. At 7:33 p.m. the Board went into Closed Session to discuss  
45 the following item(s):  
46  
47 a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, Tom  
48 Widroe and District Counsel) Re: 1424 Fairway Dr. (Gov. Code Section  
49 54956.8).  
50

1 b) Conference with Legal Counsel-Pending litigation pursuant to Government  
2 Code Section 54956.9(d)(4): 1 case SMPAD v. David Baskett.

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4 c) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.  
5 Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of  
6 Section 54956.9 - Number of case(s) 1: Threat of litigation in October 15, 2018  
7 letter from Kevin I. Shenkman, counsel for Southwest Voter Registration  
8 Education Project.

9  
10 At 8:28 p.m., the Board and staff reconvened to Open Public Session.

11  
12 There were no reportable actions.

13  
14 14. DIRECTORS' COMMENTS: Director Engel is very impressed with our  
15 agricultural farmers.

16  
17 Director Adams stated that Mr. Kunkle did a great job with the Air Show. He  
18 asked for a status update on the street the city is putting in.

19  
20 Director Baskett asked what the plan was to push Customs.

21  
22 Director Brown had no comment.

23  
24 Director Rafferty stated the Air Show was a success and Mr. Kunkle did an  
25 outstanding job.

26  
27 15. ADJOURNMENT. President Rafferty asked for a Motion to adjourn to a Special  
28 Meeting to be held on November 19, 2018 at 7:00 p.m. at the regular meeting  
29 place. Director Adams made that Motion, Director Baskett Seconded and the  
30 Motion was carried by a 5-0 vote.

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33 ORDER OF ADJOURNMENT

34 This Regular Meeting of the Board of Directors of the Santa Maria  
35 Public Airport District is hereby adjourned at 8:32 p.m. on  
36 November 8, 2018.

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39 \_\_\_\_\_  
40 Hugh Rafferty, President

41  
42  
43 \_\_\_\_\_  
44 Carl Engel, Secretary

# Monthly Activity Report

October 2018



AGENDA ITEM

3a

11/19/2018

## Aviation Building Information

	Inventory	Occupied	Available	Occupancy Rate
T Hangars	140	140	0	100%
Corporate T Hangars	8	8	0	100%
Corporate Hangars	28	28	0	100%
Storage Units	26	26	0	100%
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	13
Corporate/Corporate T-Hangar	17

## Monthly Activity

	Oct-17	Sep-18	Oct-18	%Change
Operations	3,202	3,038	3,094	-3%
Noise/Nuisance Complaints	3	0	0	
Jet\100LL Fuel (Gallons)	69,940	45,007	88,084	26%

## Enplanments

	Oct-17	Sep-18	Oct-18	%Change
Allegiant	1,791	1,847	2,080	16%
Central Coast Shuttle	1,104	1,001	1,099	0%

## Airline Load Factor

	# of Flights	Load Factor Actual flights	Load Factor SCHED flights
Allegiant	17	77%	77%

## 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	

**2018-2019**

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 065986 to 066041 on Pacific Premier Bank in the total amount of \$274,682.67

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\_\_\_\_\_  
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 065986 to 066041 on Pacific Premier Bank in the total amount of \$274,682.67 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 AND ADMINISTRATION

\_\_\_\_\_  
DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF NOVEMBER 19, 2018.

\_\_\_\_\_  
CARL ENGEL JR.  
SECRETARY

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
065986	11/7/2018	AT&T	\$ 114.43	Phone Service
065987	11/7/2018	Berchthold Equipment Company	\$ 511.84	Heavy Equip Maint - Mechanical
065988	11/7/2018	Bunyon Bros. Tree Care, Inc.	\$ 35,180.00	Obstruction Removal
065989	11/7/2018	CCI Office Technologies	\$ 180.51	Maint. Cont. - Postage Meter
065990	11/7/2018	CalPortland Construction	\$ 80,505.85	Terminal Apron Reconstruction
065991	11/7/2018	Coastline Equipment Company	\$ 210.78	Heavy Equipment Maint.- Mech.
065992	11/7/2018	Costco Wholesale Membership	\$ 180.00	Membership Renewal
065993	11/7/2018	Emergency Repair Door Service	\$ 1,900.00	Terminal Door Repair
065994	11/7/2018	The Gas Company	\$ 193.49	Utilities
065995	11/7/2018	Chris Hastert	\$ 342.17	Expense - Travel/Entertainment
065996	11/7/2018	Ray Heath	\$ 3,575.20	Consulting Service
065997	11/7/2018	J B Dewar, Inc	\$ 21.60	Fuel Expense - Gas/Diesel
065998	11/7/2018	Limotta Internet Technologies	\$ 1,534.50	Computer Support Services
065999	11/7/2018	LSC Communications	\$ 29.73	Publications
066000	11/7/2018	MarTeeny Designs	\$ 275.00	Web Page Maint.
066001	11/7/2018	Card ServiceCenter	\$ 15,560.98	Business Travel & Enter.
066002	11/7/2018	Mead & Hunt, Inc.	\$ 595.00	Air Service Consulting
066003	11/7/2018	Pacific Gas & Electric Company	\$ 7,735.12	Terminal/Admin,/Main Hangar
066004	11/7/2018	S Lombardi & Assoc., Inc.	\$ 2,195.00	Airport Advertising
066005	11/7/2018	Tartaglia Engineering	\$ 10,441.32	AIP 35
066006	11/7/2018	Zoom Imaging Solutions, Inc.	\$ 8.09	Lease/Maint.- Copier Machine
066007	11/7/2018	Toshiba Financial Services	\$ 548.56	Copier Lease
066008	11/7/2018	United Site Services of California, Inc.	\$ 14,103.87	Buildg Maint.- FBO Hangar Area
066009	11/15/2018	American Assn of Airport Exec	\$ 275.00	Renew AAAE - Affiliate Dues
066010	11/15/2018	Adamski Moroski	\$ 5,314.18	Legal Service
066011	11/15/2018	Aflac	\$ 502.02	Voluntary Ins. - Employee
066012	11/15/2018	AT&T	\$ 41.99	Phone Service
066013	11/15/2018	Barnes & Thornburg	\$ 4,950.00	AAAE Storm Water Progam
066014	11/15/2018	Bartlett, Pringle & Wolf	\$ 1,210.00	Computer Support
066015	11/15/2018	Blueglobes, Inc.	\$ 1,560.24	Lighting & Nav Aid Maint.
066016	11/15/2018	Brayton's Power Wash & Sweep	\$ 500.00	Street Sweeping
066017	11/15/2018	Carquest Auto Parts	\$ 150.42	Auto Maint. - Mechanical
066018	11/15/2018	Central City Tool Supply, Inc.	\$ 77.13	Small Tools
066019	11/15/2018	Consolidated Electrical Distributors, Inc.	\$ 113.42	Lighting Maintenance
066020	11/15/2018	Clark Pest Control	\$ 660.00	Pest Control - Terminal & Adm.
066021	11/15/2018	Fastenal Company	\$ 134.35	Shop Supplies
066022	11/15/2018	Fedak & Brown LLP	\$ 6,500.00	Annual Audit
066023	11/15/2018	Kerry Fenton	\$ 1,755.61	Travel Expense Reimbursement
066024	11/15/2018	Frontier Communications	\$ 1,355.11	Telephone Service
066025	11/15/2018	Joe Hernandez	\$ 40.00	Reimbursement
066026	11/15/2018	J B Dewar, Inc	\$ 485.18	Fuel Expense - Gas/Diesel
066027	11/15/2018	J.D. Humann Landscape Contr.	\$ 4,155.66	Landscape Maintenance
066028	11/15/2018	Keylock Security Specialists	\$ 2,335.58	Maint.- Access Control System
066029	11/15/2018	Card ServiceCenter	\$ 14,702.67	Business Travel & Enter.
066030	11/15/2018	Pacific Telemanagement Services	\$ 227.92	Pay Phone Service
066031	11/15/2018	PATHPOINT	\$ 1,273.86	Airport Maintenance Service
066032	11/15/2018	Pacific Gas & Electric Company	\$ 609.26	Terminal/Admin,/Main Hangar
066033	11/15/2018	Hugh Rafferty	\$ 29.58	Reimbursement
066034	11/15/2018	ReadyRefresh by Nestle	\$ 79.73	Water Delivery
066035	11/15/2018	Santa Barbara Cnty Special District Assoc.	\$ 300.00	Monthly Chapter Dinner
066036	11/15/2018	Service Star	\$ 11,589.63	Janitorial Service
066037	11/15/2018	S Lombardi & Assoc., Inc.	\$ 18,575.50	Airport Advertising
066038	11/15/2018	Santa Maria Times	\$ 226.76	Annual Subscription
066039	11/15/2018	Smith's Alarms & Electronics Inc.	\$ 630.00	Fire Alarm Service
066040	11/15/2018	South Coast Emergency Vehicle Services	\$ 106.95	Heavy Equip.Maint.- Mechanical
066041	11/15/2018	VTC Enterprises	\$ 60.00	Trash - Paper Recycling

**Total Checks Written: \$ 256,470.79**

**Electronic Payments**

11/13/2018	CALPERS	\$ 4,003.28
11/13/2018	CalPERS	\$ 13,252.93
11/14/2018	CalPERS	\$ 955.67

**Total Electronic Funds Transfers: \$ 18,211.88**

**Total Funds Dispersed \$ 274,682.67**



# 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	5,626	17,070	(11,444)
71110-455	Electricity - Hotel Ramp	369	1,088	(719)
71120-150	ARFF Services	195,709	720,330	(524,621)
71220-100	Signs		1,600	(1,600)
71310-100	Lighting & Nav Aid Maintenance	1,040	11,125	(10,085)
71323-100	Runway Generator Maintenance	175	3,250	(3,075)
71330-100	Pavement - Runways & Taxiways		8,200	(8,200)
71331-100	Pavement - Ramps & Tiedowns	1,893	10,850	(8,957)
71340-100	Drainage Maintenance	884		884
71345-100	Weed/Wildlife Abatement	29,192	34,070	(4,878)
71350-100	Fencing & Gates		4,300	(4,300)
72100-200	Electricity - Hangars	60		60
72110-200	Electricity - Hangars	6,861	21,374	(14,513)
72130-200	Water/Sewer - Hangar	522	4,606	(4,085)
72150-200	Emergency Phones - Hangars	545	1,296	(751)
72250-200	Landscape Supplies - Hangars	157		157
72260-200	Landscaping Hangar Area	1,624	6,528	(4,904)
72290-200	Miscellaneous Hangar Supplies		700	(700)
72300-200	Building Maintenance - Hangar Area	1,435	8,900	(7,465)
72310-200	Lighting Maintenance - Hangars	365	7,000	(6,635)
72311-200	Janitorial Sv Hangar Area	6,196	13,860	(7,664)
72328-200	Fire Extinguisher Service - Hangar		1,500	(1,500)
72331-200	Pavement - Ramp - Hangars	4,000	11,250	(7,250)
72350-200	Fencing & Gates		3,050	(3,050)
72445-200	Fire Alarm Service - Hangars	315	3,260	(2,945)
72480-200	Waste Oil Removal - Hangars	832	1,500	(668)
73700-721	Owner Build - Water/Sewer	278	713	(435)
73700-722	Owner Build - Electricity	52	229	(176)
73700-723	Owner Build - Restroom Janitorial	840	2,520	(1,680)
73700-724	Owner Build - Maintenance		1,000	(1,000)
74110-203	Electricity - Main Hangar	12,519	29,581	(17,063)
74110-204	Utilities - 3940 Mitchell Rd.	56	316	(260)
74120-203	Gas- Main Hangar	160	495	(336)
74130-125	Water/Refuse - Paint Hangar	1,211	4,863	(3,652)
74130-203	Water/Refuse - Main Hangar	1,794	6,857	(5,063)
74150-125	Emergency Phone Lines - Paint Hangar	701	2,096	(1,395)
74150-203	Emergency Phone Lines - Main Hangar	165	655	(490)
74260-400	Landscaping - FBO	254	996	(742)
74300-400	Building Maintenance - FBO Hangar Area	8,795	10,350	(1,555)
74311-203	Janitorial Sv Main Hangar & FBOs	840	2,520	(1,680)
74311-218	FBO - Water/Refuse/Sewer	889	3,758	(2,869)
74315-400	Fire Sprinkler Maintenance		2,500	(2,500)
74331-400	Pavement - Ramps & Tiedowns		2,000	(2,000)
74340-400	Drainage Maintenance		1,500	(1,500)

