



<b>BOARD OF DIRECTORS AGENDA</b>
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**REGULAR MEETING**  
of the  
**BOARD OF DIRECTORS**  
of the  
**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**  
A Public Agency  
**Tuesday, October 4, 2022**  
**8:30 AM**  
**John G. Britton Auditorium**  
550 Olive Street, Santa Barbara, CA 93101

1. **CALL TO ORDER**
2. **ROLL CALL OF THE BOARD MEMBERS**  
Dave Davis (Chair), David Tabor (Vice Chair), Jen Lemberger (Secretary), Chuck McQuary (Director), Paula Perotte (Director), Arjun Sarkar (Director).
3. **REPORT REGARDING THE POSTING OF THE AGENDA**
4. **STATUS REPORT ON THE COVID-19 STATE OF EMERGENCY (ACTION MAY BE TAKEN - ATTACHMENTS)**  
Staff will request that the Board reconsider the circumstances of the COVID-19 State of Emergency.

**CONSENT CALENDAR**

5. **APPROVAL OF PRIOR MINUTES - (ACTION MAY BE TAKEN)**  
The Board of Directors will be asked to approve the draft minutes for the meeting of September 20, 2022.
6. **CASH REPORTS - (ACTION MAY BE TAKEN)**  
The Board of Directors will be asked to review and approve the Cash Reports from September 10, 2022 through September 23, 2022.

**THIS CONCLUDES THE CONSENT CALENDAR**

7. **PUBLIC COMMENT**  
Members of the public may address the Board of Directors on items within the jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk a "Request to Speak" form that includes both a description of the subject you wish to address and, if applicable, the agenda item number for which you would like to comment. Additional public comment will be allowed during each agenda item, including closed session items. Forms are available at [www.sbmttd.gov](http://www.sbmttd.gov) and at MTD Administrative offices.

<b>BOARD OF DIRECTORS AGENDA</b>
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- 8. 2022 TRANSIT ASSET MANAGEMENT PLAN – (INFORMATIONAL – ATTACHMENT)**  
Staff recommends that the Board review and comment on MTD's Draft 2022 Transit Asset Management Plan and revenue vehicle fleet disposition.
- 9. ON-CALL CONSTRUCTION MANAGEMENT SERVICES CONTRACT AWARD RECOMMENDATION - (ACTION MAY BE TAKEN –ATTACHMENT)**  
Staff requests that the Board authorize the General Manager to enter into a contract with Kitchell/CEM, Inc. for on-call construction management (CM) services for a term of three years with the option for two one-year contract extensions.
- 10. RENEWAL OF STAFF HEALTH INSURANCE EFFECTIVE JANUARY 1, 2023 – (ACTION MAY BE TAKEN –ATTACHMENT)**  
Staff recommends the Board of Directors authorize the General Manager to renew Staff medical insurance for the plan year effective January 1, 2023.
- 11. RESOLUTION AMENDMENT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS FOR TIRCP FUNDING (ACTION MAY BE TAKEN –ATTACHMENT)**  
Staff is requesting that the Board adopt the attached amended resolution allowing General Manager to execute a grant agreement and any amendments thereto from the Transit and Intercity Rail Program of the California State Transportation Agency (CalSTA) effective for ten (10) years rather than five (5) years.
- 12. GENERAL MANAGER'S REPORT – (INFORMATIONAL)**  
The General Manager will report on any updates to district activities.
- 13. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)**  
The Board will report on other related public transit issues and committee meetings.
- 14. ADJOURNMENT**

**AMERICANS WITH DISABILITIES ACT:** If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 805.963.3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



<b>BOARD OF DIRECTORS REPORT</b>
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<b>MEETING DATE:</b>	OCTOBER 4, 2022	<b>AGENDA ITEM: #4</b>
<b>DEPARTMENT:</b>	ADMINISTRATION	
<b>TYPE:</b>	ACTION ITEM	
<b>PREPARED BY:</b>	JERRY ESTRADA	
<b>REVIEWED BY:</b>	GENERAL MANAGER	
<b>SUBJECT:</b>	STATUS REPORT ON THE COVID-19 STATE OF EMERGENCY	

**RECOMENDATION:**

Staff requests that the Board reconsider the circumstances of the COVID-19 State of Emergency:

1. Consider whether state or local officials continue to impose or recommend measures to promote social distancing;
2. Find that the MTD Board has reconsidered the circumstances of the state of emergency, and that State or local officials continue to impose or recommend measures to promote social distancing; and
3. Direct staff to continue to notice and hold hearings as remote hearings consistent with Government Code § 54953(e)(3).

**DISCUSSION:**

On January 5, 2022, Governor Gavin Newsom issued Executive Order N-1-22, which among other things set a date of April 1, 2022 for public agencies to transition back to public meetings held in full compliance with the Brown Act, including how remote participation is conducted. In September 2021, the California State Legislature passed, and the Governor signed, Assembly Bill 361 (Rivas, 2021) (AB 361), which amends the Government Code to allow Brown Act bodies to continue to meet remotely if certain elements are met. AB 361 took effect immediately, but does not supersede Executive Order N-1-22. It applies to all Brown Act boards, committees, and commissions.

On January 31, 2020, the Secretary of Health and Human Services (HHS) declared a public health emergency under section 319 of the Public Health Service Act (42 USC § 247d) in response to COVID-19. On March 13, 2020, the US President declared a national emergency concerning the COVID-19 pandemic, which has been extended until February 24, 2022. On March 4, 2020, Governor Newsom declared a state of emergency for conditions caused by COVID-19, which has been extended until March 31, 2022. On March 12, 2020, the Santa Barbara County Director of Emergency Services proclaimed a Local Emergency as a result of the COVID-19 and the Santa Barbara County Health Officer declared a Local Health Emergency, due to the imminent and proximate threat to public health from the introduction of COVID-19. Thereafter, on March 17,

<b>BOARD OF DIRECTORS REPORT</b>
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2020, the Santa Barbara County Board of Supervisors ratified the Proclamation of a Local Emergency and the Declaration of a Local Health Emergency, which remain in effect.

As of February 15, 2022, Santa Barbara County Public Health Officials continue to recommend utilizing teleconferencing options for public meetings as an effective social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease (attached). As of September 27, 2022, the COVID-19 community transmission level is categorized as “low” in Santa Barbara County by the Centers for Disease Control & Prevention (CDC). As of September 8, 2022, the Santa Barbara County Public Health Department reports a case rate of 68.98 per 100,000 and a 3.6% test positivity rate. The County Health Officer and the California Department of Public Health continue to recommend all individuals wear a face covering in public indoor settings.

**ATTACHMENTS:**

- Health Officials AB 361 Social Distance Recommendation
- State of California Executive Order N-1-22



# ATTACHMENT A



## Public Health Administration

300 North San Antonio Road ♦ Santa Barbara, CA 93110-1316  
805/681-5100 ♦ FAX 805/681-5191

Van Do-Reynoso, MPH, PhD *Director*  
Suzanne Jacobson, CPA *Chief Financial Officer*  
Paige Batson, MA, PHN, RN *Deputy Director*  
Darrin Eisenbarth *Deputy Director*  
Dana Gamble, LCSW *Interim Deputy Director*  
Polly Baldwin, MD, MPH *Medical Director*  
Henning Ansorg, MD *Health Officer*

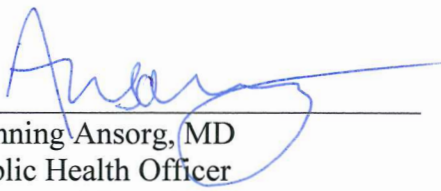
## HEALTH OFFICIALS AB 361 SOCIAL DISTANCE RECOMMENDATION

**Issued: September 28, 2021**

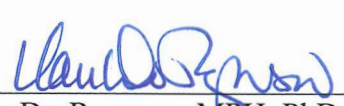
COVID-19 disease prevention measures, endorsed by the Centers for Disease Control and Prevention, include vaccinations, facial coverings, increased indoor ventilation, handwashing, and physical distancing (particularly indoors).

