



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

**Wednesday  
December 28, 2022**

**Administration Building  
Airport Boardroom  
9:00 A.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: Moreno, Adams, Baskett, Clayton, Brown,**

- 1. MINUTES OF THE REGULAR MEETING HELD DECEMBER 8, 2022.**
- 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**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
  - a) Demand Register**
  - b) Budget to Actual**
  - c) Financial Statements**
- 5. DISTRICT COUNSEL'S REPORT. (Joshua George and Natalie Frye Laacke)**

6. **PUBLIC SESSION:** Statements from the floor will be heard during public session. Request to Speak forms are provided for those wishing to address the board. After completing the form, please give it to the Clerk. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public are cordially invited to speak on agenda items as they occur. Staff reports covering agenda items are available for review in the offices of the General Manager on the Tuesday prior to each meeting. The Board will establish time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.
7. **AUTHORIZATION FOR THE GENERAL MANAGER TO REMOVE DIRECTORS CARL ENGEL AND HUGH RAFFERTY AS AUTHORIZED SIGNATURES ON THE ACCOUNT AT PACIFIC PREMIER BANK AND ADD DIRECTORS MORENO AND CLAYTON AS AUTHORIZED AGENTS.**
8. **AUTHORIZATION FOR ONE DIRECTOR AND ONE COMMUNITY MEMBER TO ATTEND THE MEAD & HUNT AIR SERVICE DEVELOPMENT CONFERENCE TO BE HELD JANUARY 31<sup>ST</sup> THROUGH FEBRUARY 2<sup>ND</sup>, IN PHOENIX, AZ.**
9. **AUTHORIZATION FOR THE AWARD OF THE REHABILITATE PARALLEL AND CONNECTING TAXIWAYS, PHASE 1 AND AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND GRANITE CONSTRUCTION COMPANY FOR THE REHABILITATE PARALLEL AND CONNECTING TAXIWAYS, PHASE 1 UPON DISTRICT COUNSEL'S REVIEW OF THE CONTRACT, INSURANCE, AND BONDS.**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND TARTAGLIA ENGINEERING FOR THE DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE REHABILITATE PARALLEL AND CONNECTING TAXIWAYS, PHASE 1 PROJECT.**
11. **PRESENTATION BY TOM WIDROE REGARDING U.S. CUSTOMS.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE CONTRACT BETWEEN THE DISTRICT AND RAVATT, ALBRECHT & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE REMODEL OF THE US CUSTOMS BUILDING.**
13. **AUTHORIZATION FOR TUITION REIMBURSEMENT FOR ONE STAFF MEMBER.**
14. **DISCUSSION AND DIRECTION TO STAFF REGARDING PROJECT MANAGEMENT FOR TOP PRIORITY PROJECTS.**
15. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
  - a) **Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)**
  - b) **Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: 1000 West Foster Road (Gov. Code Section 54956.8)**
  - c) **Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: 2989-C Airpark Drive (Gov. Code Section 54956.8)**

- d) **Conference with Real Property Negotiators (Kerry Fenton and District Counsel) Re: APN 111-231-007**
- e) **Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases.**
- f) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.**
- g) **Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskett v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.**
- h) **Pursuant to Government Code section 54957(b) Public Employee Appointment Title: General Manager**

**16. DIRECTORS' COMMENTS.**

**17. ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD  
MEETING OF THE BOARD OF DIRECTORS  
OF THE SANTA MARIA PUBLIC AIRPORT  
DISTRICT HELD DECEMBER 8, 2022

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting at the regular meeting place at 7:00 p.m. Present were Directors Moreno, Clayton, Brown, Adams, and Baskett. Interim General Manager Fenton, Manager of Finance & Administration Reade, and District Counsel George.

Directors Clayton and Moreno were sworn in by the clerk of the board.

1. Organizational meeting of the Board of Directors-election of officers pursuant to article 1, Section 5, of the official administrative code of the district.

Vice President Brown called the meeting to order and introduced Agenda Item 1. Director Adams set a slate and the motion was not carried. Director Clayton set a slate and the motion was not carried.

Director Brown set the following slate nomination:

Director Moreno for President; Director Adams for Vice President; Director Baskett for Secretary; and Director Clayton for Vice Secretary. Director Brown will hold the position of Director.

Director Adams seconded, and the motion was carried by a 4-1 vote. Directors Clayton, Moreno, Brown, and Adams voted "Yes". Director Baskett voted "No".

2. Appointment of members to committees and assignment to liaison positions.

President Moreno announced the 2023 Board of Directors Committee and Liaison Appointments as follows:

Aviation Support & Planning: Directors Brown & Adams  
Administration & Financial: Directors Brown & Moreno  
Marketing & Promotions: Directors Moreno & Clayton  
City & County Liaison: Directors Baskett & Moreno  
State & Federal Liaison: Directors Baskett & Clayton  
Vandenberg Liaison: Directors Clayton & Baskett  
Business Park Committee: Directors Adams & Brown

3. MINUTES OF THE SPECIAL MEETING HELD November 22, 2022. Director Adams made a motion to approve the minutes of the special meeting held November 22, 2022. Director Brown Seconded and it was carried by a 5-0 vote.

4. COMMITTEE REPORT(S):

- a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
- b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – Manager of Finance & Administration Reade and Director Brown met with Rick Wood of the CSDA.

- 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) – Interim General Manager Fenton met with the Business Park committee to discuss a re-zoning project. This will be discussed during closed session.

5. GENERAL MANAGER'S REPORT.

Interim General Manager Fenton and Tom Widroe met with Directors Moreno & Clayton to give them an overview of their new role. Interim General Manager Fenton and Mr. Widroe also had a meeting with Customs. There was a job walk for the Taxiway Rehab project. Interim General Manager Fenton attended the CAC conference in Oakland and also met with SkyWest Airlines in St. George, UT. Interim General Manager Fenton and Mr. Widroe met with ArtCraft to further discuss the Main Hanger and they also met with the City of Santa Maria to discuss Airpark Dr. The ACI provided updates on firefighting foam and sustainable energy. The deadline for Real I.D.s was extended to May 7, 2025. Interim General Manager Fenton, Mr. Widroe and Mr. Tokoph met with representatives from County Flood Control. Interim General Manager Fenton and Mr. Widroe also met with Chris Kunkle to discuss the Customs facility. Interim General Manager Fenton attended the Countywide Industry Sector Roundtable for Tourism & Hospitality. There is an upcoming committee meeting with Tartaglia Engineering.

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

- a) Demand Register. The Demand Register, covering warrants 071008 to 071055 in the amount of \$159,034.28 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Adams Seconded and it was carried by a 5-0 vote.

7. DISTRICT COUNSEL'S REPORT. Nothing to report.

8. 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 has established a five-minute time limit for receipt of testimony. The board reserves the right to establish further time limits for receipt of testimony.

No one requested to speak.

9. Presentation by District Counsel to discuss the Brown Act policies.

10. Review and approval of the preliminary phase 1 plans for Planes of Fame Air Museum. Director Brown made a motion to approve. Director Baskettt seconded, and it was carried by a 5-0 vote.
11. Authorization for the President and Secretary to execute the 25<sup>th</sup> Amendment of lease between the District and CJJ Farming. Director Baskettt made a motion to approve. Director Adams seconded, and it was carried by a 5-0 vote.
12. Adoption of Resolution 918. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation to Carl Engel Jr. for service on the Board of Directors of the Santa Maria Public Airport District. Director Brown made a motion to read the resolution in its entirety. Director Adams seconded, and it went to a roll call vote. Directors Clayton, Moreno, Adams, and Brown voted "Yes". Director Baskettt voted "No".
13. Adoption of Resolution 919. A Resolution of the Board of Directors of the Santa Maria Public Airport District expressing appreciation to Hugh Rafferty for service on the Board of Directors of the Santa Maria Public Airport District. Director Adams made a motion to read the motion in its entirety. Director Moreno seconded, and it went to a roll call vote. Directors Baskettt, Clayton, Moreno, Brown, and Adams voted "Yes".
14. CLOSED SESSION. At 8:24 p.m. the Board went into Closed Session to discuss the following item(s):
  - a) Conference with Real Property Negotiators (Kerry Fenton, Tom Ross, and District Counsel) Re: APN 111-231-09, APN 111-231-11, APN 111-231-17, APN 111-292-027 (Gov. Code Section 54956.8)
  - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
  - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskettt, Santa Barbara Superior Court Case No. 20CV04444.
  - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskettt v. SMPAD, Santa Barbara Superior Court Case No. 21CV04183.
  - e) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-Baskettt V. SMPAD, United States District Court Central District of California Case No. 2:22-cv-07169-SVW-AS.

At 9:38 pm., the Board and staff reconvened to Open Public Session.

No reportable actions.

15. DIRECTORS' COMMENTS: Director Baskettt expressed his concerns about energy independence.

Director Clayton expressed his excitement about joining the Board and his optimism for the future of the airport.

President Moreno expressed his happiness about being a member of the Board and his excitement about positive changes to come.

Director Adams welcomed the new board members to the Board.

Director Brown welcomed the new board members to the Board and acknowledged the contributions of Carl Engel as a member of the Board.

16. ADJOURNMENT. President Moreno asked for a Motion to adjourn to a Regular Meeting to be held on December 22, 2022, at 7:00 p.m. at the regular meeting place. Director Adams made that motion, Director Baskett seconded, and it was carried by a 5-0 vote.

#### ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 9:43 p.m. on December 8, 2022.

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Ignacio Moreno, President

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David Baskett, Secretary

**DEMAND REGISTER  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 071056 to 071106 and electronic payments on Pacific Premier Bank and in the total amount of \$351,477.45

\_\_\_\_\_  
KERRY FENTON  
INTERIM GENERAL MANAGER

\_\_\_\_\_  
DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 071056 to 071106 and electronic payments on Pacific Premier Bank in the total amount of \$351,477.45 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 DECEMBER 28, 2022.

\_\_\_\_\_  
DAVID BASKETT  
SECRETARY



**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71056	12/14/2022	Bedford Enterprises, Inc.	\$504.32	Hangar Maintenance
* 71057	12/14/2022	Blueglobes, Inc.	\$270.46	Lighting Maint. - Landing Area
* 71058	12/14/2022	BMI PacWest	\$1,749.00	HVAC Service 12/1/22 - 2/28/23
* 71059	12/14/2022	Brayton's Power Wash & Sweep	\$950.00	Street Sweeping/Concrete Cleaning
* 71060	12/14/2022	Comcast	\$1,250.88	Cable/Internet/Digital Voice
* 71061	12/14/2022	Comcast Business	\$2,205.77	Internet Service
* 71062	12/14/2022	Ferguson Enterprises, Inc.	\$77.71	Hangar Maintenance
* 71063	12/14/2022	Frontier Communications	\$803.77	Telephone Service
* 71064	12/14/2022	Grainger	\$478.63	Shop Supplies
* 71065	12/14/2022	Groveman Hiete LLP	\$14,114.00	Legal Counsel Service
* 71066	12/14/2022	Interstate Batteries	\$81.51	Vehicle Maintenance
* 71067	12/14/2022	J.D. Humann Landscape Contr.	\$4,955.00	Landscaping - Terminal
* 71068	12/14/2022	Keylock Security Specialists	\$170.00	Software Support - AccessNsite
* 71069	12/14/2022	Mission Linen Service	\$97.35	Uniform Service
* 71070	12/14/2022	Pacific Telemanagement Services	\$230.92	Pay Phone Services - Terminal
* 71071	12/14/2022	MRC	\$168.39	Copier
* 71072	12/14/2022	Rafferty, Hugh - Reimbursement	\$43.75	SBCCSDA - Travel Reimbursement
* 71073	12/14/2022	RRM Design Group	\$17,550.00	Spec. Plan Amendment/Rezoning
* 71074	12/14/2022	San Luis Powerhouse	\$2,076.80	Annual Generator Maintenance
* 71075	12/14/2022	Service Star	\$25,721.09	Janitorial Service
* 71076	12/14/2022	S Lombardi & Assoc., Inc.	\$47,255.85	Airfest Mktng/Airport Advertising
* 71077	12/14/2022	Total Compensation Systems, Inc.	\$697.50	Actuarial Services
* 71078	12/14/2022	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 71079	12/14/2022	HR Your Way, Inc.	\$1,122.00	HR Outsource
* 71080	12/14/2022	Digital West	\$950.65	Network Services - Terminal
* 71081	12/21/2022	Adamski Moroski	\$8,806.00	Legal Counsel Service
* 71082	12/21/2022	Bomar Security & Investigation	\$2,475.00	Security Service
* 71083	12/21/2022	Boyer's Diesel	\$257.50	Vehicle Maintenance
* 71084	12/21/2022	Channel Islands Roofing Inc.	\$1,970.00	Roof Repair - Hangar 3203
* 71085	12/21/2022	City of Guadalupe	\$29,449.08	Security Service/LEO - October 2022
* 71086	12/21/2022	City of Santa Maria	\$1,548.60	MHP Permit/Construction Meter Fees
* 71087	12/21/2022	Clark Pest Control	\$983.00	Weed/Wildlife Maintenance
* 71088	12/21/2022	De Lage Landen	\$102.18	Copier
* 71089	12/21/2022	Fence Factory	\$232.51	Signs
* 71090	12/21/2022	Frontier Communications	\$237.48	Telephone Service
* 71091	12/21/2022	Grainger	\$382.43	Shop Supplies
* 71092	12/21/2022	Home Depot	\$853.38	Terminal Maintenance