# 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)
74350-400	Fencing & Gates	3,955	22,800	(18,845)
74445-125	Fire Alarm Service - Paint Hangar	105	420	(315)
74445-203	Fire Alarm Service - Main Hangar	105	420	(315)
75110-249	Electricity - Terminal	35,556	97,330	(61,774)
75120-249	Gas - Terminal	255	5,847	(5,592)
75130-249	Water/Refuse/Sewer - Terminal	5,280	22,839	(17,559)
75150-249	Emergency Phone Lines - Terminal	2,231	7,421	(5,190)
75150-250	Pay Phone Service - Terminal	1,140	2,735	(1,595)
75150-300	Audio & Video Monthly Charges	822	2,280	(1,458)
75220-250	Signs	461	2,000	(1,540)
75255-250	Janitorial Sv Terminal Area	31,504	95,712	(64,208)
75260-250	Landscaping - Terminal	7,125	28,644	(21,519)
75290-250	Miscellaneous Supplies	771		771
75300-249	Building Maint. - Terminal	6,329	35,700	(29,371)
75300-339	Building Maint. - Fire Station	706	5,730	(5,024)
75310-240	Lighting Maint. - Terminal Area Streets	131	500	(369)
75310-249	Lighting Maint. - Terminal	1,562	4,000	(2,438)
75310-339	Lighting Maint. - Fire Station		100	(100)
75320-249	Equipment Maint. - Terminal	31		31
75323-249	Emergency Generator Maint. - Terminal	175	1,500	(1,325)
75323-339	Emergency Generator Maint. - Fire Station	175	2,000	(1,825)
75333-250	Pavement - Roads - Terminal Area	1,950	10,000	(8,050)
75350-250	Fencing & Gates - Terminal	533	2,000	(1,467)
75465-249	Automatic Door Maintenance	1,700	3,000	(1,300)
75475-249	Interior Plant Service - Terminal	1,100	3,300	(2,200)
75700-740	Sig Items - Terminal Accessories		6,360	(6,360)
75700-761	Firefighting Equipment		11,750	(11,750)
76110-300	Electric - Street Lights	573	3,049	(2,476)
76110-310	Electric - Retention Dam Pumps	730	4,834	(4,103)
76140-300	Recycled Water		2,250	(2,250)
76220-250	Signs	135	1,000	(865)
76260-300	Landscaping - Revenue Generating Land	2,362	9,476	(7,114)
76290-300	South Well Repairs		500	(500)
76310-300	Street Light Maintenance		500	(500)
76340-300	Drainage Maintenance	1,900	3,000	(1,100)
76345-300	North Well Repairs		1,500	(1,500)
76350-300	Fencing & Gates		2,500	(2,500)
76360-300	Storm water Retention Facilities	436	3,400	(2,964)
76700-750	MHP - Employee Related Expenses	22,964	92,799	(69,835)
76700-752	MHP - Maintenance	7,772	33,955	(26,183)
76700-753	MHP - MHP Liability Insurance	242	6,350	(6,108)
76700-754	MHP - Utilities	44,527	162,840	(118,313)
76700-755	MHP - Property Management	7,050	30,000	(22,950)
76700-757	MHP - General and Admin. Expense	4,363	15,500	(11,137)

# 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)
87010-451	General Manager	50,891	161,661	(110,771)
87010-452	Manager of Operations and Maintenance	30,045	92,234	(62,189)
87010-453	Manager of Finance and Administration	30,045	92,234	(62,189)
87010-454	Operations Officer	17,206	52,681	(35,475)
87010-455	Administrative Assistant	17,844	56,445	(38,600)
87010-456	Maintenance Foreman	23,941	73,494	(49,553)
87010-457	Maintenance Workers III	21,482	65,959	(44,476)
87010-458	Maintenance Worker I	23,516	69,642	(46,126)
87010-459	Maintenance Worker II	14,346	45,379	(31,033)
87010-460	Accounting Clerk	32,618	88,904	(56,286)
87010-462	Receptionist	12,797	39,187	(26,389)
87020-473	Longevity Pay	6,425	18,736	(12,312)
87020-474	On Call Pay		8,000	(8,000)
87030-481	Medicare Tax	4,669	12,536	(7,867)
87030-482	Medical Insurance	84,292	251,492	(167,200)
87030-483	Dental Insurance	6,372	11,641	(5,270)
87030-484	Auto Allowance	3,923	12,000	(8,077)
87030-485	Life Insurance	986	3,960	(2,974)
87030-486	Disability Insurance	3,828	7,113	(3,285)
87030-487	PERS Retirement	68,604	213,787	(145,183)
87030-488	Worker's Compensation	16,342	16,231	112
87030-489	Employee Vision Coverage	880	1,526	(646)
87030-495	Unemployment Claims	1,955		1,955
87110-150	Electricity - Shop	1,033	2,906	(1,873)
87110-217	Electricity - Administration Building	4,412	14,510	(10,099)
87120-150	Gas - Shop	81	252	(170)
87120-217	Gas - Administration Building	109	803	(693)
87130-150	Water/Refuse - Shop	903	3,230	(2,327)
87130-217	Water/Sewer - Administrative Building	352	1,508	(1,156)
87130-500	Water - Landscaping	10,679	26,824	(16,146)
87140-500	Trash - Paper Recycling	841	720	121
87160-501	Cellular Phone	4,536	14,510	(9,974)
87160-502	Security Phone Lines	303	1,032	(729)
87160-504	Administration Office - Monthly Service	1,460	6,670	(5,210)
87160-505	Administration Office - Toll Calls	584	2,172	(1,588)
87160-507	Administration Office - Fax Line	360	1,431	(1,072)
87160-509	Tower & Fire Station	889	2,871	(1,982)
87160-510	Shop Phone	591	2,351	(1,760)
87160-511	Answering Service	994	3,413	(2,419)
87210-500	Security Supplies		3,400	(3,400)
87230-500	Janitorial Supplies	2,530	8,622	(6,092)
87240-500	Small Tools	1,825	9,042	(7,217)
87260-150	Shop Supplies	1,221	4,550	(3,329)
87270-531	Fuel Expense - Gas/Oil	4,096	10,031	(5,935)

# 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)
87270-532	Fuel Expense - Diesel Fuel/Oil	9,097	13,254	(4,157)
87275-500	Solvent	1,181	549	632
87280-546	First Aid	330	549	(219)
87280-547	Safety Equipment	1,513	3,506	(1,993)
87280-548	Training Supplies		600	(600)
87286-500	Uniform Service	1,843	5,962	(4,119)
87290-500	Sundries	1,249	4,700	(3,451)
87300-150	Building Maintenance - Shop	80	3,650	(3,570)
87300-217	Building Maintenance - Admin. Building	813	7,920	(7,107)
87321-150	Equipment Maintenance - Shop	273	750	(477)
87322-500	Radio Maintenance	483	3,053	(2,570)
87324-521	Copier	3,543	7,931	(4,389)
87324-522	Maintenance - Computer	73		73
87324-523	Maintenance - Postage Machine	361	1,448	(1,087)
87328-500	Fire Extinguisher Service		1,400	(1,400)
87360-536	Automotive Maintenance - Mechanical	1,727	8,000	(6,273)
87360-537	Automotive Maintenance - Tires		4,000	(4,000)
87370-541	Heavy Equipment Maintenance	2,494	14,415	(11,921)
87370-542	Heavy Equipment - Tires		2,500	(2,500)
87370-543	ARFF Vehicle Maintenance	7,230	21,000	(13,770)
87380-554	Fuel System - Fire Alarm Service	105	540	(435)
87400-500	Directors Fees	3,000	21,000	(18,000)
87412-500	Payroll Processing Fees	1,550	4,773	(3,223)
87414-500	Annual Audit	8,128	27,750	(19,622)
87420-500	Legal Counsel Services	13,303	74,976	(61,673)
87440-500	Security Service	99,366	448,503	(349,137)
87442-500	Security Services Contingencies	1,400		1,400
87443-500	Security Sys Maint & Repairs	9,412	16,000	(6,588)
87450-500	Janitorial Service - Admin	3,780	11,567	(7,787)
87470-500	Landscaping Services	1,102	4,488	(3,386)
87472-500	Landscaping Contingencies	175	5,000	(4,825)
87475-500	Internet/Web Page Maintenance	9,002	20,497	(11,495)
87510-562	Bank Charges - Service Charges	4,087		4,087
87520-566	Freight & Common Carrier	305	473	(168)
87520-567	Postage	446	1,800	(1,354)
87520-568	Printing & Stationery		1,200	(1,200)
87520-570	Misc. Office Supplies	1,460	15,071	(13,612)
87520-572	Books & Publications	1,267	500	767
87530-581	Computer Supplies	634	18,220	(17,586)
87530-583	Computer Support Services	59,328	67,270	(7,942)
87540-600	Dues and Memberships	570	4,822	(4,252)
87540-601	Dues -AAAE	3,425	4,600	(1,175)
87540-603	Dues - SWAAAE	95	475	(380)
87540-605	Dues - Chamber of Commerce	8,000	8,000	(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)
87540-606	Dues - National Notary Association		150	(150)
87540-607	Dues - CSDA	6,965	6,388	577
87540-608	Dues - Storm Water Monitoring		4,950	(4,950)
87540-610	Costco Membership	180	165	15
87540-618	Santa Maria Times		150	(150)
87540-628	Pro-rata Share of LAFCO Budget	4,391	4,391	(0)
87600-596	Advertising - Legal		1,000	(1,000)
87600-599	Advertising - Airport Advertising	12,728	56,500	(43,772)
87610-100	Depreciation - Landing Area		1,530,508	(1,530,508)
87610-200	Depreciation - Hangar Area		145,853	(145,853)
87610-250	Depreciation - Terminal Area		360,107	(360,107)
87610-300	Depreciation - Revenue Generating Land		242,685	(242,685)
87610-400	Depreciation - Main Hangar & FBO		56,683	(56,683)
87610-500	Depreciation - Administration		147,029	(147,029)
87620-692	Emergency Exercises		500	(500)
87630-591	Insurance - Airport Liability		20,000	(20,000)
87630-592	Insurance - Auto, Fire, Property		74,643	(74,643)
87630-595	Insurance - General Liability		31,883	(31,883)
87650-643	Permits	526	2,993	(2,467)
87650-646	Storm Water Permits		1,283	(1,283)
87660-500	Education	1,125	9,000	(7,875)
87670-500	Business Travel & Entertainment	25,303	56,618	(31,315)
87679-500	Employee Recognition	245	3,500	(3,255)
87700-791	Sig Items - Training Live Burn		24,000	(24,000)
88680-681	SM Chamber Economic Development	36,300	36,300	0
88680-685	Central Coast Air Fest	36,065	15,000	21,065
88680-691	Planning & Marketing	4,500	25,000	(20,500)
88680-692	Consulting Services - Mktg Aviation Related	595	64,830	(64,235)
88680-693	Consulting Services - Contingencies	19,141	102,550	(83,409)
88680-697	Prior Period Refund of Overpayment	2,123		2,123
Total		1,406,331.65	7,120,555.32	(5,714,223.67)