Since March 2020, local legislative bodies-such as commissions, committees, boards, and councils- have successfully held public meetings with teleconferencing as authorized by Executive Orders issued by the Governor. Using technology to allow for virtual participation in public meetings is a social distancing measure that may help control transmission of the SARS-CoV-2 virus. Public meetings bring together many individuals (both vaccinated and potentially unvaccinated), from multiple households, in a single indoor space for an extended time. For those at increased risk for infection, or subject to an isolation or quarantine order, teleconferencing allows for full participation in public meetings, while protecting themselves and others from the COVID-19 virus.

Utilizing teleconferencing options for public meetings is an effective and recommended social distancing measure to facilitate participation in public affairs and encourage participants to protect themselves and others from the COVID-19 disease. This recommendation is further intended to satisfy the requirement of the Brown Act (specifically Gov't Code Section 54953(e)(1)(A)), which allows local legislative bodies in the County of Santa Barbara to use certain available teleconferencing options set forth in the Brown Act.



Henning Ansorg, MD  
Public Health Officer  
County of Santa Barbara



Van Do-Reynoso, MPH, PhD  
Public Health Director  
County of Santa Barbara

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

EXECUTIVE ORDER N-1-22

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** on March 12, 2021, I issued Executive Order N-25-20, paragraph 11, and on March 17, 2020, I issued Executive Order N-29-20, paragraph 3, waiving certain requirements that public meetings of state bodies occur in-person; and

**WHEREAS** on June 11, 2021, I issued Executive Order N-08-21 to roll back certain provisions of my COVID-19-related Executive Orders and to clarify that other provisions remained necessary to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic; and

**WHEREAS** paragraph 42 of Executive Order N-08-21 specified that the waiver of requirements that public meetings of state bodies occur in-person would be valid through September 30, 2021; and

**WHEREAS** on September 16, 2021, I signed into law Assembly Bill 361 (AB 361), which amended the Government Code and Education Code to provide additional flexibility for state bodies to conduct public meetings via teleconference through January 31, 2022; and

**WHEREAS** since Thanksgiving, the statewide seven-day average case rate has increased by 805% and the number of COVID-19 hospitalized patients has increased by 154%; and

**WHEREAS** this surge is being driven by the recent emergence of the Omicron variant, which has recently been estimated to account for approximately 70% of cases sequenced nationally; and

**WHEREAS** early data suggest that the Omicron variant is more transmissible than the Delta variant; and

**WHEREAS** requiring large numbers of individuals to gather, and potentially travel long distances, for in-person public meetings could potentially, and unnecessarily, expose numerous people to COVID-19, further contribute to the ongoing surge in cases caused by the Omicron variant, compound disruptions to our economy, and undermine public health measures during the current State of Emergency; and

**WHEREAS** when the Legislature considered AB 361 this past fall, the Omicron variant had not emerged, and the virus had not demonstrated the ability to evade immunity; and

**WHEREAS** in light of the present surge in cases due to the Omicron variant, and to protect the public health and safety, it is necessary to temporarily extend the flexibilities for state bodies to conduct teleconferences under AB 361 beyond January 31, 2022, to provide state bodies the option of conducting public meetings remotely to reduce the risk of in-person exposure to members of the staff body, staff, and members of the public; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with the statutes specified in this Order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, and in particular, Government Code sections 8567, 8571, and 8627 do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

1. The sunset dates in Education Code section 89305.6, subdivision (g), and Government Code section 11133, subdivision (g), are suspended until March 31, 2022.
2. This Order shall expire at 11:59 p.m. on April 1, 2022.

**I FURTHER DIRECT** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 5th day of January 2022.



GAVIN NEWSOM  
Governor of California

**ATTEST:**

SHIRLEY WEBER, PH.D.  
Secretary of State





<b>BOARD OF DIRECTORS DRAFT MINUTES</b>
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**REGULAR MEETING**  
of the  
**BOARD OF DIRECTORS**  
of the  
**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**  
A Public Agency  
**Tuesday, September 20, 2022**  
**8:30 AM**  
**John G. Britton Auditorium**  
550 Olive Street, Santa Barbara, CA 93101

1. **CALL TO ORDER**  
Chair Dave Davis called the meeting to order at 8:30 AM.
2. **ROLL CALL OF THE BOARD MEMBERS**  
Chair Dave Davis reported that all members were present.
3. **REPORT REGARDING THE POSTING OF THE AGENDA**  
Hillary Blackerby, Planning and Marketing Manager reported that the agenda was posted on Thursday, September 15, 2022, at MTD's Administrative office, mailed and emailed to those on the agenda list, and posted on MTD's website.
4. **STATUS REPORT ON THE COVID-19 STATE OF EMERGENCY (ACTION MAY BE TAKEN - ATTACHMENTS)**  
The Board reconsidered the circumstances of the COVID-19 State of Emergency.  
  
Secretary Lemberger moved to approve staff's recommendation to continue to allow noticing and holding remote hearings, consistent with Government Code § 54953(e)(3). Director Sarkar seconded the motion. Chair Davis held a roll call vote and the motion was approved unanimously.

**CONSENT CALENDAR**

5. **APPROVAL OF PRIOR MINUTES - (ACTION MAY BE TAKEN)**  
The Board of Directors was asked to approve the draft minutes for the meeting of September 6, 2022.
6. **CASH REPORTS - (ACTION MAY BE TAKEN)**  
The Board of Directors was asked to review and approve the Cash Reports from August 27, 2022 through September 9, 2022.  
  
Vice Chair Tabor moved to approve the consent calendar with amendments to the action language on item #10. Director McQuary seconded the motion. Chair Davis held a roll call vote and the consent calendar was approved unanimously.

**THIS CONCLUDES THE CONSENT CALENDAR**

**7. PUBLIC COMMENT**

No public comments were made.

**8. AUTHORITY TO EXECUTE RENEWABLE DIESEL FUEL CONTRACTS – (ACTION MAY BE TAKEN –ATTACHMENT)**

Valerie White, Purchasing Agent requested that the Board provide advance authority to the General Manager to enter into a renewable diesel (RD) contract for an upcoming bid solicitation.

Vice Chair Tabor moved to approve advance authority to the General Manager to enter into a renewable diesel (RD) contract for an upcoming bid solicitation. Director Perotte seconded the motion. Chair Davis held a roll call vote and the motion was approved unanimously.

**9. RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS FOR TIRCP FUNDING - (ACTION MAY BE TAKEN –ATTACHMENT)**

Staff requested that the Board adopt resolution 2022-04 authorizing the General Manager to execute a grant agreement and any amendments thereto with the Transit and Intercity Rail Program (TIRCP) of the California State Transportation Agency (CalSTA).

Director Perotte moved to approve adoption of Resolution 2022-04. Secretary Lemberger seconded the motion. Chair Davis held a roll call vote and the motion was approved unanimously.

**10. “AT LARGE” BOARD MEMBER RECRUITMENT – (ACTION MAY BE TAKEN – ATTACHMENT)**

Staff and the assigned Ad Hoc Committee recommends that the Board authorize staff to initiate the “AT LARGE” Board Member recruitment.