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
* 71093	12/21/2022	J B Dewar, Inc	\$852.64	Unleaded/ Diesel Fuel
* 71094	12/21/2022	Jack's All American Plumbing	\$1,376.07	Terminal Maintenance
* 71095	12/21/2022	Mead & Hunt, Inc.	\$6,600.00	Airport Consulting Service
* 71096	12/21/2022	Mission Linen Service	\$97.35	Uniform Service
* 71097	12/21/2022	Quadient Leasing USA, Inc.	\$440.67	Postage Machine Lease
* 71098	12/21/2022	Pathpoint	\$1,788.24	Airport Maintenance Svc - Window Cleaning
* 71099	12/21/2022	Quinn Company	\$97.88	Vehicle Maintenance
* 71100	12/21/2022	ROKLIN Systems Incorporated	\$1,995.56	Pavement Maintenance - Landing Area
* 71101	12/21/2022	SCS Engineers	\$3,533.50	PFAS Assessment Workplan
* 71102	12/21/2022	S Lombardi & Assoc., Inc.	\$3,675.00	Airport Advertising
* 71103	12/21/2022	Tri-Counties Plant Service	\$275.00	Interior Plant Service - Terminal
* 71104	12/21/2022	Kimley-Horn and Associates, Inc.	\$10,214.20	SMX Specific Plan Support
* 71105	12/21/2022	ADK Consulting	\$13,300.00	Executive Search Services
* 71106	12/21/2022	Independent Fee Estimates	\$3,980.00	Taxiway Rehabilitation Estimate Fee
		Subtotal	<u>\$219,323.62</u>	
ACH	12/6/2022	Xerox	\$536.53	Copier
ACH	12/6/2022	CalPers	\$5,334.65	Employee Retirement
ACH	12/6/2022	PG&E	\$16,545.06	Terminal/Admin/Hangar Electricity
ACH	12/8/2022	Paychex	\$25,014.06	Payroll
ACH	12/8/2022	CalPers	\$200.00	Unfunded Liability
ACH	12/8/2022	CalPers	\$652.47	Employee Retirement
ACH	12/8/2022	Amazon Capital Services	\$761.94	Office Supplies, Terminal Décor, Shop Supplies
ACH	12/9/2022	Paychex	\$183.03	Paychex Invoice
ACH	12/9/2022	Umpqua Bank	\$451.42	Credit Card Fees
ACH	12/9/2022	Empower Retirement	\$4,905.67	Employee Paid Retirement
ACH	12/9/2022	Paychex	\$6,516.09	Payroll Taxes
ACH	12/12/2022	Ready Refresh	\$155.42	Water Delivery
ACH	12/12/2022	CalPers	\$11,884.86	Employee Health Insurance
ACH	12/14/2022	Pacific Premier Bank	\$87.51	Bank Fees - Analysis Activity
ACH	12/20/2022	The Gas Company	\$1,097.93	Utilities - Gas
ACH	12/20/2022	CalPers	\$5,334.65	Employee Retirement
ACH	12/20/2022	PG&E	\$1,287.06	Terminal/Admin/Hangar Electricity

**Santa Maria Public Airport District**

**Demand Register**

Check Number	Check Date	Vendor Name	Check Amount	Description
ACH	12/22/2022	Paychex	\$24,811.95	Payroll
ACH	12/22/2022	Wageworks FSA	\$40.09	Cafeteria Plan
ACH	12/22/2022	Empower Retirement	\$4,905.67	Employee Paid Retirement
ACH	12/23/2022	Paychex	\$6,483.78	Payroll Taxes
ACH	12/23/2022	Paychex	\$183.03	Paychex Invoice
ACH	12/23/2022	Wageworks FSA	\$26.09	Cafeteria Plan
ACH	12/23/2022	Umpqua Bank	\$14,754.87	Business Travel, Computer Support Services
		Subtotal	<u>\$132,153.83</u>	
		Total	<u><u>\$351,477.45</u></u>	

**Santa Maria Public Airport District****Budget to Actual****As of November 30, 2022**

	<u>PTD</u>	<u>PTD BUD</u>	<u>VARIANCE</u>	<u>% VARIANCE</u>
61000-Landing fees	2,537.63	7,500.00	(4,962.37)	(66.2 %)
61100-Tiedowns	2,094.00	2,258.33	(164.33)	(7.3 %)
61200-Fuel Flowage Fees	8,341.74	6,883.33	1,458.41	21.2 %
62000-T-Hangar	35,896.00	36,400.00	(504.00)	(1.4 %)
62100-Corporate Hangar	24,007.00	23,500.00	507.00	2.2 %
62200-Owner Build Hangar	1,649.00	1,650.00	(1.00)	(.1 %)
63000-T-Hangar Storage	2,710.00	2,716.67	(6.67)	(.2 %)
64100-Main Hangar	10,896.00	10,891.67	4.33	.0 %
64200-Commercial Aviation	33,653.97	30,775.00	2,878.97	9.4 %
64300-Land Lease - Commercial	8,211.00	14,225.00	(6,014.00)	(42.3 %)
65000-Car Rental	17,777.70	14,941.67	2,836.03	19.0 %
65100-Terminal Space Lease	13,900.40	13,350.00	550.40	4.1 %
66100-Agricultural Lease	89,504.07	89,475.00	29.07	.0 %
66200-Non Aviation Land Leases	29,153.58	27,900.00	1,253.58	4.5 %
66300-Cell Tower Lease	5,050.00	5,116.67	(66.67)	(1.3 %)
66400-Mobile Home Parks	31,000.00	42,596.33	(11,596.33)	(27.2 %)
67000-Administrative Income	660.00	3,733.33	(3,073.33)	(82.3 %)
67200-Cares Grant	0.00	18,333.33	(18,333.33)	(100.0 %)
67205-BIL Grant	0.00	56,666.67	(56,666.67)	(100.0 %)
67210-Leo Reimbursement	0.00	1,075.00	(1,075.00)	(100.0 %)
68100-Airfest Ticket Sales	10.00	23,333.33	(23,323.33)	(100.0 %)
68150-Airfest Vendor Revenue	13,340.33	666.67	12,673.66	1901.0 %
68200-Airfest Sponsorship	2,000.00	15,000.00	(13,000.00)	(86.7 %)
69100-Interest and Investment Earnings	0.00	2,033.33	(2,033.33)	(100.0 %)
69110-AIP Reimbursement	0.00	751,216.67	(751,216.67)	(100.0 %)
69120-PFC Revenue	0.00	6,083.33	(6,083.33)	(100.0 %)
69200-Tax Revenues	373,396.27	162,708.33	210,687.94	129.5 %
<b>Total Income</b>	<b>705,788.69</b>	<b>1,371,029.66</b>	<b>(665,240.97)</b>	<b>(48.5 %)</b>
80000-G&A	0.00	1,157.50	(1,157.50)	(100.0 %)
80001-MHP - Maintenance	0.00	1,071.67	(1,071.67)	(100.0 %)
80002-MHP - MHP Liability Insurance	0.00	646.67	(646.67)	(100.0 %)
80003-MHP - Property Management	0.00	2,350.00	(2,350.00)	(100.0 %)
80004-MHP - Salaries/ Employee	0.00	9,043.42	(9,043.42)	(100.0 %)
80005-MHP - Utilities	0.00	14,435.00	(14,435.00)	(100.0 %)
80100-Salaries- Administration	30,737.45	39,191.67	(8,454.22)	(21.6 %)
80101-Salaries - Maintenance &	37,471.84	39,291.67	(1,819.83)	(4.6 %)
80102-Employee Benefits - Other	4,163.82	5,458.33	(1,294.51)	(23.7 %)
80104-Employee Benefits - Medical	18,888.87	21,125.00	(2,236.13)	(10.6 %)
80105-Medicare Tax	1,076.99	1,175.00	(98.01)	(8.3 %)
80106-PERS Retirement	22,505.21	24,025.00	(1,519.79)	(6.3 %)
81000-ARFF Services	0.00	75,000.00	(75,000.00)	(100.0 %)
81100-Electricity	15,560.53	15,583.33	(22.80)	(.1 %)
81200-Natural Gas	1,097.93	941.67	156.26	16.6 %
81300-Water	5,084.22	6,075.00	(990.78)	(16.3 %)
81600-Communications	896.38	6,141.66	(5,245.28)	(85.4 %)
81601-Communications - Alarm	1,120.27	1,108.33	11.94	1.1 %
81602-Communications - Wireless	1,303.71	1,600.00	(296.29)	(18.5 %)

81603-Communications - Access	101.69	83.33	18.36	22.0 %
82400-Supplies Office	15,959.34	5,416.67	10,542.67	194.6 %
82410-Supplies Shop	2,965.37	3,500.00	(534.63)	(15.3 %)
82500-Fuel Expense	5,351.33	3,666.67	1,684.66	45.9 %
83000-Maintenance - Misc	1,451.82	1,408.33	43.49	3.1 %
83001-Maintenance - Lighting	698.96	1,875.00	(1,176.04)	(62.7 %)
83002-Maintenance - Generator	2,759.63	437.50	2,322.13	530.8 %
83003-Maintenance - Pavement	500.00	3,716.67	(3,216.67)	(86.5 %)
83004-Maintenance - Weed/Wildlife	2,808.53	4,272.50	(1,463.97)	(34.3 %)
83005-Maintenance - Fencing & Gates	90.14	1,416.67	(1,326.53)	(93.6 %)
83006-Maintenance - Building	5,162.25	7,499.99	(2,337.74)	(31.2 %)