**Santa Maria Public Airport District**

**For the For Months Ending August 31, 2018**

**Revenues**

<b>Account Number</b>	<b>Account Description</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over/(Under) Budget</b>
61100-052	Landing Fees - Ameriflight	1,383	1,795	( 412 )
61100-053	Landing Fees - U.S. Forest Service	2,776	6,833	( 4,057 )
61100-054	Landing Fees - Federal Express	1,105	1,139	( 34 )
61100-055	Landing Fees - Allegiant Air	3,650	3,860	( 210 )
61110-052	Tiedowns - Ameriflight	320	212	108
61110-054	Tiedowns - Federal Express	638	638	-
61110-059	FBO Tiedowns	108		108
61130-093	Comm Veh Access - Federal Express	1,842	1,842	-
61130-094	Comm Veh Access - UPS	696	695	1
61140-152	Fuel Flowage Fees - Self Serve	1,010	1,164	( 153 )
61140-154	Fuel Flowage Fees - CC Jet Center, LLC	7,454	14,228	( 6,773 )
62210-005	T-Hangar 3005 Airpark	7,170	7,175	( 5 )
62210-009	T-Hangar 3009 Airpark	4,158	4,615	( 457 )
62210-011	T-Hangar 3011 Airpark	3,996	4,437	( 441 )
62210-019	T-Hangar 3019 Airpark	4,440	4,437	3
62210-023	T-Hangar 3023 Airpark	3,987	4,615	( 628 )
62210-027	T-Hangar 3027 Airpark	3,192	4,553	( 1,361 )
62210-031	T-Hangar 3031 Airpark	4,720	4,553	167
62210-039	T-Hangar 3039 Airpark	6,630	6,616	14
62210-103	T-Hangar 3103 Airpark	8,772	7,405	1,367
62210-107	T-Hangar 3107 Airpark	5,018	5,405	( 387 )
62210-109	T-Hangar 3109 Airpark	4,180	4,171	9
62210-111	T-Hangar 3111 Airpark	3,852	4,273	( 421 )
62220-035	Corporate T-Hangar 3035 Airpark	6,066	6,592	( 526 )
62230-005	T-Hangar Storage 3005 Airpark	972	976	( 4 )
62230-009	T-Hangar Storage 3009 Airpark	328	325	3
62230-011	T-Hangar Storage 3011 Airpark	788	343	445
62230-019	T-Hangar Storage 3019 Airpark	172	171	1
62230-023	T-Hangar Storage 3023 Airpark	164	163	1
62230-027	T-Hangar Storage 3027 Airpark	1,232	321	911
62230-031	T-Hangar Storage 3031 Airpark	160	321	( 161 )
62230-035	T-Hangar Storage 3035 Airpark	330	330	0
62230-039	T-Hangar Storage 3039 Airpark	972	976	( 4 )
62230-107	T-Hangar Storage 3107 Airpark	286	325	( 39 )
62230-109	T-Hangar Storage 3109 Airpark	140	141	( 1 )
62230-111	T-Hangar Storage 3111 Airpark	320	321	( 1 )
62240-001	Corporate Hangars 3001 Airpark	7,388	7,387	1
62240-029	Corporate Hangars 3029 Airpark	8,140	8,145	( 5 )
62240-105	Corporate Hangars 3105 Airpark	8,678	9,676	( 998 )
62240-115	Corporate Hangars 3115 Airpark		4,192	( 4,192 )
62240-117	Corporate Hangars 3117 Liberator		5,919	( 5,919 )
62240-118	Corporate Hangar 3043 Airpark	9,436	9,443	( 7 )
63310-100	Owner Build Hangar - Land (Sm)	1,071	1,125	( 54 )
63310-101	Owner Build Hangars - Land (Lg)	1,857	1,949	( 93 )
64410-177	Main Hangar - Artcraft Paints	7,933	7,933	( 1 )

**Santa Maria Public Airport District**

**For the For Months Ending August 31, 2018**

**Revenues**

<b>Account Number</b>	<b>Account Description</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over/(Under) Budget</b>
64410-178	Main Hangar - Unity Courier Services	370	370	0
64410-180	Main Hangar - J Bourdony Photo	582	582	-
64410-183	Main Hangar - S B Cellular	4,428	4,527	( 100 )
64410-184	Pleinaire Design	2,224	2,223	1
64410-185	Main Hangar - Art-Craft Suites 119-128	7,776	7,776	( 0 )
64420-105	Corporate Hangar FBO 3105 Airpark	1,382		1,382
64420-115	Corporate Hangar FBO 3115 Airpark	2,287	4,192	( 1,906 )
64420-117	Corporate Hangar FBO 3117 Liberator	5,106	5,919	( 813 )
64420-119	Corporate Hangar FBO 3119 Liberator	1,396	1,395	1
64420-121	Corporate Hangar FBO 3121 Liberator	1,336	1,337	( 1 )
64420-125	Corporate Hangar FBO 3125 Liberator (P)	8,738	8,738	( 0 )
64420-409	Corporate Hangar FBO 3409 Corsair	11,196	11,196	-
64420-410	U.S. Forest - Land Use Revenue	6,180	6,667	( 486 )
64420-438	Corporate Hangar FBO - CALSTAR	1,996	1,997	( 1 )
64420-439	Corporate Hangar FBO CC Jet Center	8,518	8,518	-
64420-440	Corporate Hangar FBO 3950 Mitchell	3,318	3,317	1
64420-442	Corporate Hangar FBO 3944 Mitchell	2,962	2,962	( 0 )
64420-443	Corporate Hangar FBO 3940 Mitchell	6,374	6,375	( 1 )
64420-444	Corporate Hangar FBO Arctic Air	7,432	7,432	-
64420-445	CC Jet Center Self Serve	550	350	200
64420-447	Rotocraft Leasing - Parking Lot	2,220	2,220	( 0 )
64420-448	MOF 3015/3025 Airpark Drive	424	418	6
64420-449	CCJC Lease - sublease Los Padres Disp	636	636	( 0 )
64420-450	CCJC (GA Terminal)	1,916	1,916	-
64459-203	Utility Reimbursement - Main Hangar	5,806	4,528	1,278
65000-100	Vehicle Access Fee - Uber	1,700		1,700
65510-251	Terminal - TSA Lease	15,617	15,617	-
65510-252	Terminal - Restaurant	5,134	6,305	( 1,171 )
65510-255	Terminal - Allegiant Air, Inc.	368	368	-
65510-256	Terminal -Central Coast Shuttle	4,164	4,164	-
65510-257	PFC Revenue	17,782	13,611	4,171
65510-262	ARINC	300	301	( 1 )
65520-265	Terminal Concessions - Avis	19,550	16,166	3,384
65520-266	Terminal Concessions - Budget	5,168	4,491	677
65520-267	Terminal Concessions - Hertz	11,932	10,808	1,124
65520-268	Terminal Concessions - Enterprise	7,186	11,251	( 4,065 )
65520-274	Terminal Vending Machines	278	313	( 34 )
65530-217	Adminstrative Board Room	80	187	( 107 )
65530-307	Avis Service Center	1,886	1,885	1
65559-249	Utility Reimbursements - Terminal	1,039	445	595
65559-336	TSA - LEO Reimbursement	1,620	4,800	( 3,180 )
66120-080	Vehicle Training Area/Special Events	1,175		1,175
66120-083	Santa Maria Karting	1,100	1,100	-
66610-361	Farm Land - Castellanos	23,527	23,555	( 29 )
66610-362	Grazing Land - R. Michel	391	358	33

**Santa Maria Public Airport District**

**For the For Months Ending August 31, 2018**

**Revenues**

<b>Account Number</b>	<b>Account Description</b>	<b>Actual YTD</b>	<b>Budget YTD</b>	<b>Over/(Under) Budget</b>
66610-363	Grazing Land - Mc Gray & Jokela	234	235	( 1 )
66610-364	Master Lease - Mahoney Brothers - CJJ	3,411	5,411	( 2,000 )
66610-365	Farm Land - Gresser	84,599	87,282	( 2,683 )
66610-366	Grazing Land - Verlade	537	537	-
66620-201	Airport Business Park	23,200	23,200	-
66620-320	Pioneer Park	322	322	-
66620-455	Commercial Land - Hotel	35,626	30,725	4,901
66620-500	Verizon Land Lease	4,000		4,000
66630-381	Village Mobile Home Park	73,443	73,822	( 380 )
67910-921	Misc Income - Late Charges		1,167	( 1,167 )
67910-924	Misc Income -Clerical	1		1
67910-931	Misc Income - Rebates - PG&E		1,000	( 1,000 )
67910-951	Misc Income - Airport Access Card	4,935	1,333	3,602
69010-951	Interest Income	10,752	6,808	3,944
69110-936	AIP 36 Reimbursement		1,027,133	( 1,027,133 )
69310-965	Tax Revenues		254,208	( 254,208 )
	Total Revenue	585,739	1,886,232	( 1,292,493 )





**MEMORANDUM**

Santa Maria Public Airport District

November 19, 2018

TO: Board of Directors

FROM: Manager of Finance and Administration

SUBJECT: Budget Deviation #1 for 2018 - 2019 Budget

It is recommended that the 2018 - 2019 Budget be amended to include the following changes:

Expenses			Proposed Budget Amount	Current Budget Amount	Increase/ (Decrease)
1.)	87510-562	Bank Charges - Service Charges	\$11,500	\$0	\$11,500
		Total	<u>\$11,500</u>	<u>\$0</u>	<u>\$11,500</u>

- 1.) The District began accepting credit card payments last fiscal year. The account was not included in the budget template and was overlooked during the budget period. The proposed number is based on last year's actual number.

Approved: \_\_\_\_\_  
Veroneka Reade, Manager of Finance and Administration

Recommended: \_\_\_\_\_  
Chris Hastert, General Manager

Approved Board Meeting  
of November 19, 2018 \_\_\_\_\_  
Carl Engel, Secretary



11/19/18

Agenda Item  
7  
11/19/18

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

**Subject: Authorization for two staff members to attend the Mead and Hunt Air Service Conference to be held March 5-7, 2019 in Phoenix, AZ.**

**Summary**

Pursuant to our ongoing efforts to regain air service with a major hub carrier, and upon the recommendation of our Air Service Consultant, we request approval to attend the Mead and Hunt Air Service Conference. Several Airlines will be available to meet and confer with District staff.

**Budget**

	Attendees	Days	Rate	Total
Hotel stay	2	2	\$272.50	\$1,090.00
Meals	2	3	\$60.00	\$360.00
Airfare	2		\$399.00	\$798.00
Transportation			\$21.00	\$42.00
Registration	2		\$999.00	\$1,998.00
<b>Total:</b>				<b>\$4,288.00</b>

**Overall Impact:**

Approved 2018-2019 Budget for Business Travel	\$56,618.00
Previously Approved Business Travel	\$46,237.20
Current Balance for Business Travel	\$10,380.80
Amount of this Request	\$4,288.00
Balance Remaining if Approved	\$6,092.80

**Recommendation**

Staff recommends the board authorize this travel in an attempt to improve air service.

Please let me know if you have any questions:

Sincerely,

Chris Hastert, CM  
General Manager

**CONSULTING SERVICES AGREEMENT**  
*PRELIMINARY ENGINEERING, ENGINEERING DESIGN, BIDDING,*  
*CONSTRUCTION AND COMPLETION PHASE SERVICES*  
FOR  
**TERMINAL APRON REHABILITATION, PHASE 2**  
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT

By this Agreement, dated \_\_\_\_\_, between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and **Tartaglia Engineering**, a *Sole Proprietorship*, (herein called "Consultant"), District retains Consultant to perform certain *engineering and design services*.

**WITNESSETH**

In consideration of the mutual covenants, conditions, and promises contained herein below, District and Consultant agree as follows:

**1. SCOPE OF AGREEMENT**

District hereby hires Consultant to assist District's General Manager in providing services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Consultants Scope of Work and Compensation". Consultant agrees to perform said services and accept the compensation set forth in said Exhibit "A".

**2. TIME OF PERFORMANCE**

Performance of the services hereunder by Consultant will commence within 10 days of receipt of a written Notice to Proceed from District. All work shall be finished to the satisfaction of the District within the Time For Performance presented in Exhibit "A".

**3. COMPENSATION**

District shall compensate Consultant in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Consultant shall bill District monthly with an itemized invoice detailed to nearest one-half (1/2) of an hour of all services performed and authorized expenses, other than incidental office expenses, incurred during the preceding month. Compensation rates shall be reviewed on an annual basis.

**4. MATERIALS AND DOCUMENTS**

District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, reports, and other documents, data and work products produced or resulting from the services of Consultant. Consultant may retain copies for its files.

Consultant shall bear the cost and expense of all facilities, equipment, materials, supplies, documents, publications and other expenses or items used or needed or incurred by Consultant in the performance of the services hereunder, except as otherwise specifically provided.

**5. ASSIGNMENT**

This Agreement or any interest herein shall not be assigned by Consultant.

**6. INDEPENDENT CONTRACTOR**

The parties intend that Consultant shall be an independent contractor in performing the services provided by this Agreement. District is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Consultant. Consultant is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Consultant are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Consultant is free to contract for similar services to be provided to others while under contract with the District, provided there is no actual or perceived conflict of interest. District's General Manager shall have the right, in his sole discretion, to determine if a conflict of interest exists.