Director Perotte moved to approve initiation of the Board member recruitment. Secretary Lemberger seconded the motion. Chair Davis held a roll call vote and the motion was approved unanimously.

**11. GENERAL MANAGER’S REPORT – (INFORMATIONAL)**

General Manager Estrada provided an update on district activities.

**12. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)**

General Manager Estrada recommended the Calle Real Ad Hoc remains engaged for the entitlement process of the previously approved agreement for development of the Calle Real Property. Board members agreed.

**13. ADJOURNMENT**

The meeting was adjourned at 8:49 AM.

**AMERICANS WITH DISABILITIES ACT:** If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 805.963.3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.

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**Santa Barbara Metropolitan Transit District**  
**Cash Report**  
**Board Meeting of October 4, 2022**  
**For the Period September 10, 2022 through September 23, 2022**

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**MONEY MARKET**

**Beginning Balance September 10, 2022** **\$6,936,959.81**

Passenger Fares	155,319.40
Accounts Receivable	91,104.48
Prepays & Advertising	39,495.04
Interest Income	1,544.40
Miscellaneous Income	232.16
<b>Total Deposits</b>	<b>287,695.48</b>

Bank & Credit Card Fees	(4,387.57)
401(k)/Pension Transfer	(30,937.12)
Workers' Compensation	(81,404.47)
Miscellaneous Transfers	(97,741.62)
Payroll Taxes	(164,972.80)
Payroll	(367,805.77)
Accounts Payable	(610,921.88)
<b>Total Disbursements</b>	<b>(1,358,171.23)</b>

**Ending Balance** **\$5,866,484.06**

**CASH INVESTMENTS**

LAIF Account	\$5,902,708.48
Money Market Account	5,866,484.06

**Total Cash Balance** **\$11,769,192.54**

**SELF INSURED LIABILITY ACCOUNTS**

WC / Liability Reserves	(\$4,491,095.66)
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**Working Capital** **\$7,278,096.88**

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**Santa Barbara Metropolitan Transit District**  
**Cash Receipts of Accounts Receivable**

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<b>Date</b>	<b>Company</b>	<b>Description</b>	<b>Amount</b>
9/13/2022	UCSB - Contract Fares	Contract Fares Summer Fees Jul '22	39,495.04
9/13/2022	UCSB - Contract Fares	Contract Fares Summer Fees Aug '22	39,495.04
9/14/2022	Wells Marketing, LLC	Advertising on Buses	225.00
9/14/2022	Wells Marketing, LLC	Advertising on Buses	1,328.40
9/20/2022	Moonlight Graphics/Mktg	Advertising on Buses	5,364.00
9/23/2022	Montecito Bank & Trust	Advertising on Buses	2,722.00
9/23/2022	SB School District	Passes/Token Sales	2,475.00
<b>Total Accounts Receivable Paid During Period</b>			<b>\$91,104.48</b>

**Santa Barbara Metropolitan Transit District**  
**Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
130291	8/26/2022	TAC ENERGY LLC	RENEWABLE DIESEL	38,371.32	V
130404	9/15/2022	ABC BUS COMPANIES INC	BUS PARTS	413.11	
130405	9/15/2022	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	285.00	
130406	9/15/2022	BRINK'S INCORPORATED	ARMORED TRANSPORTATION SERVIC	1,656.42	
130407	9/15/2022	JAMES BRACKETT	RETIREE HEALTH REIMBURSEMENT	178.00	
130408	9/15/2022	KARL BRETZ	RETIREE HEALTH REIMBURSEMENT	285.00	
130409	9/15/2022	ROBERT BURNHAM	RETIREE HEALTH REIMBURSEMENT	285.00	
130410	9/15/2022	BYD COACH & BUS LLC	BUS PARTS	74.36	
130411	9/15/2022	BYD MOTORS LLC	CAPITAL LEASE PAYMENT	31,625.22	
130412	9/15/2022	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	178.00	
130413	9/15/2022	MIKE CARDONA	RETIREE HEALTH REIMBURSEMENT	285.00	
130414	9/15/2022	COMPLETE COACH WORKS	FLEET RENEWAL CAMPAIGN	30,409.30	
130415	9/15/2022	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	538.72	
130416	9/15/2022	CROCKER REFRIGERATION & AIR	HVAC MAINTENANCE	1,525.91	
130417	9/15/2022	NANCY CURTIS	RETIREE HEALTH REIMBURSEMENT	222.86	
130418	9/15/2022	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	212.28	
130419	9/15/2022	EASY LIFT TRANSPORTATION, IN	MONTHLY ADA SUBSIDY	88,399.00	
130420	9/15/2022	EMERGENCY DRAIN SERVICES DB	DRAIN SERVICES	534.75	
130421	9/15/2022	ESP LOCKSMITH DBA	B&G REPAIRS & SUPPLIES	117.45	
130422	9/15/2022	EVERSHADE LLC DBA	STEAM CLEANING TC/EXPRESS ZONE	3,325.00	
130423	9/15/2022	FEDEX dba	FREIGHT CHARGES	45.29	
130424	9/15/2022	GENFARE LLC	FAREBOX REPAIRS & PARTS	27,899.29	
130425	9/15/2022	GIBBS INTERNATIONAL INC	BUS PARTS	294.80	
130426	9/15/2022	GILLIG LLC	BUS PARTS	5,890.69	
130427	9/15/2022	GARY GLEASON	RETIREE HEALTH REIMBURSEMENT	247.95	
130428	9/15/2022	GOODYEAR TIRE & RUBBER CO	BUS TIRE LEASE	11,003.68	
130429	9/15/2022	JILL GRISHAM	RETIREE HEALTH REIMBURSEMENT	285.00	
130430	9/15/2022	JIM HAGGERTY	RETIREE HEALTH REIMBURSEMENT	336.59	
130431	9/15/2022	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	285.00	
130432	9/15/2022	RICHARD HARRIGAN	RETIREE HEALTH REIMBURSEMENT	122.00	
130433	9/15/2022	HAYWARD LUMBER	SHOP/B&G SUPPLIES	15.71	
130434	9/15/2022	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	403.68	
130435	9/15/2022	IMPULSE ADVANCED COMMUNIC	INTERNET	400.00	
130436	9/15/2022	JAVIER JIMENEZ	RETIREE HEALTH REIMBURSEMENT	445.00	
130437	9/15/2022	LOUIS JONES	RETIREE HEALTH REIMBURSEMENT	89.00	
130438	9/15/2022	LINDA LEE LACKEY	RETIREE HEALTH REIMBURSEMENT	855.00	
130439	9/15/2022	LANSPEED DBA	IT SERVICES	3.15	
130440	9/15/2022	LAWSON PRODUCTS INC	SHOP SUPPLIES	706.36	