**Santa Maria Public Airport District**

**Profit & Loss**

**As of November 30, 2022**

	<b>PTD</b>	<b>PTD BUD</b>	<b>VARIANCE</b>	<b>% VARIANCE</b>
83007-Maintenance - Fire Alarm	789.52	1,875.00	(1,085.48)	(57.9 %)
83008-Maintenance - Drainage	1,355.94	625.00	730.94	117.0 %
83100-Signs	0.00	1,916.67	(1,916.67)	(100.0 %)
84000-Equipment Lease	638.71	825.00	(186.29)	(22.6 %)
84500-Janitorial	11,545.60	10,491.66	1,053.94	10.0 %
84700-Landscaping	9,910.00	5,291.66	4,618.34	87.3 %
85000-Vehicle Maintenance	3,524.69	3,333.33	191.36	5.7 %
85400-Dues and Membership	3,435.00	5,950.00	(2,515.00)	(42.3 %)
86000-Advertising	5,275.00	22,500.00	(17,225.00)	(76.6 %)
86001-Consulting - Admin	41,553.49	30,866.67	10,686.82	34.6 %
86002-Consulting Professional	24,600.00	24,032.08	567.92	2.4 %
86003-Consulting - Legal	14,114.00	9,375.00	4,739.00	50.5 %
86004-Consulting - Security	38,440.50	35,733.33	2,707.17	7.6 %
86005-Bank Fees	35.00	2,083.33	(2,048.33)	(98.3 %)
86200-Insurance	0.00	29,208.33	(29,208.33)	(100.0 %)
86500-Permits	0.00	941.67	(941.67)	(100.0 %)
86600-Education and Recognition	2,607.59	1,783.33	824.26	46.2 %
86700-Business Travel	9,159.42	6,975.00	2,184.42	31.3 %
86800-Fire Fighting Training	0.00	3,958.33	(3,958.33)	(100.0 %)
86900-Election Expense	0.00	4,166.67	(4,166.67)	(100.0 %)
87025-Rent Credit	868.00		868.00	
88001-Airfest Expense - Performers	0.00	11,016.67	(11,016.67)	(100.0 %)
88002-Airfest Expense - Gala/VIP Tent	0.00	7,283.33	(7,283.33)	(100.0 %)
88003-Airfest Expense Insurance	0.00	541.67	(541.67)	(100.0 %)
88004-Airfest Marketing	1,093.09	5,609.17	(4,516.08)	(80.5 %)
88005-Airfest Expense - Lodging	0.00	5,291.67	(5,291.67)	(100.0 %)
88007-Airfest Expense - Rental Cars	0.00	550.00	(550.00)	(100.0 %)
88008-Airfest Expense - Safety &	14,361.39	7,266.67	7,094.72	97.6 %
88009-Airfest Expenses- Miscellaneous	942.81	958.33	(15.52)	(1.6 %)
<b>Total Expenses</b>	<b>362,006.03</b>	<b>539,163.82</b>	<b>(177,157.79)</b>	<b>(32.9 %)</b>
<b>Net Income</b>	<b>343,782.66</b>	<b>831,865.84</b>	<b>(488,083.18)</b>	<b>(15.7 %)</b>

**Santa Maria Public Airport District**  
**Balance Sheet**  
**As of November 30, 2022**

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**Current Assets:**

Cash and cash equivalents	8,204,021
Restricted - cash and cash equivalents	1,559,251
Certificate-of-deposit	8,000
Accounts receivable - customers and tenants, net	56,378
Prepaid expenses and deposits	388,994

Total current assets 10,216,644

**Non-current assets:**

Note receivable	166,218
Interest Receivable	0
Capital assets, not being depreciated	6,441,185
Depreciable capital assets	19,682,483
Deferred other post-employment benefits outflows	77,902
Deferred pension outflows	445,936

Total non-current assets 26,813,724

**Total assets** **37,030,368**

**Current Liabilities:**

Accounts payable and accrued expenses	185,525
Accrued wages and related payables	12,582
Unearned Revenue (customer prepaid)	168,359
Hangar and other deposits	113,910
Long-term liabilities - due in one year:	
Compensated absences	29,965
Land improvements payable	17,955

Total current liabilities 528,295

**Long-term liabilities - due in more than one year**

Compensated absences	89,895
Land improvements payable	101,744
Total other post-employment benefits liability	373,325
Net pension liability	2,056,379
Deferred pension inflows	92,912

Total long term liabilities 2,714,255

**Total Liabilities** **3,242,551**

**Net position:**

Retained Earnings	34,086,476
Change in Net Position	205,134

**Total net position** **34,291,610**

**Total liabilities and net position** **37,534,161**

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of November 30, 2022**

	YTD	PTD	PTD AVG	% AVG/PTD
Revenues from Operations				
Landing Area				
Landing fees and tiedowns	21,889.90	4,631.63	4,377.98	94.5 %
Fuel flowage fees	41,487.24	8,341.74	8,297.45	99.5 %
Subtotal	63,377.14	12,973.37	12,675.43	97.7 %
Hangar area				
T-Hangar	178,352.00	35,896.00	35,670.40	99.4 %
Corporate T-Hangars	120,035.00	24,007.00	24,007.00	100.0 %
T-Hangar Storage Units	13,538.00	2,710.00	2,707.60	99.9 %
Owner Build Hangars	8,245.00	1,649.00	1,649.00	100.0 %
Subtotal	320,170.00	64,262.00	64,034.00	99.6 %
Main hangar and F.B.O. area				
Main Hangar	54,480.00	10,896.00	10,896.00	100.0 %
Commercial Hangars	171,161.31	33,653.97	34,232.26	101.7 %
Land Leases	41,055.00	8,211.00	8,211.00	100.0 %
Subtotal	266,696.31	52,760.97	53,339.26	101.1 %
Terminal Area				
Car Rental and Ground	90,331.52	17,777.70	18,066.30	101.6 %
Terminal Space Lease	68,842.91	13,900.40	13,768.58	99.1 %
TSA LEO Reimbursement	1,620.00	0.00	324.00	
Subtotal	160,794.43	31,678.10	32,158.88	101.5 %
Revenue generating land				
Land Lease Recreational	170,879.03	29,153.58	34,175.81	117.2 %
Agricultural Leases	439,458.63	89,504.07	87,891.73	98.2 %
Airport Business Park - on	25,250.00	5,050.00	5,050.00	100.0 %
Airport Hotel	6,027.00	660.00	1,205.40	182.6 %
Airport Mobile Home Park	201,492.48	31,000.00	40,298.50	130.0 %
Subtotal	843,107.14	155,367.65	168,621.44	108.5 %
Airfest				
Airfest Ticket Sales	233,307.90	10.00	46,661.58	466615.8 %
Airfest Vendors	13,740.33	13,340.33	2,748.07	20.6 %
Airfest Sponsorship	150,900.00	2,000.00	30,180.00	1509.0 %
Subtotal	397,948.23	15,350.33	79,589.65	518.5 %
Administrative				
Badging Income			0.00	
Miscellaneous Income			0.00	
Plans and Specs	0.00	0.00	0.00	
Cares Grant Revenue	216,129.58	0.00	43,225.92	
Subtotal	216,129.58	0.00	43,225.92	
Total Revenue from operations	2,268,222.83	332,392.42	453,644.58	136.5 %

**Santa Maria Public Airport District**  
**Profit & Loss**  
**As of November 30, 2022**

	YTD	PTD	PTD AVG	% AVG/PTD
Operating Expenses:				
Landing Area	58,506.00	7,239.42	11,701.20	161.6 %
Hangar Area	29,914.25	6,246.63	5,982.85	95.8 %
Main hangar and Commercial	31,688.44	8,548.79	6,337.69	74.1 %
Terminal area	181,864.15	36,968.01	36,372.83	98.4 %
Revenue generating land	207,555.12	13,901.11	41,511.02	298.6 %
Salaries and Benefits	582,095.96	104,066.22	116,419.19	111.9 %
Utilities	34,234.31	5,868.96	6,846.86	116.7 %
Supplies	69,975.68	23,102.50	13,995.14	60.6 %
Maintenance and Repairs	45,660.98	7,129.75	9,132.20	128.1 %
Contractual Services	435,364.19	72,751.84	87,072.84	119.7 %
Real Estate Commission	108,234.27	0.00	21,646.85	
ARFF Services	221,990.00	0.00	44,398.00	
Security Services	157,090.17	38,440.50	31,418.03	81.7 %
Dues and Subscriptions	71,198.00	3,435.00	14,239.60	414.5 %
Advertising	29,136.39	5,275.00	5,827.28	110.5 %
Depreciation	637,183.00	0.00	127,436.60	
Insurance	93,104.07	0.00	18,620.81	
Business Travel and Entertainment	29,991.37	9,159.42	5,998.27	65.5 %
Rent Credit	4,340.00	868.00	868.00	100.0 %
Air Show Expense	582,504.73	16,397.29	116,500.95	710.5 %
Other Miscellaneous Expense	12,980.06	2,607.59	2,596.01	99.6 %
<b>Total Expenses</b>	<b>3,624,611.14</b>	<b>362,006.03</b>	<b>724,922.22</b>	<b>200.3 %</b>
<b>Operating income (loss)</b>	<b>(1,356,388.31)</b>	<b>(29,613.61)</b>	<b>(271,277.64)</b>	<b>916.1 %</b>
Non-Operating Revenues (Expenses):				
PFC Revenue	19,127.23	0.00	3,825.45	
Interest Income	3,672.48	0.00	734.50	
Tax Revenues	373,396.27	373,396.27	74,679.25	20.0 %
Gain on Land Sale	1,165,326.71	0.00	233,065.34	
<b>Total non-operating rev (exp)</b>	<b>1,561,522.69</b>	<b>373,396.27</b>	<b>312,304.54</b>	<b>83.6 %</b>
<b>Net Income</b>	<b>205,134.38</b>	<b>343,782.66</b>	<b>41,026.90</b>	<b>11.9 %</b>





December 28, 2022

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

**Subject:** Authorization for one Director and one community member to attend the Mead & Hunt Air Service Development conference to be held January 31<sup>st</sup> through February 2<sup>nd</sup>, 2023, in Phoenix, AZ.

**Summary**

This conference will allow a Director to hear the latest industry updates and to meet with airline personnel at networking events. This conference will also be able to provide a comprehensive overview of the state of the airlines and provide additional insight into air service development efforts at SMX.

**Budget**

		Attendees	Days	Rate	Total
Fees:	Registration	2		\$1,800.00	\$3,600.00
	Air Transportation	2		\$860.00	\$1,720.00
	Ground Transportation	2		\$30.00	\$60.00
	Lodging	2	2	\$335.00	\$1,340.00
	Meals	2	3	\$60.00	\$360.00
	<b>Total:</b>				\$7,080.00

**Overall Impact:**

2022-2023 Budget for Business Travel	\$83,660.00
Previously Approved Business Travel	\$41,966.70
Current Balance for Business Travel	\$41,693.30
Amount of this Request	\$7,080.00
Balance Remaining if Approved	\$34,613.30

**Recommendation**

Staff recommends the board authorize this travel.

Sincerely,

Veroneka Reade  
 Manager of Finance and Administration

MEMO  
DECEMBER 23, 2022

TO: Kerry Fenton, Acting General Manager  
PROJECT: Rehabilitate Parallel and Connecting Taxiways, Phase 1  
SUBJECT: Project Budget and Approvals  
FROM: John A. Smith, Tartaglia Engineering

---

The Santa Maria Airport is very close to addressing some of the most heavily traveled, poorest conditioned pavements on the airport. Congratulations!

Background

The “Rehabilitate Parallel and Connecting Taxiways A, A7, A8, V, and W Project” was initially conceived in 2014. It was scheduled for design funding in 2018, with construction to follow in 2019. The goal of the undertaking is to address the poor condition of the most heavily traveled pavements on the airport. With the majority of all operations at the airport directed for a takeoff at Runway 30, those taxiways leading to this threshold experience the heaviest aircraft (loaded with passengers, freight, and fuel). In addition, the intersections of Taxiways A, A7, A8, and W have been identified as one of four “hot-spot” locations on the airport, susceptible to operational risks. Lastly, with recent changes to airfield geometry design standards, particularly with the alignments and configurations of connecting taxiways, this project address safety, standards, and long-term reliability of the asset.

In accordance with FAA direction, the District proceeded with design of improvements for public bidding for construction of the improvements. Again, based on input and direction, the District proceeded with advertising and public bidding of the effort in the spring, 2021. While out to bid, but before bids were received, the FAA identified inadequate funding for the effort, with no grant funds available in 2021. The bidding process was stopped.

Communications with the FAA in June 2021 included “re-package the project to also include the rehabilitation of Runway 12-30, and plan on bidding the entire effort in early 2022. Design efforts expanded to support inclusion of the runway into the overall project. In November of 2021 FAA communications rescinded the inclusion of the runway into the project but confirmed strong support for the taxiway effort. The re-packaging was complete, and based on direction from the FAA, the public advertising and bidding for the taxiway rehabilitation project started. Bids were received on March 24, 2022.