**7. PRIOR APPROVAL OF DISTRICT**

Consultant shall not incur any obligations or provide any services for District without first obtaining approval therefore from a majority of District's Board of Directors at a publicly noticed meeting of the Board or from District's General Manager. The District's General Manager is authorized to review and approve Consultants bills.

**8. CONSULTANTS RECORDS**

Full and complete records of Consultant's services and expenses and records between District and Consultant shall be kept and maintained by Consultant and shall be retained by Consultant for three (3) years after District makes final payment to Consultant hereunder. District, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books of account, documents, papers, and records of Consultant which are directly pertinent to Consultant's work hereunder.

**9. TERMINATION**

This Agreement may be terminated by either party without cause upon the giving of thirty (30) days written notice to the other. In the event of such termination by the District, Consultant shall not be entitled to further compensation from District, other than for services previously approved and completed.

**10. SUSPENSION OR ABANDONMENT OF PROJECT**

District may at any time suspend or abandon any project or any part thereof. In the event District should determine to suspend or abandon all or any part of any project, it shall give written notice thereof to Consultant, who shall immediately terminate all work

upon that portion of the project suspended or abandoned in the notice. Within thirty (30) days of the date of notice of suspension or abandonment, District shall pay to Consultant, as full and final settlement, compensation for all of Consultant's services performed and costs and expenses incurred prior to receipt of notice of suspension or abandonment in a prorated amount equal to the proportion that the Consultant's services rendered to the date of receipt of such notice bears to the total compensation the Consultant would have received in accordance with Exhibit "A" had the project been completed.

**11. INSURANCE** Consultant shall, at Consultant's expense, take out and maintain during the duration of this Agreement, the following types and amount of insurance insuring Consultant and Consultant's officers and employees:

Automotive and Public Liability and Property Damage Insurance: Automobile liability and comprehensive general liability insurance, including public liability, property damage liability, and contractual liability coverage, providing bodily injury, death and property damage liability limits of not less than \$1,000,000 for each accident or occurrence.

Professional Errors and Omissions Insurance. Professional errors and omissions insurance with liability limits of not less than \$1,000,000 per occurrence.

Before or concurrently with the execution of this Agreement, Consultant shall file with the District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after the District shall have received notification by registered or certified mail from the insurance carrier. Each certificate and policy shall bear an endorsement providing contractual liability coverage for this Agreement. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

**12. CERTIFICATION OF CONSULTANT**

Consultant agrees to complete, execute and deliver to District upon execution of this agreement a certificate in the form and content of Exhibit "B" attached hereto and incorporated herein. Consultant agrees to comply with the conditions and provisions of the certificate.

**13. INDEMNITY**

Consultant shall defend (with counsel acceptable to District), indemnify and hold harmless District, its directors, officers, employees, agents and representatives 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 and cause of action of whatever character which District may incur, sustain or be subjected to arising out of or in any way connected with the services or work to be performed by Consultant, or arising from the negligence, act or omission of Consultant, its officers and

employees, provided, however, that Consultant is not hereby indemnifying and holding District harmless for liability or loss occasioned, caused or suffered by the sole active negligence of District or its willful misconduct.

**14. EXTRA SERVICES**

There will be no payment for extra services by Consultant unless it is expressly authorized by the District's General Manager or a majority of the Board of Directors. Compensation for any extra services shall be in accordance with Exhibit "A" attached hereto and incorporated by this reference.

**15. RIGHT TO AMEND**

This Agreement shall be subordinate to the provisions of any existing or future agreement between District and the United States by which District obtains federally-owned surplus property or federal aid for the improvement, operation, and/or maintenance of the airport. If the Federal Aviation Administration or any other federal agency requires modifications or changes in this Agreement as a condition for the granting of funds for the improvement of the air terminal or lands and improvements covered by its laws, rules, or regulations, Consultant agrees to consent to the amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be required to obtain such funds. This right to amend will not affect payment to Consultant for previously approved expenses and completed services.

**16. 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: 3217 Terminal Drive, Santa Maria, California 93455

Consultant: Tartaglia Engineering  
7360 El Camino Real, Suite E, Atascadero, CA 93422

Any party may at any time change its address for such notice by giving written notice of such change to the other parties. Any notice provided for herein shall be deemed delivered upon being addressed and 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.

**17. ATTORNEY'S FEES**

In the event either party hereto commences any legal action or proceeding against the other party to perform or keep any term, covenant or condition of this Agreement to be kept or performed by the other party, the party prevailing in such action shall be entitled to recover court costs and a reasonable attorney's fee to be fixed by the court.

**18. OTHER CONSULTING SERVICES**

District reserves the right to contract with Consultant or other consulting firms for professional consulting services on a project-by-project or other basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed.

Dated: \_\_\_\_\_

**Santa Maria Public Airport District**

Approved as to Content:

Approved:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
(name), President

Approved as to Form:

Approved:

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
(name), Vice-Secretary

**Consultant**

*Tartaglia Engineering*

Approved:

\_\_\_\_\_  
*John A. Smith, P.E., Owner*

The following Attachments are fully incorporated into this Agreement through reference here, and together with this Agreement, constitute the full Professional Services Agreement:

Exhibit "A": Scope of Services, Detailed Fee, Hourly Rate Schedule, Time for Performance

Exhibit "B": Certification of Consultant

Exhibit "C": FAA Airport Consultant Contract Requirements

Exhibit "D": Sub-Consultant Documentation

Exhibit "E": Detailed Compensation Worksheet



## **SCOPE OF PROJECT**

The focus of the project is the existing terminal apron at Santa Maria Airport. The current apron is of asphalt concrete construction, over a section of aggregate base, over prepared native material. Other than localized repairs, the most recent overall maintenance activity to the apron was a slurry seal applied in 1998. In general, the apron has served the airport well, however pavement failure both from the top down and from the bottom up is occurring with greater frequency. Recent shifts in airport operations including the runway extension, is leading towards more frequent use of the facility by larger and heavier aircraft. The combination of larger aircraft and aged – failing structural section, has prompted the Airport District to address the apron through a rehabilitation effort.

The Airport District successfully reconstructed the northwest portion of the terminal apron with a recent FAA grant. The area of reconstruction was 300' by 440' (132,000 square feet). This project is similar to the previous undertaking. The extent of design for this project was 300' by 550' feet, however due to funding limitations, the extent of construction will be 300' by 350'. A gap of older asphalt pavement apron will remain between the area of this reconstruction and that of the first project. The focus of this is to place the new concrete apron where it is needed most, being the location where the larger aircraft park.

In addition to rehabilitating the designated project area, improvements will be designed in anticipation of rehabilitation of the gap area between this project and the recently completed project to the northwest, and the Hotel Apron at some point in the future.

Major components of the project:

1. Remove existing structure through an on-site recycling effort.
2. Earthwork and subgrade preparation.
3. Construction of new structural sections using recycled material, aggregate base, and portland cement concrete surfacing.
4. Pavement marking and striping.
5. Shoulder backing.

Improvements are to be constructed in two phases, to facilitate and support ongoing operations concurrent with construction activities.

Unlike the previous (first) phase, this contract is for professional services related to all five phases: Preliminary, Design, Bidding, Construction, and Completion. The FAA grant is documented as "construct and reimburse design". In that spirit, the Design and Bidding Phase efforts are complete at this point, and construction is about to commence.

## **SCOPE OF SERVICES**

**Preliminary Phase:** Work within the Preliminary Phase is complete. Services included:

- A. Hold a project kick-off meeting workshop with District staff. Review all aspects of the project including work scope, timeline, and budget. Review all aspects of apron use.
- B. Establish and maintain open communication with the District and with the FAA regarding project scope, costs, and schedule.
- C. Prepare and submit a FAA grant application for the work of this grant (preliminary, design, bidding, construction, completion).
- D. Perform a detailed site inspection in advance of design. Become familiar with site conditions, issues, and constraints.
- E. Prepare and present a Categorical Exclusion (Cat-Ex) for the proposed project.
- F. Prepare preliminary design of the proposed improvements.
- G. Prepare a preliminary construction cost estimate for the project, based on the scope of the preliminary design.
- H. Present the preliminary design and associated cost estimate to District staff in an informal project review meeting. Gain District approval before proceeding to Design Phase.

It should be noted that the topographic survey to support the design of improvements, along with the geotechnical investigation, were both performed for this area under the professional services contract for the first terminal apron rehabilitation contract. These items are typically included in the Preliminary Phase of design projects.

**Design Phase:** Work within the Design Phase is complete. Services included:

- A. Prepare construction ready plans for the proposed improvements. Drawings shall provide plan, profile, and section views of proposed improvements, construction notes, and details all as adequate and necessary to facilitate a complete understanding of project requirements.
- B. Prepare technical specifications and contract documents, incorporating FAA and District technical and contractual documents into the specification booklet.
- C. Present plans and specifications to the District at the 90% and 100% complete levels.
- D. Update the construction cost estimate to reflect completed documents.
- E. Prepare a Preliminary Engineer's Report in accordance with FAA guidelines.
- F. At such time as the plans and sequencing of construction operations are fully understood and agreed upon, prepare and submit to the FAA through the 7460 upload process, a Construction Safety Plan. Monitor progress on the approval of the plan. Perform revisions if necessary to gain FAA approval.
- G. Upon District approval of plans, specifications, estimate, report, and request to bid, submit documents to FAA for approval and authorization to proceed with project bidding.
- H. Prepare an FAA grant application for construction of improvements, based on the engineers cost estimate, as a 'place-holder' application.

**Bidding Phase:** Work within the Bidding Phase is complete. Services included:

Upon receipt of written Notice to Proceed from the District, and FAA approval of the project plans and specifications (contract documents), work will begin on the Bidding Phase.

- A. Prepare and submit in paper and electronic file format a Notice Inviting Sealed Bids to the District for distribution and publication.
- B. Duplicate plans and specifications and make electronic file copies on CD's.
- C. Schedule, chair, and take minutes at a Pre-Bid Job Walk.
- D. Answer contractor questions during the Bidding Phase in a fair and impartial, timely manner.
- E. Prepare and distribute addenda if necessary.
- F. Attend and play an active role in the bid opening.
- G. Review bids for accuracy and completeness. Prepare a detailed bid result summary table.
- H. Prepare a written summary description of the bidding process and a recommendation for award of contract.
- I. Prepare a revised grant application to the FAA reflecting bids received.

**Construction Phase**

Tartaglia Engineering, together with Earth Systems Pacific, will provide the following services during the Construction Phase of this project:

- A. Prepare agenda, chair, and take minutes at a Pre-Construction Conference.
- B. Construction contract administration:
  - 1. Review contractor schedule, submittals, and shop drawings.
  - 2. Prepare responses to RFI's and other contractor questions.
  - 3. Prepare and process Requests for Proposals and Proposals, and negotiate and prepare Change Orders, if necessary.
  - 4. Attend and facilitate periodic construction progress meetings. Take and distribute minutes.
  - 5. Review, provide input and concurrence, and approve periodic contractor pay requests.
  - 6. Review contractor-provided wage reports and benefit statements. Review employee interview forms, compare with standards and documents provided by the employer, and compare for compliance.
- C. Construction inspection and over-site:
  - 1. Active, full-time inspection of contractor operations.
  - 2. Provide airport safety and security construction input and direction.
  - 3. Prepare daily inspection reports monitoring men and equipment, work accomplished, materials delivered, materials testing, airport safety and security compliance, weather and working conditions, and documenting dialog and interaction with the contractor.
  - 4. Provide field engineering and plan and specification interpretation.