Check #	Date	Company	Description	Amount	Voids
130441	9/15/2022	MC CORMIX CORP. (OIL)	LUBRICANTS	2,981.89	
130442	9/15/2022	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	2,058.98	
130443	9/15/2022	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	556.44	
130444	9/15/2022	WILLIAM MORRIS	RETIREE HEALTH REIMBURSEMENT	230.80	
130445	9/15/2022	NEWEGG BUSINESS, INC	IT EQUIPMENT & SUPPLIES	896.47	
130446	9/15/2022	NFI PARTS DBA	BUS PARTS	1,483.77	
130447	9/15/2022	PREVOST CAR (US) INC.	BUS/SERVICE VEHICLE PARTS	247.61	
130448	9/15/2022	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	53.60	
130449	9/15/2022	CARLOS ORNELAS	RETIREE HEALTH REIMBURSEMENT	100.00	
130450	9/15/2022	CAREY POINDEXTER	RETIREE HEALTH REIMBURSEMENT	285.00	
130451	9/15/2022	AL ROMERO SR.	RETIREE HEALTH REIMBURSEMENT	89.00	
130452	9/15/2022	SANSUM CLINIC	MEDICAL EXAMS	1,855.00	
130453	9/15/2022	SANTA BARBARA FASTENERS, IN	SHOP SUPPLIES	41.75	
130454	9/15/2022	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	3.53	
130455	9/15/2022	SILVAS OIL CO., INC.	LUBRICANTS	1,218.60	
130456	9/15/2022	SMART & FINAL	OFFICE/MEETING SUPPLIES	944.83	
130457	9/15/2022	STANTEC ARCHITECTURE INC.	FACILITIES A&E SERVICES	1,404.00	
130458	9/15/2022	STANTEC CONSULTING SERVICES	CONSULTING SERVICES	8,419.50	
130459	9/15/2022	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	682.65	
130460	9/15/2022	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	200.00	
130461	9/15/2022	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	188,305.00	
130462	9/15/2022	TAC ENERGY LLC	RENEWABLE DIESEL	75,879.88	
130463	9/15/2022	JOHN J. VASQUEZ	RETIREE HEALTH REIMBURSEMENT	231.44	
130464	9/15/2022	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	216.08	
130465	9/23/2022	ABC BUS COMPANIES INC	BUS PARTS	1,189.62	
130466	9/23/2022	AMERICAN MOVING PARTS, LLC	BUS PARTS	64.60	
130467	9/23/2022	AUTOZONE STORES LLC	BUS/SERVICE VEHICLE PARTS	44.41	
130468	9/23/2022	BYD COACH & BUS LLC	BUS PARTS	229.52	
130469	9/23/2022	CITY OF CARPINTERIA	CHARGING STATION ELECTRICITY	39.54	
130470	9/23/2022	CENTRAL COAST CIRCULATION, L	BUS BOOK DISTRIBUTION	627.00	
130471	9/23/2022	CENTRAL COAST TANK TESTING	TANK TESTS	130.00	
130472	9/23/2022	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	814.42	
130473	9/23/2022	CROSSLINE SUPPLY LLC	BUS PARTS	5,871.40	
130474	9/23/2022	DELL MARKETING LP	IT EQUIPMENT & SUPPLIES	6,019.54	
130475	9/23/2022	DENMUN OFFICE SOLUTIONS DB	IT CONTRACT SERVICES	7,267.50	
130476	9/23/2022	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	194.38	
130477	9/23/2022	EVERSHADE LLC DBA	STEAM CLEANING TC/EXPRESS ZONE	525.00	
130478	9/23/2022	FRONTIER CALIFORNIA INC.	TELEPHONE SERVICE	1,289.27	
130479	9/23/2022	GENFARE LLC	FAREBOX REPAIRS & PARTS	336.82	
130480	9/23/2022	GIBBS INTERNATIONAL INC	BUS PARTS	837.63	
130481	9/23/2022	GILLIG LLC	BUS PARTS	5,461.10	

Check #	Date	Company	Description	Amount	Voids
130482	9/23/2022	GOGETTERS, LLC DBA	COURIER SERVICES	110.00	
130483	9/23/2022	GRAYBAR ELECTRIC COMPANY, I	REPAIRS & SUPPLIES T1 BLDG/GRDS	820.54	
130484	9/23/2022	HI-LINE ELECTRIC COMPANY, INC	BUS PARTS	306.99	
130485	9/23/2022	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	165.19	
130486	9/23/2022	INTELLICORP RECORD INC.	PRE-EMPLOYMENT CHECK	113.95	
130487	9/23/2022	JANEK CORP	BUS PARTS	1,740.00	
130488	9/23/2022	NATIONAL DRIVE	PAYROLL DEDUCTION	22.00	
130489	9/23/2022	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	62,204.02	
130490	9/23/2022	NEOPART TRANSIT LLC	BUS PARTS	1,687.36	
130491	9/23/2022	NFI PARTS DBA	BUS PARTS	278.95	
130492	9/23/2022	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	309.98	
130493	9/23/2022	ROBERT HALF	TEMPORARY LABOR	4,215.75	
130494	9/23/2022	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	37.45	
130495	9/23/2022	SANSUM CLINIC	MEDICAL EXAMS	270.00	
130496	9/23/2022	SANTA BARBARA FASTENERS, IN	SHOP SUPPLIES	179.25	
130497	9/23/2022	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	260.00	
130498	9/23/2022	SO. CAL. EDISON CO.	UTILITIES	2,494.58	
130499	9/23/2022	SOCALGAS	UTILITIES	204.03	
130500	9/23/2022	SPECIALTY TOOL & BOLT, LTD	SHOP SUPPLIES	5.39	
130501	9/23/2022	SOUTHWEST LIFT & EQUIPMENT,	LIFT REPAIRS & SUPPLIES	4,139.29	
130502	9/23/2022	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	80.00	
130503	9/23/2022	TAC ENERGY LLC	RENEWABLE DIESEL	38,371.32	
130504	9/23/2022	UNITED WAY OF SB	PAYROLL DEDUCTION	30.00	
130505	9/23/2022	VALLEY POWER SYSTEMS, INC.	BUS PARTS	98.20	
130506	9/23/2022	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULAR	1,374.08	
130507	9/23/2022	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	359.20	
130508	9/23/2022	WURTH USA WEST INC.	SHOP SUPPLIES	174.54	
130509	9/23/2022	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	35.00	
				<b>649,293.20</b>	
				<b>Current Cash Report Voided Checks:</b>	0.00
				<b>Prior Cash Report Voided Checks:</b>	38,371.32
				<b>Grand Total:</b>	<b>\$610,921.88</b>



## BOARD OF DIRECTORS REPORT

**MEETING DATE:** OCTOBER 4, 2022

**AGENDA ITEM: #8**

**DEPARTMENT:** COMPLIANCE

**TYPE:** INFORMATIONAL ITEM

**PREPARED BY:** STEVE MAAS & RYAN GRIPP

\_\_\_\_\_  
*Signature*

**REVIEWED BY:** GENERAL MANAGER

\_\_\_\_\_  
*Signature*

**SUBJECT:** 2022 TRANSIT ASSET MANAGEMENT PLAN

### RECOMMENDATION:

Staff recommends that the Board review and comment on MTD's Draft 2022 Transit Asset Management Plan and revenue vehicle fleet disposition.

### DISCUSSION:

#### Transit Asset Management

The Federal Transit Administration (FTA) requires every federally-funded transit agency to have a Transit Asset Management (TAM) Plan. TAM requires MTD to ensure that its capital assets remain in a state of good repair (SGR) by monitoring and managing those assets to enhance safety, reduce maintenance costs, increase reliability, and improve performance. TAM further requires that MTD develop SGR targets for each class of capital assets, and MTD's capital investment priorities must be coordinated with these targets. MTD prepared its first TAM Plan in 2018, and transit agencies are required to prepare an updated Plan every four years. This updated TAM Plan must be completed by October 31. At the MTD Board meeting of September 4, 2018, the Board appointed General Manager Estrada as the "Accountable Executive" who must approve the TAM Plan.