FAA grants are “based on bids received”. As the District would not entertain this project if federal grants were not available, the Airport does not proceed with contracts until after receipt of federal grants. While it is normal for contractor’s bids to remain valid for 30 days, contract documents for the taxiway project identified a bid validity period of 120 days, extending the life of bids received until July 22<sup>nd</sup>. The federal grant offer arrived at Santa Maria in September. Not surprising, the low bidder identified his bid was no longer valid, having experienced significant inflationary pressure for materials, equipment rentals, and labor. The District wisely accepted the grant. Tartaglia attempted to negotiate in good faith with the low bidder, but this effort proved futile.

Project improvements were re-packaged, and the bidding process occurred again, in November, with bids received on December 8<sup>th</sup>.

December Bid Results

A total of four bids were received for the re-packaged project. Each bidder was familiar with the effort, having previously bid the work in March.

No	Entity	Base Bid	Additive A
1	Granite Construction	\$ 7,359,783.00	\$ 2,473,490.00
2	John Madonna Construction	\$ 7,456,934.00	\$ 2,286,359.50
3	CalPortland Construction	\$ 7,652,480.00	\$ 2,233,717.45
4	Papich Construction	\$ 7,833,000.00	\$ 2,255,000.00
	Engineer's Estimate	<b>\$6,854,770.00</b>	<b>\$1,586,367.00</b>

These bids are incredibly tight, with just a 6% swing from low to high. It is felt the plans and specifications are very clear and all contractors understand the scope and intent of the project. Tartaglia Engineering recommends an award of the construction contract to Granite Construction, the low bidder. We find their bid to be responsive and complete.

Project Funding

The grant accepted in September, reflective of the previous, expired bid, does not currently line up evenly with current bids. Funding supports award of more than the Base Bid, but not enough to fully fund the Additive Alternate A. (Additive A extended the reconstruction effort several hundred feet further along Taxiway A).

Project Funding	
FAA Grant, AIP-042 (90.66%)	\$9,014,587.00
Airport District (balance, match)	\$928,703.00
Total Project Budget	\$9,943,290.00

Over the last few days, Tartaglia Engineering successfully negotiated an equitable expansion of the bid quantities for the Base Bid, allowing for an expansion of the reconstruction effort, to include another 150 feet of Taxiway A.

Project Costs (After Bid - Before Construction)		
Entity	Task	Amount
Granite Construction	Construction (negotiated expansion)	\$7,992,352.50
Tartaglia Engineering	Preliminary Design Plans & Specifications Public Bidding	\$850,209.00
Tartaglia Engineering	Construction Administration Inspection Construction Materials Testing	\$665,000.00
Tartaglia Engineering	Completion / Close-Out	\$35,000.00
Independent Fee Estimates, LLC	Independent Fee Estimate (IFE)	\$3,980.00
SMPAD	Management, Support	\$70,000.00
Total Anticipated Costs		\$9,616,541.50

Total anticipated costs fall within the total project costs supported by the federal grant. Actual funding will be proportional (90.66% FAA, balance District), with each pay request and associated grant draw.

It is recommended that the Board approve the contract with Granite Construction and the contract with Tartaglia Engineering as presented, all in-line with available project funding.

# TARTAGLIA ENGINEERING

7360 El Camino Real, Suite E P.O. Box 1930 Atascadero, CA 93423  
Phone: 805-466-5660 civilengineers@tartaglia-engineering.com

Carlos Mora, FAA Program Manager  
Federal Aviation Administration  
Western Pacific Region, Los Angeles ADO  
777 South Aviation Blvd., Suite 150  
El Segundo, CA 90245

December 21, 2022

Airport: Santa Maria Public Airport  
Project: **Rehabilitate Parallel and Connecting Taxiways A, A7, A8, V and W**  
AIP: 3-06-0237-042-2022 (Construct & Reimburse Design)  
Subject: Bid Opening (Re-Bid)

Dear Mr. Mora:

The taxiway rehabilitation project was re-bid due to the low bidding contractors bid expiration when bids were received in March 2022. In accordance with the Notice Inviting Sealed Bids and Addendum No. 1, bids were received for the Rehabilitate Parallel and Connecting Taxiways A, A7, A8, V and W Project on Thursday, December 8, 2022. A total of four (4) bids were received and reviewed, with results as follows. For comparison, bids were evaluated on the Base Bid only:

No	Entity	Base Bid	Additive A
1	Granite Construction	\$ 7,359,783.00	\$ 2,473,490.00
2	John Madonna Construction	\$ 7,456,934.00	\$ 2,286,359.50
3	CalPortland Construction	\$ 7,652,480.00	\$ 2,233,717.45
4	Papich Construction	\$ 7,833,000.00	\$ 2,255,000.00
	Engineer's Estimate	<b>\$6,854,770.00</b>	<b>\$1,586,367.00</b>

Time was spent in review of the bidding process and the bids received:

1. The project was properly advertised in conformance with District and FAA standard procedures and requirements, both in duration and exposure.
2. The Notice Inviting Sealed Bids was posted on the District's web site.
3. A Non-Mandatory Pre-Bid Job Walk was held in which two contractors attended.
4. Minor yet inconsequential math errors occurred on bids received from Papich Construction.
5. The remaining bids received were complete and accurately filled out. No math errors.
6. The bidding contractors are properly licensed and registered.
7. Based on discussions with the contractors during the bidding process, and our firms past experience with these companies, the firms are knowledgeable and capable of completing the scope of the work.
8. DBE documentation including Good Faith Efforts appear to be in order, and were reviewed for compliance.

The FAA grant received in September 2022 was reflective of a construction contract value of \$8,401,589.87, which falls between the Base Bid effort and the Base Bid plus Additive A. The Base Bid will address the southeast end of Taxiway A, along with Taxiways A7, A8, V and W. The District intends to award the Base Bid plus an extension of base bid quantities (portion of Additive Alternate A work area).

<b>PROJECT COSTS</b>			
Bid Schedule		<b>Base Bid</b>	<b>BB + Exten. of Qty's.</b>
Construction Time		90 working days	110 working days
Item	Description	Cost	Cost
1	Environmental Documentation: Cat-Ex	\$17,146.00	\$17,146.00
2	Geotechnical Investigation and Report	\$32,000.00	\$32,000.00
3	Topographic Survey	\$35,000.00	\$35,000.00
4	Preparation of Plans and Specifications	\$656,294.00	\$656,294.00
5	Construction Safety Phasing Plan (CSPP)	\$10,828.00	\$10,828.00
6	Construction	\$7,359,783.00	\$7,992,352.50
7	Bidding (3 bidding cycles)	\$92,341.00	\$92,341.00
8	Construction Administration	\$211,872.00	\$260,000.00
9	Inspection	\$146,000.00	\$179,000.00
10	Construction Layout & Survey Control	\$23,000.00	\$26,000.00
11	Materials Testing	\$184,000.00	\$200,000.00
12	Project Close Out: As-Built Plans, Report	\$35,000.00	\$35,000.00
13	Document Duplication & Advertising	\$6,600.00	\$6,600.00
14	Sponsor Administration - SMPAD	\$50,000.00	\$70,000.00
	<b>TOTAL</b>	<b>\$8,859,864.00</b>	<b>\$9,612,561.50</b>
	FAA (90.66%)	<b>\$8,032,352.70</b>	<b>\$8,714,748.26</b>
	District (balance)	<b>\$827,511.30</b>	<b>\$897,813.24</b>
	Grant Received in September 2022	<b>\$9,014,586.59</b>	<b>\$9,014,586.59</b>
	Remaining Grant Funds	<b>\$982,233.89</b>	<b>\$299,838.33</b>

The recommendation is to award the work to Granite Construction, the low bidder. The entire bid summary table is included as an attachment to this correspondence.

Please call with any questions or concerns you may have regarding the project or this correspondence. Thank you for your continued interest and attention to Santa Maria Airport.

Sincerely,

**TARTAGLIA ENGINEERING**

John A. Smith, P.E.  
Project Manager

Enclosure: Bid Summary Spreadsheet

**SERVICE AGREEMENT**  
**(DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR  
REHABILITATE PARALLEL AND CONNECTING TAXIWAYS, PHASE 1)  
AT THE SANTA MARIA PUBLIC AIRPORT DISTRICT**

By this Agreement, dated December 28, 2022 between SANTA MARIA PUBLIC AIRPORT DISTRICT (herein called "District") and TARTAGLIA ENGINEERING a sole proprietorship owned by John A. Smith, (herein called "Engineer"), District retains Engineer to perform certain engineering and design services.

**WITNESSETH**

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

**1. SCOPE OF AGREEMENT**

District hereby hires Engineer to provide the services as defined in Exhibit "A" attached hereto and incorporated by this reference entitled "Engineer's Scope of Project and Compensation". Engineer 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 Engineer will commence September 1, 2019, or upon sooner under the direction of the General Manager, with time of completion on or before September 30, 2023.

**3. COMPENSATION**

District shall compensate Engineer in accordance with the terms, rates, and conditions of Exhibit "A" attached hereto and incorporated by this reference. Engineer 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, test reports, and other documents, data and work products produced or resulting from the services of Engineer. Engineer may retain copies for its files.

Engineer 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 Engineer 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 Engineer.

**6. INDEPENDENT CONTRACTOR**

The parties intend that Engineer 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 Engineer. Engineer is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Engineer are not entitled to any of the benefits that District provides for its employees, including worker's compensation insurance. It is understood that Engineer 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**

Engineer 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 Engineer's bills.

**8. ENGINEER' RECORDS**

Full and complete records of Engineer's services and expenses and records between District and Engineer shall be kept and maintained by Engineer and shall be retained by Engineer for three (3) years after District makes final payment to Engineer 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 Engineer which are directly pertinent to Engineer'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, Engineer 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 Engineer, 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 Engineer, as full and final settlement, compensation for all of Engineer'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 Engineer's services rendered to the date of receipt of such notice bears to the total compensation the Engineer would have received in accordance with Exhibit "A" had the project been completed.

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

Engineer 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 Engineer, or arising from the negligence, act or omission of Engineer, its officers and employees, provided, however, that Engineer 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.



**13. EXTRA SERVICES**

There will be no payment for extra services by Engineer 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.

**14. 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, Engineer 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 Engineer for previously approved expenses and completed services.

**15. NOTICES**

All notices required herein shall be in writing and may be given by personal delivery or by registered or certified mail, postage prepaid, and addressed to District at 3217 Terminal Drive, Santa Maria, California 93455, and to Engineer at Tartaglia Engineering, 7360 El Camino Real, Suite E, P.O. Box 1930, Atascadero, California 93423. 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.

**16. 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.

**17. OTHER ENGINEERING SERVICES**

District reserves the right to contract with Engineer or other engineering firms for engineering and design services on a project-by-project or other basis.

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

**Dated: December 28, 2022**

Approved as to form on behalf of District:

DISTRICT:

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

\_\_\_\_\_  
Ignacio Moreno, President

Approved as to form:

\_\_\_\_\_  
David Baskett, Secretary

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

Engineer:

\_\_\_\_\_  
John Smith, P.E.  
Principal

**CERTIFICATION OF ENGINEER**

I hereby certify that I am the owner or principal executive officer and duly authorized representative of the firm of TARTAGLIA ENGINEERING, ENGINEERING a sole proprietorship owned by John A. Smith, whose address is 7360 El Camino Real, Suite E, P.O. Box 1930, Atascadero, California 93423, 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):

I hereby certify that I am a registered and California licensed civil engineer.  
License Number: C46852

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, Owner

## SCOPE OF PROJECT

The Rehabilitate Parallel and Connecting Taxiways project focuses on taxiway rehabilitation and reconfiguration efforts. Extent of Project:

A. Taxiway A:

The existing Taxiway A is 50-feet wide with 10-foot paved shoulders. Project improvements include removal and reconstruction of Taxiway A from Taxiway S to Taxiways A8 and W. The new taxiway will be 75-feet wide with 30-foot paved shoulders. Improvements will also include electrical conduits, conductors, elevated edge lights and guidance signs.