5. Provide input at periodic construction progress meetings.
6. Monitor and log contract time, including contract extensions and suspensions, should they occur.
7. Photo document all work.
8. Perform employee interviews in the field for compliance with prevailing wage requirements.
9. Prepare and submit weekly construction progress reports to the owner and FAA.
- D. Construction survey and layout:
  1. Generate survey data points and control points based on the cad files created during the design of improvements.
  2. Set local control throughout the work area for use in performing construction survey and layout.
  3. Respond to contractor requests for survey and layout. Provide horizontal and vertical control using industry-standard means for conveying stated information.
    - a. Limits of work – sawcut.
    - b. Limits of cut.
    - c. Subgrade and aggregate base grades, including blue-top staking of the 'field'.
    - d. Pavement grade (concrete and asphalt), at periodic stations.
    - e. Pavement marking and shoulder backing.
  4. Provide survey data / cut sheets to the contractor in paper table format and cad file if requested.
- E. Construction materials testing (Earth Systems Pacific):
  1. Establish standard performance curves for subgrades throughout the project, for comparison with contractor performance.
  2. Perform density and moisture content tests on native subgrade and imported aggregate base. Perform aggregate base gradation tests and material integrity tests for compliance with approved submittals.
  3. Perform concrete slumps, cylinders, and beams for portland cement concrete used on the project.
  4. Support the asphalt pavement testing and monitoring program with active participation in materials testing and performance documentation.
  5. Provide summary reports of all testing activities.

### **Completion Phase**

Tartaglia Engineering will provide the following services during the Completion Phase of this project:

- A. Participate in a Preliminary Final Inspection. Prepare a Punch List documenting all remaining and outstanding items and issues. Participate in a follow-up Final Inspection.
- B. Prepare as-built drawings of record, incorporating data provided from the contractors marked-up set of plans.
- C. Establish all final pay quantities. Prepare and process any Balancing Change Orders.

- D. Prepare a Final Engineer's Report, documenting all construction activities and the successful completion of the undertaking. Include photo documentation of the work and all materials testing results.
- E. Provide and perform support to the owner in the preparation of all outstanding FAA documentation including preparation of a de-obligation letter and final FAA certifications. Provide requested documentation to the FAA and owner.

## TIME FOR PERFORMANCE

Tartaglia Engineering provided and performed the work of the Preliminary, Design, and Bidding Phases in accordance with the schedule discussed with staff, consistent with the FAA schedule for receipt of a grant "based on bids".

Tartaglia Engineering will perform the services of the Construction and Completion Phases according to the following:

Pre-Construction Conference:	October, 2018
Notice to Proceed (with construction):	October, upon receipt of FAA authorization
Construction:	130 working-day contract, to May 3, 2019
Completion Phase:	Within 60 days of construction acceptance

## COMPENSATION SUMMARY

All services identified in the Scope of Services Section of this Exhibit, **Preliminary Phase**, on a Time and Materials Basis, Not to Exceed Sixty-Two Thousand, Seven Hundred Twenty-Six Dollars (\$62,726.00).

All services identified in the Scope of Services Section of this Exhibit, **Design Phase**, on a Time and Materials Basis, Not to Exceed Seventy-Six Thousand Sixteen Dollars (\$76,016.00).

All services identified in the Scope of Services Section of this Exhibit, **Bidding Phase**, on a Time and Materials Basis, Not to Exceed Nine Thousand Five Hundred Ten Dollars (\$9,510.00).

All services identified in the Scope of Services Section of this Exhibit, **Construction Phase**, on a Time and Materials Basis, Not to Exceed Four Hundred Thirty-Two Thousand Six Hundred Fifty-Seven Dollars (\$432,657.00).

All services identified in the Scope of Services Section of this Exhibit, **Completion Phase**, on a Time and Materials Basis, Not to Exceed Fifteen Thousand Six Hundred Sixty-Eight Dollars (\$15,668.00).

Total Agreement Compensation, Not to Exceed: \$596,577.00

(The budget for Professional Services identified in the federal grant application is \$608,924.00.

### **TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE**

Professional Engineer .....	\$128.00 per hour
Licensed Land Surveyor .....	\$123.00 per hour
Civil Engineer .....	\$119.00 per hour
Project Manager.....	\$87.00 per hour
Engineer Technician .....	\$79.00 per hour
Environmental Coordinator / CPESC .....	\$79.00 per hour
Engineer-In-Training .....	\$67.00 per hour
Draftsman .....	\$67.00 per hour
Inspector:	
Day, Straight Time .....	\$112.00 per hour
Day, Overtime .....	\$137.00 per hour
Night, Straight Time .....	\$119.00 per hour
Night, Overtime .....	\$141.00 per hour
(Minimum night shift = 4 hours)	
Engineering Aide .....	\$58.00 per hour
Clerical.....	\$46.00 per hour
Survey Party:	
One Man (with robotic) .....	\$169.00 per hour
Two Man.....	\$218.00 per hour
Three Man.....	\$253.00 per hour

***Compensation to surveyors and construction inspectors  
shall be in accordance with Prevailing Wage requirements.***

Direct expenses shall be reimbursed as follows:

Mileage .....	\$0.55 per mile
Per diem .....	\$140.00 per man-day
Reproduction, postage, express mail shipping, advertising .....	At Cost
Sub-consultant services.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

**CERTIFICATION OF CONSULTANT**

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm . Tartaglia Engineering , a *Sole Proprietorship*, whose primary address is . 7360 El Camino Real, Suite E, Atascadero, CA 93422 , and that neither I nor the firm I represent has:

- A. Employed or retained for commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above firm) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above firm) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the contract, except as herein expressly stated (if any):

For Engineering contracts, I hereby certify that I am a registered and California licensed civil engineer.

License Number: RCE 46852 .

I acknowledge and accept the FAA Airport Consultant Contract Requirements presented in Exhibit "C" of this Agreement, and will support their implementation and compliance in our firm and with all sub-consultant firms serving this Agreement.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(John A. Smith, P.E., Owner)

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL  
REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to



enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

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RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

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#### ACCESS TO RECORDS AND REPORTS

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

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#### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

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#### TRADE RESTRICTION CLAUSE

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

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

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

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

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

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

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#### TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

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

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

a. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

b. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

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

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

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BANNING TEXTING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**Professional services contract provisions apply to lead consultant and sub-consultant members / teams.**

**SUB-CONSULTANT DOCUMENTATION**

In performing the work of this contract, Tartaglia Engineering will be assisted by the following firms in the areas indicated:

*Construction Materials Testing*

***Earth Systems Pacific  
Santa Maria & San Luis Obispo***

The Earth Systems Pacific Fee Proposal is included in its entirety as part of this Exhibit "D". Total number of pages to this Exhibit = 19



# Earth Systems

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805.544.3276 | [www.earthsystems.com](http://www.earthsystems.com)

May 16, 2018

*(Revised June 21, 2018)*

Mr. John Smith  
Tartaglia Engineering  
P.O. Box 1930  
Atascadero, CA 93423

Proposal No.: SLO-18-05-014

PROJECT: SANTA MARIA AIRPORT  
TERMINAL APRON RECONSTRUCTION – PHASE 2  
SANTA MARIA, CALIFORNIA

SUBJECT: Revised Proposal to Provide Construction Testing Services

REF.: 1) Request for Professional Services Proposal, Santa Maria Airport, Terminal Apron Reconstruction, by Tartaglia Engineering, dated May 14, 2018

2) Anticipated Project Schedule, Santa Maria Airport, Terminal Apron Reconstruction – Phase 2, by Tartaglia Engineering, Emailed June 21, 2018

3) Plans and Specifications for Santa Maria Public Airport District, Terminal Apron Reconstruction – Phase 2, by Tartaglia Engineering (IN PROGRESS)

Dear Mr. Smith:

As per your RFP and anticipated schedule (Ref. Nos. 1 and 2), we are pleased to submit the following revised proposal to provide construction testing services for Phase 2 of the Santa Maria Airport Terminal Apron Reconstruction Project. We understand that this phase of work will consist of the reconstruction of the existing terminal apron, from the existing southeasterly limits and extending in a northwesterly direction toward the recently completed Phase 1 portion of the project. This phase will have no retaining walls or other facilities similar to the Phase 1 portion of the project. The full extent of the Phase 2 project will be dependent on the potential award of Additive Alternates A and B; these two alternates involve extending the work area from the Base Bid area toward the Phase 1 area. The scope of work is similar for the Base Bid and Alternates A and B, and involve the following elements per Ref. No. 3:

- Removal of the existing structural section through a grind, load and haul-off effort.
- Earthwork including over-excavation, embankment and subgrade preparation.
- Construction of an aggregate base (AB) course.



- Construction of a lean concrete base (LCB) course.
- Construction of a 14-inch thick Portland cement concrete (PCC) slab
- Construction of a PCC utility slab over existing underground utilities (where applicable).
- Construction of a match and join asphalt concrete (AC) pavement transition

We understand that the base bid per Ref. No. 3 is a 120-day work schedule, and that the two additive alternates will be 30 days each. We also understand that the project could start in September 2018, however there is a potential that it could not start until April 2019. As directed, this proposal is based on the assumption that the start will be in April 2019, and that the schedule will proceed per Ref. No. 2. At this time, an exact construction schedule is not available, therefore we have made several assumptions regarding a possible construction schedule and the amount of testing that will be required to meet the schedule. We understand that all work will be scheduled during the day, however there may be some days with early AM (before 0700) start times for concrete placement. This project is subject to the California Prevailing Wage law.

Our proposed scope of services is based on our understanding of the project plans and specifications (Ref. No. 2), and on our understanding of our testing responsibilities. Please review this proposed work scope and inform the undersigned if it does not appear to address all items requiring testing services for this project.

Our proposed scope of work is as follows:

A. Construction Testing Services

1. Field density testing by a soil special inspector to determine relative compaction of SG and AB in the apron and transition paving areas prior to placement of LCB, PCC and/or AC. Compaction testing of backfill for utility lines, if needed, will also be provided. Testing will be performed using nuclear-source equipment (ASTM D 6938). Relative compaction will be determined by comparing the field data to the results of laboratory maximum density-optimum moisture tests (ASTM D 1557).
2. Sampling and testing of AB for gradation.
3. Sampling and testing of P-306 LCB for compressive strength testing, and testing of cores provided by the contractor for thickness.
4. Sampling and testing of P-501 PCC for air content, slump and flexural strength, and testing of cores provided by the contractor for thickness.





5. Sampling and testing of P-610 PCC for air content, slump and compressive strength.
6. Sampling and testing of P-403 AC for air voids, stability, flow, in-place density and compaction during production, and, in addition, oil content and gradation during the test strips. All lab tests will be completed in our mobile laboratory at the site.

**B. Testing Conditions**

Estimated fees are based on the following conditions:

1. In general, all testing and inspection services will be performed during regular working hours (7:00 a.m. to 5:00 p.m., Monday through Friday). Early start times (approximately 1/2 of the shift) have been assumed for P-501 PCC placement. An allowance has also been made for Saturday pick-up of concrete samples on several occasions. All laboratory charges are based on normal (non-rush) turnaround time. Services provided beyond normal working hours, and on a rush turnaround basis, will be subject to an overtime or rush rate.
2. Security training and badging will be provided by airport personnel for our primary technician at no cost. All other ESP personnel (e.g., relief technicians or sample pick-up technicians) will be fully escorted so that security badging will not be required.
3. Only one type of imported P-209 AB will be utilized on the project.
4. The client will provide copies of the plan sheets in CAD format for our use in preparation of reports.
5. The contractor will be responsible for the following: all material qualification tests and submittals; coring and repair of LCB, PCC and AB for testing per Ref. No. 1; curing facilities for all LCB and PCC samples; PCC profilograph testing; AC mix design; and all contractor's QC testing.
6. The clients' inspector will be responsible for inspection of reinforcing steel placement in all PCC, surface tolerance testing, and general construction inspection and project management.
7. One final report will be submitted for SB and AB compaction testing at the end of the project. Separate final reports will be submitted for LCB and P-501 PCC testing.
8. If one or both additive alternates are selected, project management and report writing will be combined, to the extent applicable, to provide reports that include all test results.



C. Fees

Estimated fees for our services are as follows:

**I. BASE BID**

**1. Project Management and Job Meetings**

Project Management-Engineer	22 hours @ \$180.00/hour .....	\$3,960.00
Mileage (assumes 4 Engineer visits from main SLO Office)		
	240 miles @ \$0.75/mile.....	180.00
Project Management-Inspector	4 hours @ \$125.00/hour .....	500.00
CA PW Payroll Prep	11 weeks @ \$75.00/week .....	<u>825.00</u>
<b>Subtotal, Project Management and Job Meetings</b>		<b>\$5,465.00</b>

**2. Compaction Testing**

Per Ref. No. 2, we have assumed that approximately 31 days will be needed for compaction testing for subgrade and P-209 AB. We propose to provide full-day visits (including travel) for 2/3 of the 31 days (total of 20 days), and 3/4-day visits for the balance of the 31 days (total of 11 days).