Under the TAM rule, all transit agencies are categorized based on the number of fixed-route revenue vehicles operated during peak periods. Agencies that operate 101 or more fixed-route vehicles at peak are "Tier I"; those that operate 100 or fewer are "Tier II." TAM Plan requirements for Tier I agencies are greater than those for Tier II agencies. MTD is currently a Tier II agency. Staff has utilized a TAM Plan template provided by FTA to develop the attached Tier II Draft TAM Plan.

As a Tier II agency, MTD's Draft TAM plan includes the following four required elements:

- 1) An inventory of the number and type of capital assets. The inventory must include all capital assets that the agency owns, except equipment with an acquisition value under \$50,000 that is not a service vehicle. The inventory also must include third-party owned

## BOARD OF DIRECTORS REPORT

assets used by a contractor to provide public transportation. Thus, the Draft Plan includes an inventory of ADA paratransit vehicles owned by MTD's ADA paratransit contractor.

- 2) A condition assessment of assets for which the agency has direct capital responsibility.
- 3) A description of analytical processes or decision-support tools that a provider uses to estimate capital investment needs over time and develop its investment prioritization.
- 4) A project-based prioritization of investments that is consistent with the results of the TAM analysis and MTD's SGR targets.

Following is a brief summary of the information included in the Draft Plan:

- Page 1: Cover page with a brief overview of MTD.
- Page 2: This table presents MTD's State of Good Repair (SGR) targets for the six-year period from FY 2022 through FY 2027 for each class of capital assets. The values represent the percentage of the assets that are expected to be beyond their "Useful Life Benchmark" or ULB<sup>1</sup> (for vehicles and equipment), or that rate below a "3" on a 1 to 5 benchmark scale (for facilities). A 0% target indicates that each asset of that class is expected to be in a State of Good Repair, while a 100% target suggests that each asset in that class should be examined as potentially in need of attention.
- Page 3: This table provides a summary of the number of assets, average age, average mileage, and average acquisition cost of each class of asset.
- Page 4: This table is similar to Page 3, with the addition of the percentage of assets beyond their ULB (for vehicles and equipment), or that rate below a "3" on a 1 to 5 benchmark scale (for facilities) at the present time.
- Page 5: This page lists the processes utilized by MTD staff for developing a list of capital investment priorities for consideration by the Board.
- Page 6: This table lists MTD staff's draft capital investment priority list for the period from FY 2023 through FY 2027. The table includes projects that are currently underway, programmed, or planned. The "Priority" column on the right categorizes each potential project as "High," "Medium," or "Low" priority.
- Pages 7-12 (Appendices A & B): These tables list the data for each individual fleet, other capital asset, or facility. (These data are summarized by asset class on pages 3 & 4.)

Staff recommends that the Board review and comment on the Draft TAM Plan Update.

### Revenue Vehicle Fleet Retirements

MTD's current fleet is comprised of 113 buses ranging in propulsion type and vehicle length. Of the total bus fleet, 14 are battery electric, with nine more battery electric buses (BEBs) anticipated to be delivered starting at the end of the year and continuing into early 2023. Bus lengths in the fleet are divided into three types: 30', 40', and 60'. The dominant type in MTD's fleet is 40', which makes up almost 73% of the fleet. The other two lengths, 30' and 60', account for almost 25% and 3%, respectively. Similar to bus length, there are three propulsion types in MTD's current

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<sup>1</sup>FTA's standard ULBs for various vehicles are as follows: 14 years for buses; 8 years for vans, and 8 years for service vehicles. The ULB for all other equipment included in the TAM Plan is based on standard accounting depreciation practices.

## BOARD OF DIRECTORS REPORT

fleet: renewable diesel, hybrid, and battery electric. Renewable diesel makes up almost 73% of the fleet, while hybrid and battery electric propulsion types make up 15% and 12%, respectively.

Traditionally, disposition of fleet assets is based upon myriad factors including vehicle age, mileage, condition, and reliability, among others. Such characteristics enable transit agencies to evaluate the 'health' of their fleet to ensure it is in a state of good repair. While the foregoing are still the dominant factors in determining which buses are designated for replacement, the COVID-19 pandemic required MTD to look beyond the 'health' of the fleet to its size and composition. Like so many industries, transit was upended by the pandemic. Ridership plummeted for public transportation providers around the world. It forced many agencies to recalibrate by concentrating resources to more heavily utilized routes, making services more effective by eliminating stops and tightening schedules, and offering new and innovative transportation solutions to attract riders back. MTD has followed a similar path by revamping existing services to improve efficiencies, suspending lines no longer funded by some of its partners, and developing new services like microtransit to rebuild ridership. Such changes allow MTD to reduce its transit fleet by 13 buses lowering the total to 100. Additionally, the New Flyer BEBs due to start arriving at the end of the year allow for the replacement of nine more buses. In total, MTD will be retiring 22 existing buses from its fleet between now and the end of Quarter 1 of 2023. Staff used the aforementioned vehicle 'health' characteristics in conjunction with the vehicle length requirements resulting from service adjustments to target the 22 least productive assets in the fleet. Once the dispositions are complete and the nine new BEBs are in operation, the overall condition of MTD's bus fleet will improve significantly.

Currently, the average age of MTD's bus fleet is just shy of 12 years and the average mileage is almost 344,000. By the end of Quarter 1 of 2023, after the retirement of 22 of the least productive fleet assets and introduction of nine new BEBs, the average age and mileage will decrease to just over 10 years and 266,000 miles. That represents an almost 17% decrease in average age and 23% in average mileage. In addition, the foregoing changes will alter the composition of the fleet. The percentage of 30' buses will decrease to 20% of the fleet, the percentage of 40' buses will increase to 77%, and the percentage of 60' buses will be virtually unchanged at 3%. More dramatic are changes in propulsion types. The percentage of buses with renewable diesel propulsion will decrease 13% to 60% of the fleet, the percentage of BEBs will increase 11% to 23% of the fleet, and the percentage of hybrid buses will increase 2% to 17% of the fleet. The preceding represents MTD's earnest commitment to environmental sustainability as 40% of its fleet will be comprised of alternative fuel vehicles. It is also a significant step towards meeting the Board of Directors goal of a 100% zero-emission bus (ZEB) fleet by 2030 and the California Air Resources Board's mandate of a 100% ZEB fleet by 2040 in accordance with the Innovative Clean Transit regulation.

### ATTACHMENT:

- MTD Draft 2022 Transit Asset Management Plan

# TAM Plan



<b>TAM Plan Name:</b>	Santa Barbara Metropolitan Transit District
<b>TAM Plan Type:</b>	Transit Asset Management Plan
	Tier II
<b>Agency Name:</b>	Santa Barbara Metropolitan Transit District
<b>Account Executive Name:</b>	Jerry Estrada
<b>Last Modified Date:</b>	09/26/2022

## Introduction

### Brief Overview

The Santa Barbara Metropolitan Transit District (SBMTD) serves an area of approximately 52 square miles comprising the South Coast of Santa Barbara County, California. The service area runs from the Ventura County border in the east to the western end of Goleta, between the Pacific Ocean to the south and the Santa Ynez Mountains to the north. The service area includes the communities of Santa Barbara, Carpinteria, Goleta, Isla Vista, Montecito, Summerland. and the Eastern Goleta Valley. The University of California, Santa Barbara, Santa Barbara City College, and the Santa Barbara Municipal Airport are also included within the service area. SBMTD directly operates fixed-route bus service and contracts for ADA complementary paratransit service.