B. Taxiway R:

Taxiway R is to the southwest of the ATCT, providing aircraft access to the southeast corner of the main hangar apron. A main component contributing to Hot Spot 2, this taxiway will be permanently closed through physical removal as part of the project.

C. Taxiways A6, A7, and A8:

At present, these three taxiways connect with Runway 12-30 at 45-degree angles. They are 50 feet wide with 10-foot paved shoulders. Project improvements include removal and reconstruction of these taxiways completely. The new elements will be at 90-degrees with Runway 12-30, will be of the new geometry standard shape that supports large aircraft main gear wheel tracking, and will include 30-foot paved shoulders. Improvements also include new electrical including conduit and conductor, elevated edge lights and guidance signs.

D. Taxiways S, T, U, and W:

Taxiways S, T, and U provide access to the Terminal / Annex Apron from parallel Taxiway A. They are 60 feet wide with 10-foot paved shoulders. These connectors are used both in entering and exiting the apron area. Project improvements include removal and reconstruction of these taxiways completely. The new elements will be of the new geometry standard shape that supports large aircraft main gear wheel tracking, and will include 30-foot paved shoulders. Improvements also include new electrical including conduit and conductor, elevated edge lights and guidance signs.

E. Shift Terminal Apron Taxilane:

Currently the larger aircraft within the SIDA area of the terminal apron have wings that penetrate the taxilane area proper. Proposed improvements include construction of a new taxilane along the southern edge of the terminal apron to a width of 75 feet with 30-foot paved shoulders along the south side, connecting Taxiway's S, T, and U. By creating this new alignment, aircraft can safely park within the SIDA, while other aircraft can safely maneuver along the taxilane. The configuration of this taxilane will predominately be from the geometry of the taxiways it connects. Improvements include construction of a new asphalt pavement structural section and paved shoulder, electrical conduits and conductors, elevated edge lights and guidance signs.

To accomplish the work, the project includes the following work elements:

- A. Airfield safety and security.
- B. Construction site environmental management.
- C. Miscellaneous demolition and removals including but not limited to storm drain inlets, electrical pull boxes, guidance signs with concrete foundations, and edge lights with encased base cans.
- D. Remove existing structural section through a pulverize / recycle effort. Load, short-term stockpile for placement back in project (within paved shoulder area or along perimeter inspection road).
- E. Earthwork and subgrade preparation.
- F. Construct concrete utility protection slab.
- G. Drainage improvements including subgrade dewatering system.
- H. Trench, backfill, and compact. Install electrical conduits and pipe.
- I. Aggregate base and hot-mix asphalt pavement.
- J. Airfield pavement markings.
- K. Installation of new guidance signs on new concrete foundations.
- L. Infield grading.
- M. Application of hydro-mulch erosion control.

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 Preliminary, and Design Phase efforts are complete at this point, and the project is going out to bid (re-bid).

\*\* In September 2022 the FAA issued a grant for this project, based on bids received in March 2022. The grant was for Base Bid Schedule. Unfortunately, AIP grants were issued extremely late this year and by the time the District accepted the grant offer, the bid expired. The next step is to re-package and re-bid the project. Construction is scheduled to commence in March 2023.

## **SCOPE OF SERVICES**

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

### **1. PRELIMINARY ENGINEERING PHASE**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
  - Establish goals and objectives for the work.
  - Identify all deliverables.
  - Establish timeline for project milestones.
  - Gain an understanding of District bidding procedures.
  - Identify the need, if any, for construction permits.
  - Identify all environmental constraints and issues.
  - Establish construction constraints relative to circulation patterns.
  - Establish Taxiway closure requirements, and project phasing.
  - Establish calendar, daily, and weekly work-window constraints.
  - Provide minutes from the kick-off meeting.
- C. Inventory of existing facilities and conditions, including a review of all District-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- D. Perform a geotechnical investigation, lab analysis, and preparation of a report of findings and design recommendations. Secure twelve (12) borings documenting the in-place quality and integrity of existing structural sections and native subgrade soils. Characterize the material establishing optimum moisture, plasticity index, and California Bearing Ratio (CBR) for four (4) samples. Provide a detailed report identifying the suitability of material for use in support of proposed improvements.
- E. Perform a field topographic survey of the project area. Using existing datum, establish local project survey control, and generate a topographic survey that identifies all existing improvements within project limits, and characterizes the surface grades, slopes, and cross-slopes for paved and graded surfaces. "Dip" manholes and catch basins to establish pipe size, direction, and invert elevations.
- F. Prepare a preliminary summary of project approach (construction), proposed phasing and sequencing, and preliminary construction cost estimate.

The following deliverables are due during and before the conclusion of the Preliminary Phase:

- Summary report of project approach.
- Preliminary design
- Proposed phasing.
- Preliminary construction cost estimate.

## **2. DESIGN PHASE**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum:
- Cover sheet with project description, sheet schedule and approval blocks.
  - Project layout plan identifying project elements relative to overall airport facilities.
  - Project phasing plans.
  - Demolition and construction plans, to-scale, including grading and drainage, paving, marking, and electrical.
  - Sections and Profiles: taxiways, infield areas, and storm drains.
  - Details.
  - Geotechnical data.
- Present plans to the District at 50%, 75%, and 95%, and bid-ready stages of completion.

- C. Prepare specifications and contract documents to include the following, at a minimum:
- Notice Inviting Sealed Bids.
  - Bid Proposal.
  - Contract.
  - General Provisions.
  - Special Provisions.
  - Technical Specifications.
  - Geotechnical Report.
  - Federal Assurances.
  - Environmental documents that apply to this effort / site.

Tartaglia will prepare specification booklets to include District-provided materials including District standard boiler plate specifications and contract. Present specification outline to the District with the 50% complete plan submission. Present draft specifications with the 75% and 95% plan submissions, and complete documents with the bid-ready plans.

- D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 75% complete plan-set. Submit the completed CSPP with the 95% complete plans. Gain District approval. On behalf of the District, upload the CSPP through the FAA's 7460-1 - Notice of Proposed Construction or Alteration, upload and approval process.
- E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:
- Construction approach.
  - Proposed phasing and duration of construction.
  - Availability of construction materials.
  - Project packaging and bidding.
  - Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
  - FAA pavement design program run.
  - Construction cost estimate reflective of the completed construction documents.
- F. Coordinate and provide assistance in securing FAA review and approval of the design.

- G. Perform all final revisions to plans and specifications based on input and review by the District, FAA, and any other agency or entity that has an interest and has provided review comments to the documents.
- H. Re-package original June 2021 bidding documents, reflecting a minor change of scope of the extent of taxiway improvements, including a revision to plans & specifications for re-bidding (March 2022). Prepare a revised CSPP for submission to and approval by FAA.
- I. Re-package the March 2022 bidding documents reflecting yet another change of scope of the extent of taxiway improvements, including a revision to plans & specifications for re-bidding in October 2022. This package to reflect only the Base Bid Schedule portion of work from the original and first revised plans, along with a slight extension of improvements along Taxiway A. Prepare a revised CSPP for submission to and approval by FAA.

The following deliverables are due during and before the conclusion of the Design Phase:

- Electronic file copy and five (5) paper copies of the approved plans.
- Electronic file copy and five (5) paper copies (1 unbound) of the approved specifications.
- Separate electronic file copy and five (5) paper copies of the CSPP.
- Electronic file copy and three (3) paper copies of Engineer's Design Reports.

### **3.1 BIDDING PHASE – JUNE 2021**

The projects first public bidding process occurred in June 2021. During the bidding process, the FAA notified the District that there was no funding for the project. The bid was closed before bids were received.

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.

**At the direction of the FAA, the bidding effort was terminated before receipt and opening of contractor bids.**



### **3.2 BIDDING PHASE – MARCH 2022**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and take notes at the Bid Opening. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract to FAA.
- I. Additional procurement effort: The FAA-issued grant for this project was received after the end of the bid validity period, and the low bidder would not honor his pricing. On behalf of the District, Tartaglia Engineering attempted to negotiate a fair and equitable upward adjustment to the bid, reflective of the high inflation period experienced since the time of the bid. This effort included:
  - Communicate and negotiate with apparent low bidder from February bid opening. Summarize current status and request bid adjustment material.
  - Perform a detailed review and evaluation of the material received. Communicate with District the results of this effort and seek input / opinion, regarding going forward.
  - Prepare written communication to the contractor and to FAA regarding the final disposition of the expired bid and plans for re-packaging and re-bidding the project.

### **3.3 BIDDING PHASE – OCTOBER 2022**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Provide Notice Inviting Sealed Bids to the District in electronic file format for publication, for placement on the District's web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with District standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and take notes at the Bid Opening. Prepare a detailed bid spreadsheet summary, identifying all line item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract to FAA.

The following deliverables are due during or before the conclusion of the Bidding Phase:

- Pre-Bid Conference agenda and minutes.
- Addenda as necessary.
- Excel file copy of detailed line-item bid summary of all bids received.
- Letter summary of bid process, review of bids received, and recommendation for award of contract.

### **4 CONSTRUCTION PHASE**

**Contract duration based on award of construction contract, either:**

- **Base Bid** **90 Working Days**
- **Base Bid plus Additive Alternate A** **115 Working Days**

**\*Fee work-up includes both scenarios, Base Bid only and Base Bid plus Additive Alternate A.**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Prepare for, attend, and participate in the projects SRM panel initiated by FAA.

C. Schedule, chair, and take minutes at a Pre-Construction Conference:

- Part One to include general discussion about scope, phasing and sequencing, impacts to circulation around the airport.
- Tenants and users invited to Part One.
- Part Two to include detailed discussion about mechanics of project completion.

D. Construction contract management:

- Assist District in the preparation of contracts.
- Active communication between all parties of interest including the District, contractor, and tenants. Provide project updates and advance scheduling information in a format suitable for District dissemination to parties of interest.
- Support the District in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
- Support the District and contractor in management of construction site stormwater management responsibilities including completion of a Storm Water Pollution Prevention Plan (SWPPP), securing the Waste Discharge Identification Number (WDID), paying permit fees, progress and annual reporting during the construction period, and securing state final acceptance of the site along with receipt of a Notice of Termination (NOT).
- Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
- Material submittal review including processing of airfield electrical and pavement mix designs to FAA for their review and concurrence.
- Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
- Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
- Preparation and submission of the FAA's weekly Construction Progress and Inspection Report, with photo attachment.
- Periodic general and subcontractor employee interviews for verification of Davis-Bacon compliance.
- Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, District-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain District and FAA approval of same.
- Review and approval of contractor periodic progress payments.
- Receive, document, and verify DBE levels of participation.
- Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
- Participate in Preliminary Final and Final inspections. Prepare and distribute Punch List.
- Prepare final correspondence to the Airport District for final acceptance. Prepare and submit Notice of Project Final Acceptance.

E. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through 'look-ahead' tailgate meetings:

- Issues and opportunities.
  - Phasing and sequencing.
  - Lighting, delineation, and FOD check.
  - Perimeter security issues, and gate access protocol.
  - Identify expectations for performance.
- Daily inspection reports to include the following, at a minimum:
    - Day, date, and contract day.
    - Weather and working conditions (twice each shift).
    - Men and equipment.
    - Work accomplished.
    - Materials delivered.
    - Materials testing.
- Scheduling and coordination of all construction materials testing for Quality Assurance.
  - Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
  - Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
  - Photo documentation of all activities.
  - Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals).
  - Review contractor-prepared "As-Built" marked up drawings.
  - Document contractor performance relative to construction site storm water management.
  - Establish individual pay items quantities through field measurement or from material delivery tickets.
  - Complete contractor compensation adjustment worksheets based on performance.
  - Determine periodic pay and final pay quantities.
  - Participate in preliminary and final inspections, with input to the Punch List.
- F. Survey – Survey Control and pick-up topographic survey:
- Provide control in the field for contractor use.
  - Provide additional topographic survey, as needed, to support design and construction improvements.
  - Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
  - Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys.
  - Blue-top verification of finished aggregate base grade and asphalt surface.
- G. Construction materials testing:
- Embankment and subgrade preparation.
  - Utility trench backfill.
  - Recycled aggregate sub-base and base.
  - Hot-mix asphalt pavement.
  - Portland cement concrete slumps and cylinders.
  - Active participation and support in asphalt pavement test strips.