Soil Special Inspector (20 full days)	160 hours @ \$120.00/hour .....	\$19,200.00
Mileage (SM Inspector @ 20/visit)	400 miles @ \$0.75/mile.....	300.00
Soil Special Inspector (11 partial days)	66 hours @ \$120.00/hour .....	7,920.00
Mileage (SM Inspector @ 20/visit)	220 miles @ \$0.75/mile.....	165.00
Nuclear Density Tests	200 tests @ \$10.00/test .....	2,000.00
P-209 AB Sieve Analyses (incl. disp.)	16 tests @ \$207.00/test .....	3,312.00
Maximum Density Tests (incl. disp.)	12 tests @ \$247.00/test .....	2,964.00
Specific Gravity Tests (P-209 AB)	6 tests @ \$135.00/test .....	<u>810.00</u>
<b>Subtotal, Compaction Testing</b>		<b>\$36,671.00</b>

**3. P-306 Lean Concrete Base (LCB) Sampling and Testing**

Per Ref. No. 2, we have assumed 5 full days for LCB placement, which will require sampling and testing for compressive strength, and measurement of cores secured by the contractor to determine section thickness. We have assumed 4 sublots per day of LCB placement, with 5 compressive strength samples (6 x 12 size) per sublot.

Samples will be tested at 7 days, and at other days as determined by the engineer, however weekend (OT) testing will not be required. An allowance has also been made for Non-PW pick-up and delivery of compressive strength for weekends and days when a technician may not be on the site for other services, if needed.



Concrete Technician (5 full days)	40 hours @ \$120.00/hour.....	\$4,800.00
Mileage (SM Inspector @ 20/visit)	100 miles @ \$0.75/mile .....	75.00
Compressive Strength Tests	100 tests @ \$35.00/test.....	3,500.00
Compressive Strength Sample Disposal	100 tests @ \$2.00/test.....	200.00
Lab Technician – Core Measurement	2 hours @ \$85.00/hour.....	170.00
Core Sample Disposal	20 cores @ \$2.00/test.....	40.00
Sample Pick-up/Delivery (Weekday)	8 hours @ \$85.00/hour.....	680.00
Sample Pick-up/Delivery (Weekend - OT)	4 hours @ \$127.50/hour.....	510.00
Sample Pick-up Mileage (SM lab 20/visit)	120 miles @ \$0.75/mile .....	<u>90.00</u>
<b>Subtotal, P-306 LCB Sampling and Testing.....</b>		<b>\$10,065.00</b>

#### 4. P-501 Portland Cement Concrete (PCC) Sampling and Testing

Per Ref. No. 2, we have assumed 17 full days for P-501 PCC placement, which will require sampling and testing for flexural strength, unit weight of flexural strength samples, and measurement of cores secured by the contractor to determine pavement thickness. Samples will be tested in the following sequence: 1 at 7 days, 2 at 28 days, and 1 hold, or as directed by the client, however weekend (OT) testing will not be required. We have assumed 4 sublots per day of PCC placement, with 4 flexural strength samples per subplot. An allowance has been made for early (prior to 0700) start time for PCC placement, and for daily (Non-PW) pick-up of flexural strength samples and delivery to our San Luis Obispo laboratory.

Concrete Tech. (17 days, half shift after 0700)	68 hours @ \$120.00/hour.....	\$8,160.00
Concrete Tech. (17 days, half shift before 0700)	68 hours @ \$180.00/hour.....	12,240.00
Mileage (SM Inspector @ 20/visit)	340 miles @ \$0.75/mile .....	255.00
Flexural Strength Tests	272 tests @ \$105.00/test.....	28,560.00
Flexural Strength Sample Disposal	272 tests @ \$2.00/test.....	544.00
Lab Technician – Core Measurement	6 hours @ \$85.00/hour.....	510.00
Core Sample Disposal	68 cores @ \$2.00/core.....	136.00
Sample Pick-up/Delivery (Weekday)	48 hours @ \$85.00/hour.....	4,080.00
Sample Pick-up/Delivery (Weekend - OT)	20 hours @ \$127.50/hour.....	2,550.00
Flatbed Truck for Beam Transport	17 days @ \$110.00/day.....	1,870.00
Sample Pick-up Mileage (SLO lab 60/visit)	1,020 miles @ \$0.75/mile .....	<u>765.00</u>
<b>Subtotal, P-501 PCC Sampling and Testing .....</b>		<b>\$59,670.00</b>



## 5. P-403 Asphalt Concrete (AC) Sampling and Testing

Per Ref. No. 2 we will provide acceptance testing for P-403 AC for 2 production shifts only (no test strips). We understand the contractor will be responsible for all acceptance testing of aggregates, the design of the AC mix, and quality control testing at the plant during AC production. The AC testing proposed in the following paragraph is for plant-produced material typically provided in conjunction with the design engineer's inspections, with the exception of smoothness and grade, which will be determined by the engineer or others. Our mobile laboratory will be used at the site to test AC samples for Marshall flow, stability, air voids and density. Results will be provided to the construction team members as soon as they are available. To determine asphalt content of the AC during the test strips, we will utilize the ignition oven in our San Luis Obispo laboratory; the residue of the ignition sample will be tested for gradation. Asphalt content testing during regular production is part of the contractor's Quality Control Program. We have assumed that all core density samples for the AC will be secured in a random manner by the contractor, and provided to our mobile laboratory personnel for testing. The contractor will be responsible for repairing all core locations. We have assumed that a secure location will be provided at the airport, with suitable power and water hookups, for location of our mobile laboratory. Due to the phasing schedule and potential time lag between AC placement days, we have assumed two mobilizations and demobilizations of our mobile laboratory for this portion of our services. We have also assumed that AC will be supplied from Santa Maria.

### Technician, Field Laboratory

Mobilization (RT) 16 hrs. @ \$120.00/hr..... \$1,920.00

### Laboratory Mobilization

Mileage 120 miles @ \$0.75/mile..... 90.00

### Technician, Field Laboratory

De-Mobilization (RT) 16 hrs. @ \$120.00/hr..... 1,920.00

### Laboratory De-Mobilization

Mileage 120 miles @ \$0.75/mile..... 90.00

Support Truck 4 days @ \$110.00/day ..... 440.00

AC Testing, on site 2 days @ 8 hrs./day @ \$125.00/hr..... 2,250.00

AC Testing, on site (O.T.) 2 days @ 4 hrs./day @ \$187.50/hr..... 1,500.00

AC Testing, on site (D.T.) 2 days @ 2 hrs./day @ \$250.00/hr..... 1,000.00

Mileage 2 days @ 20 miles/visit @ \$0.75/mile..... 30.00

Mobile Lab Equipment Charge 2 days @ \$600.00/day ..... 1,200.00

**Subtotal, P-403 AC Sampling and Testing ..... \$10,440.00**



## 6. Report Preparation

### Compaction Testing Report

Technician-Non Prevailing Wage 4 hours @ \$85.00/hr.....\$340.00

Drafting-Non Prevailing Wage 15 hours @ \$85.00/hr.....1,275.00

Engineer 6 hours @ \$180.00/hr.....1,080.00

### LCB and PCC Testing

Engineer 22 hours @ \$180.00/hour .....3,960.00

### AC Testing and AC Mix Review

Engineer 8 hours @ \$180.00/hour .....1,440.00

**Subtotal, Report Preparation ..... \$8,095.00**

**ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, BASE BID ..... \$130,406.00**

## II. ADDITIVE ALTERNATE A

### 1. Project Management and Job Meetings

Project Management-Engineer 5 hours @ \$180.00/hour .....\$900.00

CA PW Payroll Prep 7 weeks @ \$75.00/week .....525.00

**Subtotal, Project Management and Job Meetings .....\$1,425.00**

### 2. Compaction Testing

Per Ref. No. 2, we have assumed 12 full days and 6 partial days for compaction testing of subgrade and AB.

Soil Special Inspector (12 full days) 96 hours @ \$120.00/hour ..... \$11,520.00

Soil Special Inspector (6 partial days) 36 hours @ \$120.00/hour .....4,320.00

Mileage (SM Inspector @ 20/visit) 360 miles @ \$0.75/mile.....270.00

Nuclear Density Tests 75 tests @ \$10.00/test .....750.00

P-209 AB Sieve Analyses (incl. disp.) 5 tests @ \$207.00/test .....1,035.00

Maximum Density Tests (incl. disp.) 2 tests @ \$247.00/test .....494.00

Specific Gravity Tests (P-209 AB) 1 test @ \$135.00/test.....135.00

**Subtotal, Compaction Testing .....\$18,524.00**

### 3. P-306 Lean Concrete Base (LCB) Sampling and Testing

Per Ref. No. 2, we have assumed 3 full days for LCB placement, which will require sampling and testing for compressive strength, and measurement of cores secured by the contractor to determine section thickness. We have assumed 4 sublots per day of LCB placement, with 5 compressive strength samples (6 x 12 size) per sublot.



Samples will be tested at 7 days, and at other days as determined by the engineer, however weekend (OT) testing will not be required. An allowance has also been made for Non-PW pick-up and delivery of compressive strength for weekends and days when a technician may not be on the site for other services, if needed.

Concrete Technician (3 full days)	24 hours @ \$120.00/hour.....	\$2,880.00
Mileage (SM Inspector @ 20/visit)	60 miles @ \$0.75/mile .....	45.00
Compressive Strength Tests	60 tests @ \$35.00/test.....	2,100.00
Compressive Strength Sample Disposal	60 tests @ \$2.00/test.....	120.00
Lab Technician – Core Measurement	1 hour @ \$85.00/hour .....	85.00
Core Sample Disposal	12 cores @ \$2.00/test.....	24.00
Sample Pick-up/Delivery (Weekday)	4 hours @ \$85.00/hour.....	340.00
Sample Pick-up/Delivery (Weekend - OT)	2 hours @ \$127.50/hour.....	255.00
Sample Pick-up Mileage (SM lab 20/visit)	60 miles @ \$0.75/mile .....	45.00
<b>Subtotal, P-306 LCB Sampling and Testing.....</b>		<b>\$5,894.00</b>

#### 4. P-501 Portland Cement Concrete (PCC) Sampling and Testing

Per Ref. No. 2, we have assumed 10 full days for P-501 PCC placement, which will require sampling and testing for flexural strength, unit weight of flexural strength samples, and measurement of cores secured by the contractor to determine pavement thickness. Samples will be tested in the following sequence: 1 at 7 days, 2 at 28 days, and 1 hold, or as directed by the client, however weekend (OT) testing will not be required. We have assumed 4 sublots per day of PCC placement, with 4 flexural strength samples per subplot. An allowance has been made for early (prior to 0700) start time for PCC placement, and for daily (Non-PW) pick-up of flexural strength samples and delivery to our San Luis Obispo laboratory.

Concrete Tech. (10 days, half shift after 0700)	
	40 hours @ \$120.00/hour.....\$4,800.00
Concrete Tech. (10 days, half shift before 0700)	
	40 hours @ \$180.00/hour.....7,200.00
Mileage (SM Inspector @ 20/visit)	200 miles @ \$0.75/mile .....150.00
Flexural Strength Tests	160 tests @ \$105.00/test.....16,800.00
Flexural Strength Sample Disposal	160 tests @ \$2.00/test.....320.00
Lab Technician – Core Measurement	4 hours @ \$85.00/hour.....340.00



Core Sample Disposal	40 cores @ \$2.00/core.....	80.00
Sample Pick-up/Delivery (Weekday)	24 hours @ \$85.00/hour.....	2,040.00
Sample Pick-up/Delivery (Weekend - OT)	16 hours @ \$127.50/hour.....	2,040.00
Flatbed Truck for Beam Transport	10 days @ \$110.00/day.....	1,100.00
Sample Pick-up Mileage (SLO lab 60/visit)	600 miles @ \$0.75/mile .....	<u>450.00</u>
<b>Subtotal, P-501 PCC Sampling and Testing .....</b>		<b>\$35,320.00</b>

#### 5. P-403 Asphalt Concrete (AC) Sampling and Testing

Per Ref. No. 2, we will provide acceptance testing for P-403 AC for an assumed single production shift. Due to the phasing schedule and potential time lag between AC placement days, we have assumed one mobilization and demobilization of our mobile laboratory for this portion of our services.