### Accountable Executive

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**Jerry Estrada, General Manager**

Performance Targets & Measures

Agency Name	Asset Category	Asset Class	2022 Target	2023 Target	2024 Target	2025 Target	2026 Target	2027 Target
Santa Barbara Metropolitan Transit District	Equipment	Generators	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Equipment	Charging Equipment	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Equipment	Bus Wash Equipment	50%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/Service Automobile	33%	21%	0%	0%	8%	8%
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	100%	100%	100%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Facilities	Administration	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Facilities	Maintenance	100%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Facilities	Passenger Facilities	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Facilities	Bus Yard	50%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Facilities	Fuel Island	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	8%	12%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	AB - Articulated Bus	0%	0%	0%	0%	0%	0%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	44%	30%	22%	22%	0%	0%

# Capital Asset Inventory

## Asset Inventory Summary

Asset Category/Class	Total Number	Avg Age	Avg Mileage	Avg Replacement Cost/Value	Total Replacement Cost/Value
Revenue Vehicles	139	10.2	296,153	\$1,060,554.73	\$147,417,584.07
AB - Articulated Bus	3	7.0	207,885	\$1,503,730.00	\$4,511,202.00
BU - Bus	110	11.8	346,974	\$1,280,784.55	\$140,886,763.78
VN - Van	26	3.8	91,325	\$77,677.58	\$2,019,618.29
Equipment	34	7.9	N/A	\$77,698.92	\$2,641,762.22
Non Revenue/Service Automobile	24	5.0	N/A	\$34,084.64	\$818,031.12
Other Rubber Tire Vehicles	4	13.3	N/A	\$61,746.50	\$246,986.00
Bus Wash Equip	2	22.0	N/A	\$191,544.00	\$383,087.62
Charging Equip	2	3.5	N/A	\$343,820.51	\$687,641.01
Generators	3	9.0	N/A	\$219,789.00	\$659,366.60
Facilities	6	24.5	N/A	\$3,326,318.83	\$19,957,915.87
Administration	1	21.0	N/A	\$5,929,340.00	\$5,929,339.00
Maintenance	1	41.0	N/A	\$1,942,080.00	\$1,942,083.86
Passenger Facilities	1	2.0	N/A	\$6,584,750.00	\$6,584,748.34
Bus Yard	2	31.0	N/A	\$2,466,475.00	\$4,932,951.77
Fuel Island	1	21.0	N/A	\$568,793.00	\$568,792.90



# Condition Assessment

## Asset Condition Summary

Asset Category/Class	Total Number	Avg Age	Avg Mileage	Avg Replacement Cost/Value	Total Replacement Cost/Value	% At or Exceeds ULB	% of Track Miles in Slow Zone	Number of Facilities less than 3 on TERM scale
Revenue Vehicles	139	10.2	296,153	\$1,060,554.73	\$147,417,584.07	36%	N/A	N/A
AB - Articulated Bus	3	7.0	207,885	\$1,503,730.00	\$4,511,202.00	0%	N/A	N/A
BU - Bus	110	11.8	346,974	\$1,280,784.55	\$140,886,763.78	44%	N/A	N/A
VN - Van	26	3.8	91,325	\$77,677.58	\$2,019,618.29	8%	N/A	N/A
Equipment	34	7.9	N/A	\$77,698.92	\$2,641,762.22	41%	N/A	N/A
Non Revenue/Service Automobile	24	5.0	N/A	\$34,084.64	\$818,031.12	33%	N/A	N/A
Other Rubber Tire Vehicles	4	13.3	N/A	\$61,746.50	\$246,986.00	100%	N/A	N/A
Bus Wash Equip	2	31.0	N/A	\$174,977.00	\$349,953.70	50%	N/A	N/A
Charging Equip	1	5.0	N/A	\$567,425.00	\$567,424.80	0%	N/A	N/A
Generators	3	9.0	N/A	\$219,789.00	\$659,366.60	0%	N/A	N/A
Facilities	6	24.5	N/A	\$3,326,318.83	\$19,957,915.87	N/A	N/A	2
Administration	1	21.0	N/A	\$5,929,340.00	\$5,929,339.00	N/A	N/A	0
Maintenance	1	41.0	N/A	\$1,942,080.00	\$1,942,083.86	N/A	N/A	1
Passenger Facilities	1	2.0	N/A	\$6,584,750.00	\$6,584,748.34	N/A	N/A	0
Bus Yard	2	31.0	N/A	\$2,466,475.00	\$4,932,951.77	N/A	N/A	1
Fuel Island	1	21.0	N/A	\$568,793.00	\$568,792.90	N/A	N/A	0

# Decision Support

## Decision Support Tools

The following tools are used in making investment decisions:

Process/Tool	Brief Description
Revenue Fleet Replacement Prioritization	Various criteria, including the outcomes of preventive maintenance inspections, repair history, asset age, observation, and the results of the TAM analysis are utilized to prepare a list of priority investments.
Facility Maintenance & Rehabilitation Prioritization	Facility maintenance is conducted as needed to ensure that all facilities are maintained in a state of good repair, and generally does not require major capital investment. Facility rehabilitation projects, which are generally capital intensive, are prioritized when the maintenance required is excessive as determined by the criteria above. Additionally, the upcoming facilities master plan will guide future facility investments.
Non- Vehicle Equipment Replacement Prioritization	Various criteria, including the outcomes of preventive maintenance inspections, repair history, asset age, observation, and the results of the TAM analysis are utilized to prepare a list of priority investments.
Non- Revenue Vehicle Replacement Prioritization	Various criteria, including the outcomes of preventive maintenance inspections, repair history, asset age, observation, and the results of the TAM analysis are utilized to prepare a list of priority investments.

# Investment Prioritization

Department managers use a variety of criteria to prioritize capital needs and develop a list of priorities to forward to the General Manager and the Controller. Those officials review the Departmental lists and prepare recommended priority investments for consideration by the Board of Directors.

## Proposed Investments

Project Name	Project Year	Asset Category	Asset Class	Cost	Priority
Terminal 2 SCE EV Infrastructure (15 ports)	2023	Equipment	Charging Infrastructure	\$2,500,000	High
Terminal 2 Rehabilitation - Phase 1	2023	Facilities	Initial Recommissioning of T2	\$4,557,978	High
Terminal 1 Facility Improvements	2023	Facilities	Maintenance, Canopy, & Electrification	\$2,500,000	High
Electric Microtransit Van Acquisition (3)	2023	Revenue Vehicles	VN - Van	\$682,431	High
40-Ft. Electric Bus Acquisition (8)	2023	Revenue Vehicles	BU - Bus	\$8,346,380	High
ADA Paratransit Van Acquisition (11)	2023	Revenue Vehicles	VN - Van	\$539,000	High
Service Vehicle Acquisition (5)	2023	Equipment	Non Revenue/Service Automobile	\$250,000	Medium
ADA Paratransit Van Acquisition (4)	2023	Revenue Vehicles	VN - Van	\$196,000	Medium
40-Ft. Electric Bus Acquisition (14)	2024	Revenue Vehicles	BU - Bus	\$18,084,280	High
Service Vehicle Acquisition (5)	2024	Equipment	Other Rubber Tire Vehicles	\$500,000	Low
ADA Paratransit Van Acquisition (4)	2024	Revenue Vehicles	VN - Van	\$254,400	Low
Terminal 1 Microgrid	2024	Equipment	Electrical Infrastructure	\$5,000,000	Medium
ADA Paratransit Van Acquisition (4)	2024	Revenue Vehicles	VN - Van	\$230,056	Medium
Terminal 2 Rehabilitation - Phase 2	2025	Facilities	Completion of Recommissioning of T2	\$14,500,000	High
Terminal 2 SCE EV Infrastructure (24 ports)	2025	Equipment	Charging Infrastructure	\$3,400,000	Medium
Terminal 1 SCE EV Infrastructure (24 ports)	2026	Equipment	Charging Infrastructure	\$3,400,000	Medium
60-Ft. Electric Bus Acquisition (3)	2026	Revenue Vehicles	AB - Articulated Bus	\$4,511,203	Medium
40-Ft. Electric Bus Acquisition (20)	2026	Revenue Vehicles	BU - Bus	\$25,834,686	Medium
Non-Proprietary Replacement Electric Bus Charger Acquisition (15)	2027	Equipment	Charging Infrastructure	\$1,600,000	Low
Service Vehicle Acquisition (2)	2027	Equipment	Non Revenue/Service Automobile	\$100,000	Low
40-Ft. Electric Bus Acquisition (5)	2027	Revenue Vehicles	BU - Bus	\$6,458,671	Medium
35-Ft. Electric Bus Acquisition (14)	2027	Revenue Vehicles	BU - Bus	\$17,482,280	Medium