## **5 COMPLETION PHASE**

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor, including any adjustments based on performance. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With Inspector input, revise electronic file version of the project plans to reflect the completed project.
- D. Complete all state documentation including fees and secure a project Notice of Termination (NOT).
- E. Assure complete contractor vacation of the airport and yard, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- F. Confirm receipt of all O&M manuals, contractor close-out submittals.
- G. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- H. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the District for signature and processing to the FAA.
- I. Provide final accounting documentation for the contractor and professional support team. Provide documentation to District in support of either a grant amendment or de-obligation of unused grant funds.

The following deliverables are due at the conclusion of the Completion Phase:

- Final Engineer's Report.
- Project accounting including final contractor pay quantities and balancing change order.
- Project photos.
- All materials testing results.
- As-Built plans.
- Material submittals.
- All weekly progress reports.
- All daily construction inspection reports.
- Results of all payroll interviews.
- Documentation regarding final pay to all DBE's.
- O&M Manuals and other close-out submittals.

Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

## **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 re-bidding, Construction and Completion Phases according to the following:

Pre-Construction Conference:	February, 2023
Notice to Proceed (with construction):	Upon receipt of FAA authorization
Construction:	90 or 115 working-day contract
Completion Phase:	Within 90 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 eighty-four thousand one hundred forty-six Dollars (\$84,146.00).

All services identified in the Scope of Services Section of this Exhibit, **Design Phase**, on a Time and Materials Basis, Not to Exceed six hundred sixty-seven thousand one hundred twelve Dollars (\$667,112.00).

All services identified in the Scope of Services Section of this Exhibit, **Bidding Phase**, encompassing a total of three public bidding efforts (June 2021, March 2022, and October 2022), on a Time and Materials Basis, Not to Exceed ninety-eight thousand nine hundred forty-one Dollars (\$98,941.00).

All services identified in the Scope of Services Section of this Exhibit, **Construction Phase**, on a Time and Materials Basis dependent on award of construction contract, Not to Exceed five hundred sixty-four thousand eight hundred seventy-two Dollars (\$691,548.00) for Base Bid Award, or six hundred eighty-seven thousand five hundred sixty-seven Dollars (\$687,567.00) for Base Bid + Additive Alternate A Award.

All services identified in the Scope of Services Section of this Exhibit, **Completion Phase**, on a Time and Materials Basis, Not to Exceed thirty-four thousand seven hundred fifty-two Dollars (\$34,748.00).

Total Agreement Compensation if only Base Bid Awarded, Not to Exceed:	<b>\$1,449,833.00</b>
Total Agreement Compensation if Base Bid and Add. Alt. A Awarded, Not to Exceed:	<b>\$1,572,528.00</b>

**The total contract amount is contingent to award of the construction contract.**

(The budget for Professional Services identified in the federal grant application is \$1,471,700.00. The cost difference reflects un-anticipated effort for modifying the scope of the project to reflect the grant amount, re-packaging the plans and specifications, and going through the bidding phase effort three separate times.)

**TARTAGLIA ENGINEERING HOURLY RATE SCHEDULE**

Principal-In-Charge.....	\$158.00 per hour
Licensed Land Surveyor .....	\$136.00 per hour
Registered Civil Engineer .....	\$147.00 per hour
Project Manager .....	\$119.00 per hour
Technician III - Engineer / Survey / Environmental.....	\$111.00 per hour
Technician II - Engineer / Survey / Environmental.....	\$91.00 per hour
Technician I - Engineer / Survey / Environmental .....	\$73.00 per hour
Clerical.....	\$58.00 per hour
Professional Travel Time.....	\$90.00 per hour
Inspector:	
Day, Straight Time .....	\$136.00 per hour
Day, Overtime .....	\$159.00 per hour
Night, Straight Time .....	\$148.00 per hour
Night, Overtime.....	\$161.00 per hour
(Minimum night shift = 4 hours)	
Survey Party:	
One Man.....	\$197.00 per hour
Two Man .....	\$268.00 per hour

***(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)***

Direct expenses shall be reimbursed as follows:

Mileage .....	\$0.56 per mile
Per diem .....	\$170.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after September 30, 2023

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$158.00	\$136.00	\$147.00	\$111.00	\$91.00	\$73.00	\$58.00	\$197.00	\$136.00	\$148.00	\$161.00	\$90.00	\$0.56	\$170.00	
<b>1 Preliminary Eng. Phase</b>																
A	Management of team & work	18.0		20.0				6.0								\$6,132.00
B	Kick-off meeting	14.0		14.0												\$4,270.00
C	Inventory & review materials	6.0	12.0	16.0	14.0		24.0	4.0								\$8,470.00
D	Geotechnical Investigation	See Earth Systems Proposal dated September 3, 2020														\$21,580.00
E	Topographic Survey	2.0	36.0	18.0	42.0	16.0			68.0							\$27,372.00
F	Prelim. design & summary	12.0	12.0	26.0	36.0	18.0	30.0	6.0								\$15,522.00
	Supplies, Postage															\$800.00
	<b>Sub-Total</b>															<b>\$84,146.00</b>
<b>2 Design Phase</b>																
A	Management of team & work	80.0		90.0				8.0								\$26,334.00
B	Prepare improvement plans	126.0	12.0	804.0	980.0	732.0	164.0	18.0								\$328,136.00
C	Prepare specs. / contract docs.	84.0	12.0	210.0	48.0			28.0								\$52,726.00
D	Prepare CSPP & process	28.0		16.0	18.0	4.0	16.0	9.0								\$10,828.00
E	Engineer's Design Report	12.0		96.0	16.0			2.0								\$17,900.00
F	Coord. FAA review / approval	68.0		42.0	36.0	30.0	6.0	5.0								\$24,372.00
G	Perform all revisions.	16.0	4.0	216.0	296.0	160.0	80.0	9.0								\$88,602.00
H	Re-package Plans and Specs	56.0	2.0	112.0	182.0	104.0	32.0	2.0								\$57,702.00
I	Re-package Plans and Specs	44.0	2.0	98.0	164.0	96.0	32.0	2.0								\$51,022.00
	Supplies, Prints, Postage															\$9,500.00
	<b>Sub-Total</b>															<b>\$667,122.00</b>
<b>3.1 Bidding Phase (June, 2021)</b>																
A	Management of team and work	10.0						3.0								\$1,754.00
B	Provide Notice Inviting Bids	3.0		3.0				1.0								\$973.00
C	Distribute documents	4.0		12.0				8.0								\$2,860.00
D	Pre-Bid Job Walk	14.0						4.0								\$2,444.00
E	Answer questions. Addenda.	16.0		38.0	24.0	8.0		4.0								\$11,738.00
	Supplies, Postage															\$2,200.00
	<b>Sub-Total</b>															<b>\$21,969.00</b>



		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$158.00	\$136.00	\$147.00	\$111.00	\$91.00	\$73.00	\$58.00	\$197.00	\$136.00	\$148.00	\$161.00	\$90.00	\$0.56	\$170.00	
<b>3.2 Bidding Phase (March, 2022)</b>																
A	Management of team and work	10.0						3.0								\$1,754.00
B	Provide Notice Inviting Bids	3.0		3.0				1.0								\$973.00
C	Distribute documents	4.0		12.0				8.0								\$2,860.00
D	Pre-Bid Job Walk	14.0						4.0								\$2,444.00
E	Answer questions. Addenda.	16.0		38.0	24.0	8.0		4.0								\$11,738.00
F	Att. opening. Prepare summary	10.0		10.0			10.0	3.0								\$3,954.00
G	License, DIR, DBE review	15.0		38.0				3.0								\$8,130.00
H	Letter summary & recommend.	5.0						2.0								\$906.00
I	Additional Procurement Effort	16.0		12.0	14.0	12.0		2.0								\$7,054.00
	Supplies, Postage															\$2,200.00
	<b>Sub-Total</b>															<b>\$42,013.00</b>
<b>3.3 Bidding Phase (October, 2022)</b>																
A	Management of team and work	10.0						3.0								\$1,754.00
B	Provide Notice Inviting Bids	3.0		3.0				1.0								\$973.00
C	Distribute documents	4.0		12.0				8.0								\$2,860.00
D	Pre-Bid Job Walk	14.0						4.0								\$2,444.00
E	Answer questions. Addenda.	16.0		38.0	24.0	8.0		4.0								\$11,738.00
F	Att. opening. Prepare summary	10.0		10.0			10.0	3.0								\$3,954.00
G	License, DIR, DBE review	15.0		38.0				3.0								\$8,130.00
H	Letter summary & recommend.	5.0						2.0								\$906.00
	Supplies, Postage															\$2,200.00
	<b>Sub-Total</b>															<b>\$34,959.00</b>

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$158.00	\$136.00	\$147.00	\$111.00	\$91.00	\$73.00	\$58.00	\$197.00	\$136.00	\$148.00	\$161.00	\$90.00	\$0.56	\$170.00	
<b>4A Construction Phase, Base Bid Only</b>																
A	Management of team and work	98.0		76.0	48.0			36.0								\$34,072.00
B	SMR Panel	8.0		2.0		2.0										\$1,740.00
C	Pre-Construction Conference	10.0		10.0			10.0			10.0						\$5,140.00
D	Construction management	228.0	10.0	570.0	194.0	128.0	162.0	78.0								\$170,706.00
E	Construction observation									228.0	684.0	76.0		1900.0		\$145,540.00
F	Survey control and review		38.0		28.0	25.0	12.0		58.0							\$22,853.00
G	Construction materials testing	See Earth Systems Proposal dated October 20, 2022														\$183,021.00
	Supplies, Postage															\$1,800.00
	<b>Sub-Total</b>															<b>\$564,872.00</b>
<b>4B Construction Phase, Base Bid Plus Additive Alternate A</b>																
A	Management of team and work	124.0		96.0	60.0			45.0								\$42,974.00
B	SMR Panel	8.0		2.0		2.0										\$1,740.00
C	Pre-Construction Conference	10.0		10.0			10.0			10.0						\$5,140.00
D	Construction management	288.0	12.0	720.0	246.0	162.0	204.0	98.0								\$215,600.00
E	Construction observation									288.0	864.0	120.0		2400.0		\$187,704.00
F	Survey control and review		48.0		36.0	32.0	16.0		72.0							\$28,788.00
G	Construction materials testing	See Earth Systems Proposal dated October 20, 2022														\$203,021.00
	Supplies, Postage															\$2,600.00
	<b>Sub-Total</b>															<b>\$687,567.00</b>

		Principal	Land Survey.	Civil Eng	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspect. Day ST	Inspect. Night ST	Inspect. OT	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$158.00	\$136.00	\$147.00	\$111.00	\$91.00	\$73.00	\$58.00	\$197.00	\$136.00	\$148.00	\$161.00	\$90.00	\$0.56	\$170.00	
<b>5 Completion Phase</b>																
A	Management of team and work	18.0						2.0								\$2,960.00
B	Final pay quantity & adjustment			12.0						12.0						\$3,396.00
C	Prepare As-Built plans	12.0	4.0	22.0	32.0	20.0				8.0						\$12,134.00
D	Storm water NOT	2.0		2.0				2.0								\$726.00
E&F	Contractor close out			4.0						12.0						\$2,220.00
G	Final Engineer's Report	18.0		28.0		4.0	2.0	8.0		8.0						\$9,022.00
H&I	Final documentation	10.0		6.0				4.0								\$2,694.00
	Supplies, Postage															\$1,600.00
	<b>Sub-Total</b>															<b>\$34,752.00</b>
<b>Summary</b>																
															Est. Construction Cost - Original Bid Package	<b>\$13,100,000.00</b>
															Est. Construction Cost - Base Bid Oct. 2022	<b>\$7,000,000.00</b>
															Est. Construction Cost - BB + Add. A Oct. 2022	<b>\$8,300,000.00</b>
												Services as a Percent of Construction				
												<b>Preliminary, Design, and Bidding Phases Combined</b>		6.5%	<b>\$850,209.00</b>	
												<b>Construction (Base Bid) and Completion Phases Combined</b>		8.6%	<b>\$599,624.00</b>	
												<b>Construction (BB + Add. Alt. A) and Completion Phases Combined</b>		8.7%	<b>\$722,319.00</b>	
<b>Total, if Base Bid is Awarded: Preliminary, Design, Bidding, Construction, and Completion Phase Services ( Task 1, 2, 3.1, 3.2, 3.4, 4A, and 5)</b>																<b>\$1,449,833.00</b>
<b>Total, if Base Bid plus Additive Alternate A is Awarded: Preliminary, Design, Bidding, Construction, and Completion Phase Services ( Task 1, 2, 3.1, 3.2, 3.4, 4B, and 5)</b>																<b>\$1,572,528.00</b>
<b>Notes and Assumptions</b>																
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.															
2	Inspector mileage on site = 20 miles per day															
3	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.															
4	Base Bid: Assumed 90 working day construction period. 18 weeks of construction, plus one week before - 19 weeks. 8 hours per day plus allocation of 4 OT hours per week.															
5	Base Bid Plus Add. Alt. A: Assumed 115 working day construction period. 23 weeks of construction, plus one week before - 24 weeks. 8 hours per day plus allocation of 4 OT hours per week.															
6	Assumed 1 shift per week to require 2 on-site inspectors															
7	Assumed night work for 75% of shifts, and day work 25% of shifts.															