##### Technician, Field Laboratory

Mobilization (RT) 8 hrs. @ \$120.00/hr.....\$960.00

##### Laboratory Mobilization

Mileage 60 miles @ \$0.75/mile.....45.00

##### Technician, Field Laboratory

De-Mobilization (RT) 8 hrs. @ \$120.00/hr.....960.00

##### Laboratory De-Mobilization

Mileage 60 miles @ \$0.75/mile.....45.00

Support Truck 2 days @ \$110.00/day .....220.00

AC Testing, on site 1 day @ 8 hrs./day @ \$125.00/hr. ....1,000.00

AC Testing, on site (O.T.) 1 day @ 4 hrs./day @ \$187.50/hr. ....750.00

AC Testing, on site (D.T.) 1 day @ 2 hrs./day @ \$250.00/hr. ....500.00

Mileage 1 day @ 20 miles/visit @ \$0.75/mile .....15.00

Mobile Lab Equipment Charge 1day@\$600.00/day .....600.00

**Subtotal, P-403 AC Sampling and Testing .....**

**\$5,095.00**

#### 6. Report Preparation

##### Compaction Testing Report

Technician-Non Prevailing Wage 2 hours @ \$85.00/hr.....\$170.00



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Santa Maria Airport  
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(Revised June 21, 2018)

Drafting-Non Prevailing Wage	4 hours @ \$85.00/hr.....	340.00
Engineer	2 hours @ \$180.00/hr.....	360.00
LCB and PCC Testing		
Engineer	15 hours @ \$180.00/hour .....	2,700.00
AC Testing		
Engineer	2 hours @ \$180.00/hour .....	360.00
<b>Subtotal, Report Preparation .....</b>		<b>\$3,930.00</b>
<b>ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, ADDITIVE ALTERNATE A .....</b>		<b><u>\$70,188.00</u></b>

### **III. ADDITIVE ALTERNATE B**

#### **1. Project Management and Job Meetings**

Project Management-Engineer	5 hours @ \$180.00/hour .....	\$900.00
CA PW Payroll Prep	9 weeks @ \$75.00/week .....	<u>675.00</u>
<b>Subtotal, Project Management and Job Meetings .....</b>		<b>\$1,575.00</b>

#### **2. Compaction Testing**

Per Ref. No. 2, we have assumed 14 full days and 7 partial days for compaction testing of subgrade and AB.

Soil Special Inspector (14 full days)	112 hours @ \$120.00/hour .....	\$13,440.00
Soil Special Inspector (7 partial days)	42 hours @ \$120.00/hour .....	5,040.00
Mileage (SM Inspector @ 20/visit)	420 miles @ \$0.75/mile.....	315.00
Nuclear Density Tests	125 tests @ \$10.00/test .....	1,250.00
P-209 AB Sieve Analyses (incl. disp.)	16 tests @ \$207.00/test .....	3,312.00
Maximum Density Tests (incl. disp.)	4 tests @ \$247.00/test .....	988.00
Specific Gravity Tests (P-209 AB)	2 tests @ \$135.00/test .....	<u>270.00</u>
<b>Subtotal, Compaction Testing .....</b>		<b>\$24,615.00</b>

#### **3. P-306 Lean Concrete Base (LCB) Sampling and Testing**

Per Ref. No. 2, we have assumed 3 full days for LCB placement, which will require sampling and testing for compressive strength, and measurement of cores secured by the contractor to determine section thickness. We have assumed 4 sublots per day of LCB placement, with 5 compressive strength samples (6 x 12 size) per sublot.





Samples will be tested at 7 days, and at other days as determined by the engineer, however weekend (OT) testing will not be required. An allowance has also been made for Non-PW pick-up and delivery of compressive strength for weekends and days when a technician may not be on the site for other services, if needed.

Concrete Technician (3 full days)	24 hours @ \$120.00/hour.....	\$2,880.00
Mileage (SM Inspector @ 20/visit)	60 miles @ \$0.75/mile .....	45.00
Compressive Strength Tests	60 tests @ \$35.00/test.....	2,100.00
Compressive Strength Sample Disposal	60 tests @ \$2.00/test.....	120.00
Lab Technician – Core Measurement	1 hour @ \$85.00/hour .....	85.00
Core Sample Disposal	12 cores @ \$2.00/test.....	24.00
Sample Pick-up/Delivery (Weekday)	4 hours @ \$85.00/hour.....	340.00
Sample Pick-up/Delivery (Weekend - OT)	2 hours @ \$127.50/hour.....	255.00
Sample Pick-up Mileage (SM lab 20/visit)	60 miles @ \$0.75/mile .....	<u>45.00</u>
<b>Subtotal, P-306 LCB Sampling and Testing.....</b>		<b>\$5,894.00</b>

#### 4. P-501 Portland Cement Concrete (PCC) Sampling and Testing

We have assumed 16 full days for P-501 PCC placement, which will require sampling and testing for flexural strength, unit weight of flexural strength samples, and measurement of cores secured by the contractor to determine pavement thickness. Samples will be tested in the following sequence: 1 at 7 days, 2 at 28 days, and 1 hold, or as directed by the client, however weekend (OT) testing will not be required. We have assumed 4 sublots per day of PCC placement, with 4 flexural strength samples per subplot. An allowance has been made for early (prior to 0700) start time for PCC placement, and for daily (Non-PW) pick-up of flexural strength samples and delivery to our San Luis Obispo laboratory.

Concrete Tech. (16 days, half shift after 0700)	64 hours @ \$120.00/hour.....	\$7,680.00
Concrete Tech. (16 days, half shift before 0700)	64 hours @ \$180.00/hour.....	11,520.00
Mileage (SM Inspector @ 20/visit)	320 miles @ \$0.75/mile .....	240.00
Flexural Strength Tests	256 tests @ \$105.00/test.....	26,880.00
Flexural Strength Sample Disposal	256 tests @ \$2.00/test.....	512.00



Lab Technician – Core Measurement	4 hours @ \$85.00/hour.....	340.00
Core Sample Disposal	64 cores @ \$2.00/core.....	128.00
Sample Pick-up/Delivery (Weekday)	40 hours @ \$85.00/hour.....	3,400.00
Sample Pick-up/Delivery (Weekend - OT)	24 hours @ \$127.50/hour.....	3,060.00
Flatbed Truck for Beam Transport	16 days @ \$110.00/day.....	1,760.00
Sample Pick-up Mileage (SLO lab 60/visit)	960 miles @ \$0.75/mile .....	<u>720.00</u>
<b>Subtotal, P-501 PCC Sampling and Testing .....</b>		<b>\$56,240.00</b>

#### 5. P-403 Asphalt Concrete (AC) Sampling and Testing

We will provide acceptance testing for P-403 AC for an assumed single production shift. Due to the phasing schedule and potential time lag between AC placement days, we have assumed one mobilization and demobilization of our mobile laboratory for this portion of our services.

Technician, Field Laboratory		
Mobilization (RT)	8 hrs. @ \$120.00/hr.....	\$960.00
Laboratory Mobilization		
Mileage	60 miles @ \$0.75/mile.....	45.00
Technician, Field Laboratory		
De-Mobilization (RT)	8 hrs. @ \$120.00/hr.....	960.00
Laboratory De-Mobilization		
Mileage	60 miles @ \$0.75/mile.....	45.00
Support Truck	2 days @ \$110.00/day .....	220.00
AC Testing, on site	1 day @ 8 hrs./day @ \$125.00/hr. ....	1,000.00
AC Testing, on site (O.T.)	1 day @ 4 hrs./day @ \$187.50/hr. ....	750.00
AC Testing, on site (D.T.)	1 day @ 2 hrs./day @ \$250.00/hr. ....	500.00
Mileage	1 day @ 20 miles/visit @ \$0.75/mile .....	15.00
Mobile Lab Equipment Charge	1 day @ \$600.00/day.....	<u>600.00</u>
<b>Subtotal, P-401 AC Sampling and Testing .....</b>		<b>\$5,095.00</b>

#### 6. Report Preparation

##### Compaction Testing Report

Technician-Non Prevailing Wage	2 hours @ \$85.00/hr.....	\$170.00
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Tartaglia Engineering 13  
Santa Maria Airport  
Terminal Apron Reconstruction – Phase 2

May 16, 2018  
(Revised June 21, 2018)

Drafting-Non Prevailing Wage	4 hours @ \$85.00/hr.....	340.00
Engineer	2 hours @ \$180.00/hr.....	360.00
LCB and PCC Testing		
Engineer	18 hours @ \$180.00/hour .....	3,240.00
AC Testing		
Engineer	2 hours @ \$180.00/hour .....	360.00
<b>Subtotal, Report Preparation .....</b>		<b>\$4,470.00</b>

**ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, ADDITIVE ALTERNATE B .....\$97,889.00**

#### **IV. TESTING & INSPECTION ESTIMATE SUMMARY**

ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, BASE BID .....	\$130,784.00
ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, ADDITIVE ALTERNATE A .....	70,188.00
ESTIMATED TOTAL, CONSTRUCTION TESTING SERVICES, ADDITIVE ALTERNATE B .....	<u>97,889.00</u>
ESTIMATED TOTAL, BASE BID AND ADDITIVE ALTERNATES A AND B .....	<u>\$298,483.00</u>

Construction testing services will be invoiced on a monthly basis. Unit costs to develop the estimate for construction testing services are included in the attached Fee Schedule. Overtime work will be charged at 1.5 times the rates published in the attached Fee Schedule. Premium time work will be charged at 2 times the rates published in the attached Fee Schedule. Overtime and premium time work allowances have only be made as noted. All sampling and testing services will be subject to a 2-hour minimum charge, billed in 1-hour increments. Concrete core and compressive sample pick-ups returned to our Santa Maria laboratory will be charged at 2 hours at the noted rates. Concrete flexural sample pick-ups returned to our San Luis Obispo laboratory will be charged at 4 hours at the noted rates. The per visit mileage charge for technicians will be 20 miles from the Santa Maria office; the per visit mileage charge for engineers and for transportation of specific samples to our San Luis Obispo laboratory will be 60 miles. The fees noted above are estimates only; actual fees will be based on the time required to complete the required services in accordance with the unit prices listed above.

#### **CONDITIONS**

As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above for construction testing services are to be considered estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and services performed, and may be greater

BASE BID \$130,784.00  
BASE BID EXPAND \$25,000.00  
\$155,784.00



or less than the estimated amounts. This fee quotation will remain in effect through the end of the project, or until any changes in the published prevailing wage (PW) rates are made. If changes to the PW rates are published, the rates will be increased by the amount of the published increase only.

**DIR PUBLIC WORKS REGISTRATION NUMBERS**

Legal Name	Registration Number	License *	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	6/7/2018	6/30/2019

\*Professional Corporation License Number assigned by DIR March 27, 2015

The client is to supply the latest plans and specifications, and to notify us of any changes pertinent to the performance of our testing and observation services. The client or client's agent is responsible for contacting this firm when the project begins, and when specific testing services are required. Once construction is initiated, we will work with the site inspector to establish observation and testing schedules that will not interfere with the contractor's construction schedule. We will also make every effort to combine site visits for inspection and testing services where possible to reduce the total fees. Areas may be retested after rework, if required. Should unforeseeable conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change.

Fees for routine consultation to verify the progress of the work are included in the quotation. If situations occur that require consultation to address an unforeseen circumstance, such consultation will be invoiced accordingly.

Charges for retests or reinspections due to failing results, or when tests or inspections are requested but the contractor is not ready and does not cancel our personnel, are also not included in the estimate and will be billed at hourly rates. This firm will not be responsible for backcharging the contractor for retests or reinspections.

Based on our current work load, it is anticipated that our supervising Engineer for this project will be the undersigned. If the client finds the proposed scope of work, Terms for Services (attached), and fees satisfactory, the return of the attached Work Order, signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. This firm's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.



Tartaglia Engineering  
Santa Maria Airport  
Terminal Apron Reconstruction – Phase 2

15

May 16, 2018  
(Revised June 21, 2018)

Thank you for considering our firm for this project. If you have any questions, or if we can be of service in any way, please call this office at your convenience.