Appendix A: Asset Register - Revenue Vehicles

Agency Name	Asset Category	Asset Class	Asset Name	Asset Owner	Manufacture		RVI ID	Manufacturer	Model	Count/Total	Count / Fleet	Fleet ID	Total Active Fleet Mileage	No of Active Fleet vehicles	Non- Dedicated Fleet	Capital Responsibility?	Capital Responsibility (%)
					Year	NTD ID				Number of vehicles							
Santa Barbara Metropolitan Transit District	Revenue Vehicles	AB - Artic Bus	Revenue Vehicles (60')	SBMTD	2015	90020	338923	NOVA Bus	LFS Artic	3	Fleet	1001-1003	623,656	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (30')	SBMTD	2018	90020	356142	Build Your Dreams	K7	8	Fleet	30,32-37,40	259,708	8	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (30')	Leased	2018	90020	375389	Build Your Dreams	K7	6	Fleet	31,38,39,41-43	191,859	6	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	SBMTD	2009	90020	39204	Gillig Corporation	HYBRIDLOWFLOOR	3	Fleet	715-717	625,366	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	SBMTD	2006	90020	26161	Gillig Corporation	LOWFLOOR	3	Fleet	711-713	1,238,695	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	SBMTD	2004	90020	12129	Gillig Corporation	LOWFLOOR	8	Fleet	701-710	3,890,762	8	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2011	90020	45209	Gillig Corporation	HYBRIDLOWFLOOR	7	Fleet	908-915	2,250,487	7	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2011	90020	45208	Gillig Corporation	LOWFLOOR	7	Fleet	615-621	2,865,227	7	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2013	90020	57025	Gillig Corporation	LOWFLOOR	2	Fleet	622-623	783,545	2	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2013	90020	60788	Gillig Corporation	LOWFLOOR	11	Fleet	624-634	4,171,821	11	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2004	90020	12069	Gillig Corporation	LOWFLOOR	13	Fleet	600-614	7,875,041	13	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2019	90020	375390	Gillig Corporation	Lowfloor	10	Fleet	643-652	1,561,876	10	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2003	90020	356141	Gillig Corporation	LOWFLOOR	17	Fleet	434-450	6,660,017	17	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2016	90020	345132	Gillig Corporation	LOWFLOOR	2	Fleet	638-639	607,245	2	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2016	90020	345131	Gillig Corporation	LOWFLOOR	3	Fleet	635-637	895,729	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2017	90020	350886	Gillig Corporation	LOWFLOOR	3	Fleet	640-642	705,367	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	SBMTD	2007	90020	26163	Gillig Corporation	HYBRIDLOWFLOOR	7	Fleet	900-906	3,584,470	7	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	Microtransit	SBMTD	2021	90020	TBD	Ford	Transit	3	Fleet	277-279	455	3	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	SBMTD	2018	90020	TBD	Dodge	Entervan	4	Fleet	2-4,12	321,133	4	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2018	90020	TBD	Dodge	Entervan	8	Fleet	35-42	867,943	8	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2012	90020	TBD	Toyota	Sienna	1	Fleet	10	289,651	1	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2018	90020	TBD	Toyota	Sienna	2	Fleet	21,34	213,259	2	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2013	90020	TBD	Ford		1	Fleet	29	191,664	1	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2015	90020	TBD	Dodge	Grand	1	Fleet	24	205,074	1	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2021	90020	TBD	Ford	Starcraft	2	Fleet	16-17	55,010	2	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2019	90020	TBD	Dodge	Braun	2	Fleet	8-9	54,138	2	No	No	0.00%
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	ADA Paratransit Provider	2019	90020	TBD	Ford	Starcraft	2	Fleet	5,18	176,146	2	No	No	0.00%

Appendix A: Asset Register - Equipment

Agency Name	Asset Category	Asset Class	Asset Name	Asset Owner	Manufacture Year	NTD ID	ID/Serial No	Manufacturer	Model	Count/Total Number of vehicles	Count / Fleet	Total Active Fleet Mileage	No of Active Fleet vehicles	Non-Dedicated Fleet	Capital Responsibility?	Capital Responsibility (%)
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2018	90020	S116, S118	Chevrolet	Cruze	2	Fleet	164,392	2	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2020	90020	S120-S129	Chevrolet	Bolt	10	Fleet	253,892	10	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2003	90020	S077	Chevrolet	Silverado	1	Fleet	176,619	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2010	90020	S097	Ford	F150	1	Fleet	196,583	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2010	90020	S100	Ford	Explorer	1	Fleet	184,718	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2013	90020	S112-S113	Toyota	Highlander	2	Fleet	534,254	2	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2013	90020	S114-S115	Toyota	Camry	2	Fleet	264,331	2	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2013	90020	S111	Ford	Fusion	1	Fleet	100,582	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	SBMTD	2021	90020	S130-S133	Chevrolet	Bolt	4	Fleet	60,454	4	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	SBMTD	2007	90020	S091	Tow Truck	Tow Truck	1	Fleet	178,010	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	SBMTD	2011	90020	S098	Ford	F350 Utility	1	Fleet	13,069	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	SBMTD	2011	90020	S099	Ford	F350 Stakebed	1	Fleet	9,691	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	SBMTD	2006	90020	S089	Ford	F250	1	Fleet	178,010	1	No	Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Charging Equip	T1 BYD Chargers	SBMTD	2017	90020	Charging Equip	Charging Equip	Charging Equip	1	Count				Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Charging Equip	T1 Light Duty Chargers	SBMTD	2020	90020	Charging Equip	Charging Equip	Charging Equip	1	Count				Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Bus Wash Equip	T1 Bus Wash Equip	SBMTD	2019	90020	8556	Bus Wash	Bus Wash	1	Count				Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Bus Wash Equip	T2 Bus Wash Equip	SBMTD	1981	90020	Bus Wash	Bus Wash	Bus Wash	1	Count				Yes	100.00%
Santa Barbara Metropolitan Transit District	Equipment	Generators	T1 Generators	SBMTD	2013	90020	Generators	Generators	Generators	3	Count				Yes	100.00%