**SERVICE AGREEMENT FOR PROFESSIONAL SERVICES  
FOR THE SANTA MARIA AIRPORT U.S. CUSTOMS BUILDING REMODEL**

By this Service Agreement ("Agreement") dated December 28, 2022, by and between SANTA MARIA PUBLIC AIRPORT DISTRICT, a public airport district of the State of California ("District") and RAVATT ALBRECHT & ASSOCIATES, INC. ("Architect"), District hires Architect to perform, and Architect agrees to perform, the professional Architect and Mechanical Engineering services described below, subject to the following terms, conditions, and provisions:

**Scope of Agreement.** Architect shall develop Design documents and construction documents for the remodel of the U.S. Customs Building at the Santa Maria Airport, Santa Maria, California, as further described in Exhibit "A", an Eight (8)-page proposal from the Architect dated December 2, 2022.

1. **Time of Performance.** Architect shall commence work upon execution of this agreement, and shall complete services as listed on Exhibit "A" on or by October 31, 2023.

2. **Compensation.** District shall compensate Architect for all services to be provided by Architect under this Agreement, including all labor, materials, and expenses, as invoiced for services completed on a time and materials basis as set forth in Exhibit "A", not to exceed Thirty-Three Thousand, One Hundred and Fifty-Seven Dollars (\$33,157.00). There shall be no charge made or reimbursement given for mileage or travel time in Santa Maria, California.

3. **Materials and Documents.** Except as otherwise specified in this Agreement, Architect will bear the cost and expense of all materials and supplies, used or needed by Architect in the performance of the Services and the work product to be delivered to District. District shall be the owner of all drawings, mylars, reproducibles, plans, specifications, test results, and other documents, data and work products, produced or resulting from the services of Architect, subject to the terms outlined herein, including copyright. District will make available all existing plans, maps, data and information it has that may be needed by Architect to perform the Services. Architect may retain copies of the original documents for its files.

The District acknowledges that any and all information produced by Architect under this agreement, including plans, specifications, data, reports, construction documents or electronic files ("documents"), are instruments of professional service. Nevertheless, such documents will become the property upon completion of work and payment in full of all monies due the Architect. In the event the District consents to, allows, authorizes, or approves of changes to such documents, and these changes are not approved in writing by the Architect, the District recognizes that such changes and the results thereof are not the responsibility of the Architect. Therefore, the District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, and sub-consultants (collectively, Architect) against any claims, damages, liability or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the District or any person or entity that acquires or obtains the documents from or through the District. In the event that Architect's services are terminated in accordance with this agreement, this provision shall also apply to documents delivered to District after such termination. Such delivery shall be contingent upon payment in full of all monies then due Architect.

4. **Assignment.** This Agreement or any interest herein shall not be assigned by either party hereto.

5. **Architect Independent Contractor.** The parties intend that Architect 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 Architect. Architect is not to be considered an agent or employee of District for any purpose, and the officers, employees and agents of Architect are not entitled to any of the benefits that District provides for its employees, including workers' compensation insurance. It is understood that Architect is free to contract for similar services to be provided to others while under contract with the District.

6. **Architect's Records.** Full and complete Project records of the Architect's services and expenses and records between District and Architect shall be kept and maintained by Architect and shall be retained by Architect for three (3) years after District makes final payment to Architect hereunder and all pending matters regarding the Architect's Services and the Project are closed. 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 Architect for the purpose of making audits, examinations, excerpts and transcriptions.

7. **Termination.** District may terminate this Agreement upon failure by Architect to perform the terms and conditions of this Agreement within ten (10) days of receipt of written notice from District specifying the manner in which Architect has failed to satisfactorily perform. In the event of such termination, Architect shall not be entitled to further compensation from District.

Architect may terminate this Agreement upon giving the District ten (10) calendar days prior written notice for any of the following: (1) breach by the District of any material term of this Agreement, including but not limited to Payment Terms (2) transfer of District ownership of the project by the District to any other persons or entities not a party to this Agreement was entered into, coupled with the failure of the parties here to reach accord on the fees and charges for any additional services required because of such changes.

8. **Suspension or Abandonment of Project.** District may at any time suspend or abandon a 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 to Architect, 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 Architect, as full and final settlement, compensation for all of Architect'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 Architect's Services rendered to the date of receipt of such notice bears to the total compensation the Architect would have received had the project been completed.

9. **Indemnification.** Architect shall indemnify and hold harmless District, its directors, officers, employees and agents from and against any and all loss, damage, liability, reasonable defense costs, expenses which District may incur, sustain or be subject to, including attorneys' fees, arising out of with the Services or work to be performed by Architect, to the extent caused by the negligence, act or omission of Architect, its officers, agents, employees or subconsultants, or anyone employed by any of them or anyone for whose acts any of them may be liable, excepting only where attributable to the active negligence or willful misconduct of District.

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

Automotive Liability, General Liability 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 or claim.

Before or concurrently with the execution of this Agreement, Architect 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, Architect shall provide a thirty (30) day written notice to District prior to implementation of a reduction of limits or material change of insurance coverage as specified herein, of any policy before the expiration of thirty (30) days (ten (10) days notice for non-payment of premium) after the District shall have received notification by U. S. first class mail from the insurance carrier. District shall be named an additional insured for each policy, without offset to any insurance policies of District.

11. **District's Designated Representative.** District designates its General Manager as its "Designated Representative." The Designated Representative is authorized to review critique and approve the services of Architect.

12. **Extra Services.** There will be no payment of extra Services by Architect unless they are expressly authorized in writing by District's Board of Directors before the Services are performed.

13. **Project Manager.** Greg Ravatt shall be the Architect's Project Manager and shall be directly involved in the performance and supervision of the Services. Architect shall not change its Project Manager without District's prior written approval.

14. **Notices.** Notices pursuant to this Agreement shall be given by United States mail, postage prepaid, addressed to the parties hereto as follows:

DISTRICT: Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455  
Attention: General Manager

ARCHITECT: Greg Ravatt, Architect  
Ravatt Albrecht & Associates, Inc.  
125 Union Ave. #201  
Orcutt, CA 93455

15. **Invoices and Payment.** At regular intervals during the performance of the Services, and upon completion of the Services, Architect shall send an invoice to District describing the Services performed, the cost of the Services, and the percentage of contract completed. District shall pay any undisputed invoice, or any undisputed portion of an invoice, within thirty (30) days of District's receipt of the invoice.

16. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. **Waiver.** The waiver of any term, provision or condition of this Agreement by any party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, provision or condition of this Agreement.

18. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement between District and Architect. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both District and Architect. The captions in this Agreement are for convenience only in identifying the various provisions, and shall not constitute a part of this Agreement nor be used in interpreting the same.

19. **Attorneys' Fees.** In the event of any dispute between the parties hereto, arising out of or relating to this Agreement or the breach or interpretation thereof, which results in either party initiating an action, arbitration, proceeding, or appeal, the prevailing party shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs as fixed by the court, arbitrator or other hearing officer, to be paid by the losing party.

20. **Time.** Time is of the essence in this Agreement.

21. **Authority.** The individuals executing this Agreement warrant they are expressly authorized to do so on and in behalf of their respective parties.

22. **Negotiated Agreement.** The terms and conditions of this Agreement have been negotiated by the parties. Each party is represented by legal counsel. Each party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits hereto.

23. **Interpretation and Venue.** This Agreement is to be interpreted in accordance with the laws of the State of California. Any legal action relating to this Agreement shall be brought in the court of appropriate jurisdiction in the County of Santa Barbara, State of California.

24. **Time for Performance.** Except as otherwise expressly provided for in this Agreement, should either party be prevented or delayed from the performance of any act required by this Agreement by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability, not in the control of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused.

25. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by District to any assignment of this Agreement or any interest therein.

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

Dated: **December 28, 2022**

Approved as to form on behalf of District:

DISTRICT:

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

\_\_\_\_\_  
Ignacio Moreno, President

Approved as to form:

\_\_\_\_\_  
David Baskett, Secretary

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

Architect:

\_\_\_\_\_  
Greg Ravatt, AIA, CID,  
Principal Architect





December 2, 2022

Mr. Richard Tokoph  
Santa Maria Airport District  
Operations and Maintenance Manager  
3217 Terminal Drive  
Santa Maria, CA 93455  
Phone: (805) 922-1726 ext. 113  
Email: [rtokoph@santamariaairport.com](mailto:rtokoph@santamariaairport.com)

**RE: PROPOSAL FOR PROFESSIONAL SERVICES  
Santa Maria Airport – US Customs Building Remodel, Santa Maria, CA 93455**

Dear Mr. Tokoph:

On behalf of Ravatt Albrecht & Associates, Inc. (RA), I am pleased to submit to the Santa Maria Airport District (Client) our Professional Services proposal for developing Design Documents and Construction Documents for Remodel of the US Customs Building at the Santa Maria Airport. Our proposal is provided below for your review and will serve as our contract for services upon your acceptance.

**PROJECT DESCRIPTION**

Our Services are to provide design and construction documents for the remodel of the US Customs Building per the provided **Upgrade List w CBP comments 10.13.22**. Design for improvements to provide the two dedicated parking spaces at the front of the building and 1 airfield parking space will be completed by others under separate contract to the District.

**PROJECT ASSUMPTIONS**

The proposed project is located in an AS-1 Zone in the City of Santa Maria. The design will be based on the requirements of the City of Santa Maria Municipal Code as well as the Upgrade List.

**SCOPE OF WORK: ARCHITECTURAL SERVICES**

**Fee: \$22,031 Fixed**

The following Professional Services are included in the Basic Scope of Services, which includes the Design and Construction Documents phase. All design is in accordance with the Current California Building (2019) Code and local municipal codes:

Design Development

- Title Sheet w/ Site Location Plan
- Conceptual Floor Plan with notes
- Design Development (35% complete) submittal for the District's review

Architectural Construction Documents

**RAVATT, ALBRECHT & ASSOCIATES, INC.**

**Orcutt Office:** 125 Union Ave. #201, Orcutt, CA 93455 | PO Box 2267, Santa Maria, CA 93457-2267 | 805-928-5002  
**San Luis Obispo Office:** 1371 Pacific St., San Luis Obispo, CA 93401 | 805-786-4391 | [www.RAArchitectsEngineers.com](http://www.RAArchitectsEngineers.com)

- Title Sheet
- Code Analysis Sheet
- Floor Plan
- Finish Plan and Schedule
- Enlarged Restroom Plan
- Details
- 90% complete submittal for the district's review and submittal to Santa Maria Building department.