Sincerely,

Earth Systems Pacific

Fred J. Potthast, GE 2369  
Senior Vice President / Managing Principal

6/21/18

Attachments:    Work Order  
                      Terms  
                      SB 854 DIR and eCPR Compliance Information Request Form  
                      Fee Schedule

Doc. No.:        1805-073.PRP.REV/cr



# Earth Systems

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805.544.3276 | [www.earthsystems.com](http://www.earthsystems.com)

## WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

**Date:** May 16, 2018  
(Revised June 21, 2018) **Proposal Number:** SLO-18-05-014  
**Doc. Number:** 1805-073.PRP.REV

**Name of Project:** SANTA MARIA AIRPORT TERMINAL APRON RECONSTRUCTION – PHASE 2

**Order Received by:** Fred J. Potthast

**Client Name:** Tartaglia Engineering, Attn.: Mr. John Smith

**Client Address:** P.O. Box 1930, Atascadero, California

**Location of Project:** Santa Maria Airport, Santa Maria, California

**Scope of Services:** Per Proposal dated May 16, 2018 (Revised June 21, 2018)

**Fees to be Charged:** Per Proposal dated May 16, 2018 (Revised June 21, 2018)\*

I HAVE READ AND AGREE TO ALL TERMS OF THIS DOCUMENT, INCLUDING THE ATTACHED TERMS FOR SERVICES (7/2017).

### AGREED TO AND ACCEPTED:

#### Earth Systems Pacific

DIR Public Works Registration No. 1000003643

Fred J. Potthast, GE 2369  
Senior Vice President/Managing Principal

Date

PLEASE RETURN A SIGNED COPY  
TO EARTH SYSTEMS PACIFIC

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2018 Fee Schedule

## TERMS FOR SERVICES

**1. INVESTIGATION, MONITORING & INSPECTION** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

**2. SITE ACCESS & UTILITIES** Client has sole responsibility for securing site access and locating utilities.

**3. BILLING AND PAYMENT** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

**4. OWNERSHIP OF DOCUMENTS** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

**5. TERMINATION** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

**6. RISK ALLOCATION** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

**7. HAZARDOUS MATERIALS** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

**8. THIRD PARTIES AND ASSIGNMENT** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

**9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION** The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



# Earth Systems

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | Ph: 805.544.3276 | [www.earthsystems.com](http://www.earthsystems.com)

## Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

### **PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

<b>CLIENT'S PROJECT NAME</b>	
<b>DIR PROJECT ID (PWC-100)</b>	
<b>APPLICABLE BID ADVERTISEMENT DATE</b>	
<b>CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION</b>	Name: E-mail: Phone No.:
<b>LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?</b>	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

### **CLIENT'S BILLING REQUIREMENTS:**

<b>PURCHASE ORDER NO. (if applicable)</b>	
<b>ADDITIONAL INFORMATION REQUIRED ON INVOICES</b>	
<b>SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)</b>	
<b>ACCOUNTS PAYABLE CONTACT INFORMATION</b>	Name: E-mail: Phone No.:
<b>INVOICE DELIVERY METHOD</b>	E-mail:  Mailing Address:
<b>Date</b>	

Doc. No. 1805-073.PRP/pm

Rev.:12.19.17



**Terminal Apron Rehabilitation, Phase 2**  
Prelim, Design, Bid, Construct, Completion Phase Services

		Prof. Engr.	Land Survey.	Civil Engineer	Engineer Tech.	Drafts- man	Engin. Aide	Clerical	Survey 1-Man	Survey 2-Man	Inspect, ST	Inspect, OT	Inspect, Night - ST	Total
Task	Description	\$128.00	\$123.00	\$119.00	\$79.00	\$67.00	\$58.00	\$46.00	\$169.00	\$218.00	\$112.00	\$137.00	\$119.00	
	<b>Preliminary Phase</b>													
A - D	Kick off, research	8.0	2.0	8.0				2.0						\$2,314.00
E	Categorical Exclusion	2.0			16.0	5.0		1.0						\$1,901.00
F & H	Preliminary Design & Present	61.0	8.0	120.0	130.0	223.0	77.0	39.0	8.0					\$55,895.00
G	Preliminary Estimate	7.0		8.0		4.0								\$2,116.00
	Supplies, Postage													\$500.00
	<b>Sub-Total, Preliminay Phase</b>													<b>\$62,726.00</b>
	<b>Design Phase</b>													
A & B	Prepare Plans & Specifications	85.0	18.0	130.0	145.0	125.0	203.0	23.0						\$61,226.00
C	Present to District	4.0		4.0										\$988.00
D	Revise Estimate	4.0		6.0										\$1,226.00
E	Prepare Engineer's Report	8.0		32.0				8.0						\$5,200.00
F	Construction Safety Phasing Plan	4.0		8.0	32.0		15.0	6.0						\$5,138.00
G & H	Submit Documents, Prepare Ap	8.0		6.0										\$1,738.00
	Supplies, Postage													\$500.00
	<b>Sub-Total, Design Phase</b>													<b>\$76,016.00</b>
	<b>Bidding Phase</b>			2.0										
A	Prepare Notice							2.0						\$92.00
B	Duplicate Documents													\$0.00
C	Pre-Bid Job Walk	6.0		6.0										\$1,482.00
D & E	Questions. Prepare Adenda	2.0		6.0										\$970.00
F - H	Bid Open, Evaluate, Recommend	6.0		6.0				2.0						\$1,574.00
I	Revised Grant Application	8.0						8.0						\$1,392.00
	Supplies, Postage													\$4,000.00
	<b>Sub-Total, Bidding Phase</b>													<b>\$9,510.00</b>

**Terminal Apron Rehabilitation, Phase 2**  
Prelim, Design, Bid, Construct, Completion Phase Services

		Prof. Engr.	Land Survey.	Civil Engineer	Engineer Tech.	Drafts- man	Engin. Aide	Clerical	Survey 1-Man	Survey 2-Man	Inspect, ST	Inspect, OT	Inspect, Night - ST	Total
Task	Description	\$128.00	\$123.00	\$119.00	\$79.00	\$67.00	\$58.00	\$46.00	\$169.00	\$218.00	\$112.00	\$137.00	\$119.00	
	<b>Construction Phase</b>													
A	Pre-Construction Conference	8.0		8.0				4.0			4.0			\$2,608.00
B	Construction Administration	312.0		106.0				40.0						\$54,390.00
C	Construction Inspection	30.0		90.0	34.0						980.0	260.0	96.0	\$174,040.00
D	Survey and Layout		40.0		36.0			16.0	215.0					\$44,835.00
E	Materials Testing	ESP Proposal 6/21/18 (\$130,784.00) + Expansion (\$25,000.00)												\$155,784.00
	Supplies, Postage													\$1,000.00
	<b>Sub-Total, Construction Phase</b>													<b>\$432,657.00</b>
	<b>Completion Phase</b>													
A	Final Inspections & P. Lists	8.0		8.0							8.0			\$2,872.00
B	As-Built Plans	6.0		18.0		16.0		5.0						\$4,212.00
C	Final Pay Quantities & CO's			8.0							4.0			\$1,400.00
D	Final Engineer's Report	12.0		28.0				12.0						\$5,420.00
E	All Close-Out Documentation	4.0		4.0				6.0						\$1,264.00
	Supplies, Postage													\$500.00
	<b>Sub-Total, Completion Phase</b>													<b>\$15,668.00</b>
	<b>Total: Preliminary, Design, Bidding, Construction, and Completion Phase Services</b>													<b>\$596,577.00</b>

## **RESOLUTION NO. 869**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE SECTION 10010**

#### **RECITALS**

**WHEREAS**, the Board of Directors of the Santa Maria Public Airport District (the "District") are currently elected in "at-large" elections, in which each District member is elected by the registered voters of the entire District; and

**WHEREAS**, California Elections Code section 10010(e)(3)(A) permits the legislative body of a special district to change its method of election by ordinance from an "at-large" system to a "district-based" system in which each member of the legislative body is elected only by the voters in the district in which the candidate resides; and

**WHEREAS**, the District received a certified letter on October 15, 2018, from Kevin I. Shenkman, Esq., on behalf of his client Southwest Voter Registration Project asserting that the District's at-large electoral system violates the California Voting Rights Act ("CVRA") and threatening litigation if the District declined to adopt district-based elections; and

**WHEREAS**, a violation of the CVRA is established if it is shown that racially polarized voting occurs in elections (Elections Code section 14028(a)). "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code section 14026(e)); and

**WHEREAS**, the District denies that its election system violates the CVRA or any other provision of law and asserts that the District's election system is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its District's elections; and

**WHEREAS**, although the letter was not accompanied by any evidence to support the claim of a CVRA violation, the District has concluded that the public interest would be better served by transitioning to a district-based electoral system because: 1) the extraordinary cost to defend against a CVRA lawsuit, 2) the risk of losing such a lawsuit would require the District to pay prevailing plaintiffs attorneys' fees, and 3) reimbursable costs and attorneys' fees are capped at a maximum of \$30,000 by following the procedures set forth in Election Code section 10010 as amended by AB 350; and

**WHEREAS**, the District Board of Directors unanimously directed staff to commence the process to establish district-based elections; and

**WHEREAS**, the District has retained an experienced demographer and legal counsel to assist it in establishing a district-based electoral system.

**WHEREAS**, prior to the District's approval of a proposal to establish district boundaries for a district-based electoral system, California Elections Code section 10010 requires all of the following:

1. The District shall hold at least two (2) public hearings over a period of no more than thirty (30) days, at which the public will be invited to provide input regarding the composition of the districts before drawing a draft map or maps of the proposed boundaries of the districts.
2. After all draft maps are drawn, the District shall publish and make available for release at least one draft map and, if members of the District's Board of Directors will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be published.
3. The District shall also hold at least two (2) additional hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable.
4. The first version of a draft map shall be published at least seven (7) days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven (7) days before being adopted; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Santa Maria Public Airport District, as follows:

- A. The above recitals are true and correct.
- B. The Board of Directors hereby resolves to adopt a district-based election system as authorized by California Elections Code section 10010 for use in the District's General Municipal Election for Board of Directors beginning in November 2019.
- C. The Board of Directors hereby approves the tentative timeline contained in Exhibit A and attached hereto, for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map.
- D. The timeline contained in Exhibit A shall be subject to adjustment by the Board of Directors as it deems necessary, provided that such adjustments shall not prevent the District from meeting its goal of finalizing the change to district-based elections in time for the November 2019 elections.
- E. The General Manager shall consult with legal counsel to resolve all legal issues necessary to give effect to this Resolution.

**PASSED AND ADOPTED** at the Special meeting of the Board of Directors of the Santa Maria Public Airport District held on November 19, 2018 on Motion of Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, and carried by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

**ATTEST:**

---

Hugh Rafferty, President

---

Carl Engel, Secretary

**EXHIBIT “A”**

**TENTATIVE TIMELINE: ADOPTION OF “DISTRICT BASED” ELECTION METHOD**

<b>DATE</b>	<b>EVENT</b>	<b>COMMENT</b>
November 19, 2018	Resolution of Intention: The District Board adopts a resolution declaring its intention to transition to district-based elections.	CVRA Action cannot be commenced for 90 days.
November 20 – November 28, 2018	Public Outreach (optional but recommended)	Re: Process and public participation  NO MAPS YET DRAWN
December 13, 2018	1st Public Hearing	Re: Composition of Districts  NO MAPS YET DRAWN
December 18, 2018	2nd Public Hearing	Re: Composition of Districts  NO MAPS YET DRAWN <i>Special Meeting</i>
January 3, 2019	Publish draft maps and potential sequence of staggered elections	
January 10, 2019	3rd Public Hearing	Re: Review draft map(s)
January 17, 2019	Publish amended map(s), if any	
January 24, 2019	4th Public Hearing. If map selected, District Board may introduce ordinance establishing by-district elections	Re: Review draft map(s)
January 31, 2019	Publish amended map(s), if any	
February 7, 2019	5th Public Hearing. If map selected, District Board may introduce ordinance establishing by-district elections OR 2nd reading of ordinance	Re: Review draft map(s) OR Approve or defeat by-district election ordinance

<b>DATE</b>	<b>EVENT</b>	<b>COMMENT</b>
February 14, 2019	Final Public Hearing 2nd reading of ordinance establishing by-district elections	Re: Approve or defeat by-district election ordinance
February 17, 2019	DAY 90	
<b>November 3, 2020</b>	<b>First election using new by- district election system</b>	