#### Project Management

- Coordination with Client
- Coordination with Surveyor and/or Civil Engineer
- Coordination with The City of Santa Maria Planning and Building Department
- One Site visit for measurements of the site.
- One Meeting with the Client and up to two meetings/hearings with planning.

#### Project Submittals

- 35% complete submittal for the District's review
- Initial Submittal (90%) to the City of Santa Maria Planning Department and Building Department.
- One Re-Submittal with responses each to planning and building.

### **SCOPE OF WORK: MECHANICAL ENGINEERING SERVICES**

**Fee: \$5,950.00 Fixed**

#### Mechanical and Plumbing Construction Documents

- California Title 24 Energy Code Calculations for Newly Conditioned spaces
- California Mechanical Code Ventilation Calculations for Occupied Areas
- HVAC Systems Design (split system cooling / heat pump) for IT room
- Mechanical drawings to include a notes sheet, HVAC system plans, and mechanical details.
- Plumbing drawings to include a notes sheet, plumbing plan, waste & vent plan, and details.

### **SCOPE OF WORK: SERVICES DURING CONSTRUCTION**

**Fee: \$5,176.00**

#### Weekly Construction Review

- Weekly project site visits, assuming 20 weeks of construction activity
- Weekly Field report

### **ADDITIONAL SERVICES**

**Fee: Hourly, per the attached Hourly Rate Schedule**

- Site visits, additional to those listed above, requested and approved by the client are not

included and will be billed hourly.

- Additional plan check comment response cycles after the first re-submittal are not included in the proposed fee and will be billed hourly.

### **PROJECT FEE**

We propose to provide the above described Professionals Services as follows:

- Fixed fee of **\$33,157** (based upon percentage of work complete).+
- Hourly fee for site visits or additional services as needed and approved. Additional services will be invoiced on an hourly basis with Client authorization, per our attached rate schedule.

We are ready to negotiate with you, if necessary, to be sure our services meet your expectations regarding both budget and scope. We are ready to begin work upon execution of this agreement. This proposal is valid for 30 days from the date above.

### **PROJECT SCHEDULE**

RA will work diligently with the Client to establish and meet mutually agreed upon schedules.

### **CLIENT RESPONSIBILITIES**

Client shall provide relevant information including, but not limited to:

1. Site survey/topographic map (in AutoCAD format).
2. All fees paid to public agencies.
3. The Client will provide any record drawings or relevant AutoCAD drawing files if they are available.
4. The Client will provide cut sheets of any proposed specialized equipment, finishes or other requirements to RA.
5. The Client will provide any US customs guides, standards or references required to complete the project that are not readily available to the public
6. The Client will provide signatures on documents as required by the governing authority.
7. The Client shall arrange access by the Architect/Engineer to the site for measurements and verification as required for project completion.

### **REIMBURSABLES: PRINTING, SHIPPING, AND TRAVEL COSTS**

All reproduction, shipping, and travel costs associated with the fulfillment of the above scope of work are not included in our design fee and shall be billed per our attached Hourly Rate Sheet. The Client is responsible for creating an account for printing services and granting RA permission to print set documents as required for Submittals.

### **DESIGN FEE EXCLUSIONS**

Any item or service not specifically included or excluded shall be deemed excluded. The following items are specifically excluded from this scope of work:

1. Site survey/topographic mapping of existing site conditions
2. Existing utility locating and mapping
3. Soils/geological reports
4. Plan review or permit fees paid to public agencies
5. 3D model and renderings
6. All reproduction/printing
7. Any work outside the facility described in the above scope of work
8. Coordination with consultants employed by the distract except those performing work described in this proposal

9. Additional work required by the governing jurisdiction for code interpretation or changes in planning approvals
10. Sign design/sign permit
11. Coordination of utility service
12. Cost estimating
13. Civil engineering
14. Structural engineering
15. Electrical engineering
16. Fire protection design services
17. Landscape architecture
18. Existing facility system operational testing
19. Industrial waste water systems design
20. All construction testing and inspections

### **PROPOSED COMPENSATION AND INVOICING**

Client shall compensate RA monthly per the approved Hourly Compensation Rates, plus reimbursable expenses charged at cost, plus 15%, for handling. Final plans will be submitted upon receipt of final payment. If any billing is not paid within 90 days, no further services will be performed until all past due amounts are paid.

### **Designated Services**

Unless otherwise provided, the Architect's/Engineer's designated services consist of those services identified in the Schedule of Designated Services as being performed by the Architect, Architect's employees, and Architect's consultants, and as described in the Descriptions of Designated Services.

### **Changes in Project Scope**

Services required because of significant changes in the Project including, but not limited to, size, quality, or complexity.

### **Contingency or Contingent Services**

In the event unforeseen conditions warrant additional services, including but not limited to: additional design, additional government processing, additional consultant coordination, or additional working drawings or details above and beyond the scope of work typical as required by municipal agencies to obtain a building permit as described by the California Building Code. The Client will be notified by the Architect in writing, in the event such services are required. Prior to the start of work for any contingent services or contingency, written authorization will be required by the Client.

### **CLIENT RESPONSIBILITIES**

#### **Representative**

The Client shall designate a representative authorized to act on the Client's behalf with respect to the project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

#### **Notice**

Prompt written notice shall be given by the Client to the Architect if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

#### **Information**

The Client shall provide full information regarding requirements for the Project, including but not

limited to: a current title report, soils report, current approved plans and documents, and current conditions of approval. If available, current CAD drawings in AutoCAD 2010 readable format shall be provided.

### **Tests, Inspections and Reports Furnished by Client**

Where necessary, the Client will take full responsibility for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, or unless otherwise provided in this Agreement.

### **Legal, Accounting, and Insurance Services Furnished by Client**

The Client shall furnish all legal, accounting, and insurance counseling services required for the Project.

## **USE OF PROJECT DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

### **Architect's Reserved Rights**

The Drawings, Specifications, and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

### **Limitations on Use**

The Client shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications, and other documents for information and reference in connection with the Client's use and occupancy of the Project. The Project Drawings, Specifications, and other documents shall not be used by the Client or others on other projects, for additions to this Project, or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

## **PAYMENTS TO THE ARCHITECT**

### **Direct Personnel Expense**

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

### **Reimbursable Expenses**

Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses:

1. Printing/plotting, reproductions, postage and handling of Project Drawings, Specifications, and other documents (other than internal "check sets").
2. Courier services, overnight deliveries, or other similar project-related expenditures.

### **Payments for Contingent Additional Services and Reimbursable Expenses**

Payments on account of the Architect's Contingent Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

### **Payments Withheld**

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors, or on account of the cost of changes in the Work, other than those for which the Architect has been found to be liable.

## **DISPUTE RESOLUTION**

## **Claims and Disputes**

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration, in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

## **LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate of RA and RA's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to RA's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of RA or RA's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by RA under this agreement.

## **PROVISIONS**

### **Hazardous Materials**

Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. If the Architect is required to perform services related to hazardous materials, the Client agrees to indemnify and hold harmless the Architect, the Architect's consultants and their agents and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of services by the Architect, the Architect's consultants or their agents or employees related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

### **Publicity**

The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials.

## **TERMINATION, SUSPENSION OR ABANDONMENT**

### **Termination for Breach**

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

### **Suspension by Client**

If the Project is suspended by the Client for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

### **Termination on Abandonment**

This Agreement may be terminated by the Client upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice to the Client. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

### **Suspension by Architect**

If the Client fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

**Compensation of Architect**

In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, along with Reimbursable Expenses due.

**CONTRACT DURATION AND LIMIT OF SERVICES**

This contract for services is good for a period of (1) one year from date of acceptance and signature. If duration of contracted services as listed above exceeds the contract limit of one year then Ravatt Albrecht & Associates, Inc. has the right to renegotiate the remainder of services under a new contract. If the Client becomes the Agent constructing the project, the contract between the Client and Ravatt, Albrecht & Associate, Inc. is voided and subject to re-negotiation.

Thank you for the opportunity to propose on this project. Please don't hesitate to call our office with any questions.

Sincerely,



Greg Ravatt, AIA, CID, Principal Architect  
California Licensed Architect, No. C20808  
Email: [gravatt@raarchitectseengineers.com](mailto:gravatt@raarchitectseengineers.com)

\_\_\_\_\_  
Client/Client's Authorized Agent

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date



**HOURLY RATE SCHEDULE**  
**RAVATT, ALBRECHT & ASSOCIATES, INC.**  
 Effective January, 2022

**EMPLOYEE RATES**

Principal Architect .....	\$170.00
Licensed Project Architect.....	150.00
Principal Engineer .....	170.00
Project Manager.....	150.00
Licensed Mechanical Engineer .....	150.00
Staff Engineer .....	110.00
Designer.....	95.00
Senior CAD .....	95.00
CAD/Clerical.....	85.00

**MILEAGE RATE (REIMBURSABLE)**

Per mile .....	.70
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**REPRODUCTION COSTS (REIMBURSABLE)**

Graphics, Printing.....	Invoice plus 15%
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**CONSULTANT FEES (REIMBURSABLE)**

Fees charged by RA's consultants will be charged at actual cost, plus 15%, to cover overhead and administrative expenses.

**BILLING AND PAYMENTS**

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1-½% per month will be charged on balances which are more than 30 days past due.





December 28, 2022

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

**Subject:** Authorization for tuition reimbursement for one staff member

**Summary**

Based upon section 10.5 of the Personnel Manual I am requesting reimbursement for Carla Osborn. Ms. Osborn has completed and passed this course at Embry-Riddle Aeronautical University.

**Budget**

Course	Tuition	Books	Total
Crisis Communication	\$1,395.00		\$1,395.00

**Overall Impact**

Approved 2022-2023 Budget for Education	\$21,400.00
Previously Approved for Education	\$8,030.06
Current Balance for Education	\$13,369.94
Amount of this Request	\$1,395.00
Balance Remaining if Approved	\$11,974.94

**Recommendation**

I recommend we repay Mrs. Osborn. The District will benefit as a result of additional training and these classes will assist the Operations Officer's pursuit of her bachelor's degree.

Sincerely,

A handwritten signature in blue ink, appearing to read "Veroneka Reade", is written over a light blue circular graphic element.

Veroneka Reade  
Manager of Finance & Administration

# EMBRY-RIDDLE

Aeronautical University

Carla Osborn  
[REDACTED]

**Account No:** 2513380  
**Statement Print Date:** 12/20/2022 12:40 PM  
**Statement From/To Date:** 10/1/2022 To 10/31/2022

Charges				
Date Posted	Term	Item Description	Amount	Currency
<b>Total Charges:</b>			<b>.00</b>	

Payments				
Date Posted	Term	Item Description	Amount	Currency
10/17/2022	Student Financials CR	Payment by Check	-1,395.00	USD
<b>Total Payments:</b>			<b>-1,395.00</b>	

Refunds				
Date Posted	Term	Item Description	Amount	Currency
<b>Total Refunds:</b>			<b>.00</b>	

Financial Aid				
Date Posted	Term	Item Description	Amount	Currency
<b>Total Financial Aid:</b>			<b>.00</b>	

**Net Total for Statement Date Range: -1,395.00**

*Charges are based on your home campus published rates. Residential and Worldwide students are only eligible for your campus specific rates regardless of modality.*

*Embry-Riddle will not provide refunds of tuition or fees due to suspension, modification, or cancellation of operations resulting from an act of God, strike, riot, disruption, health or safety emergency, or for any other reason beyond the control of the University.*

**Daytona Beach Campus:**  
1 Aerospace Boulevard  
Daytona Beach, FL 32114  
386-226-6285

**Prescott Campus:**  
3700 Willow Creek Rd.  
Prescott, AZ 86301  
928-777-3726

**Worldwide Campus:**  
Campus of Attendance  
386-226-6280

# EMBRY-RIDDLE

## Aeronautical University

**Name:** Osborn,Carla

**ID:** 2513380

**Term:** Worldwide 2022-10 October

**Cumulative GPA:** 3.945

<b>Class</b>	<b>Course Title</b>	<b>Units</b>	<b>Grade</b>
COMD 460	Crisis Communication	3.00	A