Appendix A: Asset Register - Facilities

Appendix A: Asset Register - Facilities												
Agency Name	Asset Category	Asset Class	Asset Name	Asset Owner	NTD ID	Year Built	Street Address	Square Footage	ID/ Serial No	Count	Capital Responsibility?	Capital Responsibility (%)
Santa Barbara Metropolitan Transit District	Facilities	Bus Yard	T1 Bus Yard	SBMTD	90020	2004	550 Olive St.,Santa Barbara,CA,93101		Bus Yard	1	Yes	100.00%
Santa Barbara Metropolitan Transit District	Facilities	Bus Yard	T2 Bus Yard	SBMTD	90020	1978	5353 Overpass Rd., Goleta, CA, 93117		Bus Yard	1	Yes	100.00%
Santa Barbara Metropolitan Transit District	Facilities	Passenger Facilities	TC - Transit Center	SBMTD	90020	2020	1020 Chapala St.,Santa Barbara,CA,93101	15,700	3365	1	Yes	100.00%
Santa Barbara Metropolitan Transit District	Facilities	Administration	T1 - Administration	SBMTD	90020	2001	550 Olive St.,Santa Barbara,CA,93101	13,560	3342	1	Yes	100.00%
Santa Barbara Metropolitan Transit District	Facilities	Maintenance	T1 - Maintenance	SBMTD	90020	1981	550 Olive St.,Santa Barbara,CA,93101	11,244	3364	1	Yes	100.00%
Santa Barbara Metropolitan Transit District	Facilities	Fuel Island	T1 - Fuel Island	SBMTD	90020	2001	550 Olive St.,Santa Barbara,CA,93101	3,816	3363	1	Yes	100.00%

Appendix B: Asset Condition - Revenue Vehicles

Agency Name	Asset Category	Asset Class	Asset Name	NTD ID	RVI ID	Count/Total	No of Active Fleet vehicles	Total Active Fleet Mileage	Unit	Age (Yrs)	Useful Life Benchmark (Yrs)	Past Useful	Default
						Number of vehicles			Replacement Cost/Value			Life Benchmark	Useful Life Benchmark
Santa Barbara Metropolitan Transit District	Revenue Vehicles	AB - Artic Bus	Revenue Vehicles (60')	90020	338923	3	3	623,656	\$1,503,734.00	7	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (30')	90020	356142	8	8	259,708	\$1,248,734.00	4	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (30')	90020	375389	6	6	191,859	\$1,248,734.00	4	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	90020	39204	3	3	625,366	\$1,248,734.00	13	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	90020	26161	3	3	1,238,695	\$1,248,734.00	16	14	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (29')	90020	12129	8	8	3,890,762	\$1,248,734.00	18	14	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	45209	7	7	2,250,487	\$1,291,734.29	11	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	45208	7	7	2,865,227	\$1,291,734.29	11	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	57025	2	2	783,545	\$1,291,734.29	9	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	60788	11	11	4,171,821	\$1,291,734.29	9	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	12069	13	13	7,875,041	\$1,291,734.29	18	14	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	375390	10	10	1,561,876	\$1,291,734.29	3	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	356141	17	17	6,660,017	\$1,291,734.29	19	14	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	345132	2	2	607,245	\$1,291,734.29	6	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	345131	3	3	895,729	\$1,291,734.29	6	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	350886	3	3	705,367	\$1,291,734.29	5	14	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	BU - Bus	Revenue Vehicles (40')	90020	26163	7	7	3,584,470	\$1,291,734.29	15	14	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	Microtransit	90020	TBD	3	3	455	\$226,739.43	1	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	4	4	321,133	\$56,000.00	4	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	8	8	867,943	\$56,000.00	4	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	1	1	289,651	\$56,000.00	10	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	2	2	213,259	\$56,000.00	4	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	1	1	191,664	\$63,000.00	9	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	1	1	205,074	\$56,000.00	7	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	2	2	55,010	\$71,200.00	1	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	2	2	54,138	\$56,000.00	3	8	No	Yes
Santa Barbara Metropolitan Transit District	Revenue Vehicles	VN - Van	ADA Paratransit	90020	TBD	2	2	176,146	\$63,000.00	3	8	No	Yes

Appendix B: Asset Condition - Equipment

Agency Name	Asset Category	Asset Class	Asset Name	NTD ID	ID/Serial No	Count/Total Number of vehicles	No of Active Fleet vehicles	Total Active Fleet Mileage	Unit Replacement Cost/Value	Age (Yrs)	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark	Default Useful Life Benchmark
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S116, S118	2	2	164,392	\$68,169.26	4	8	No	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S120-S129	10	10	253,892	\$340,846.30	2	8	No	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S077	1	1	176,619	\$34,084.63	19	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S097	1	1	196,583	\$34,084.63	12	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S100	1	1	184,718	\$34,084.63	12	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S112-S113	2	2	534,254	\$68,169.26	9	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S114-S115	2	2	264,331	\$68,169.26	9	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S111	1	1	100,582	\$34,084.63	9	8	Yes	Yes
Santa Barbara Metropolitan Transit District	Equipment	Non Revenue/ Service Automobile	Non-Revenue/Auto	90020	S130-S133	4	4	60,454	\$136,338.52	1	8	No	Yes
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	90020	S091	1	1	178,010	\$152,849.00	15	8	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	90020	S098	1	1	13,069	\$26,936.00	11	8	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	90020	S099	1	1	9,691	\$41,310.00	11	8	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Other Rubber Tire Vehicles	Non-Revenue/Truck	90020	S089	1	1	178,010	\$25,891.00	16	8	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Charging Equip	T1 BYD Chargers	90020	Charging Equip	1	n/a	n/a	\$567,424.80	5	15	No	No
Santa Barbara Metropolitan Transit District	Equipment	Charging Equip	T1 Light Duty Chargers	90020	Charging Equip	1	n/a	n/a	\$120,216.21	3	15	No	No
Santa Barbara Metropolitan Transit District	Equipment	Bus Wash Equip	T1 Bus Wash Equip	90020	8556	1	n/a	n/a	\$208,110.77	3	15	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Bus Wash Equip	T2 Bus Wash Equip	90020	Bus Wash	1	n/a	n/a	\$174,976.85	41	15	Yes	No
Santa Barbara Metropolitan Transit District	Equipment	Generators	T1 Generators	90020	Generators	3	n/a	n/a	\$659,366.60	9	15	No	No



Appendix B: Asset Condition - Facilities

Agency Name	Asset Category	Asset Class	Asset Name	NTD ID	ID/Serial No	Count	Replacement Cost/Value	Age(Yrs)	TERM Scale Condition
Santa Barbara Metropolitan Transit District	Facilities	Bus Yard	T1 Bus Yard	90020	Bus Yard	1	\$2,938,288.63	18	3
Santa Barbara Metropolitan Transit District	Facilities	Bus Yard	T2 Bus Yard	90020	Bus Yard	1	\$1,994,663.14	44	2
Santa Barbara Metropolitan Transit District	Facilities	Passenger Facilities	TC - Transit Center	90020	3365	1	\$6,584,748.34	2	5
Santa Barbara Metropolitan Transit District	Facilities	Administration	T1 - Administration	90020	3342	1	\$5,929,339.00	21	4
Santa Barbara Metropolitan Transit District	Facilities	Maintenance	T1 - Maintenance	90020	3364	1	\$1,942,083.86	41	2
Santa Barbara Metropolitan Transit District	Facilities	Fuel Island	T1 - Fuel Island	90020	3363	1	\$568,792.90	21	3



<b>BOARD OF DIRECTORS REPORT</b>
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**MEETING DATE:** OCTOBER 4, 2022

**AGENDA ITEM: #9**

**DEPARTMENT:** PROCUREMENT

**TYPE:** ACTION ITEM

**PREPARED BY:** VALERIE WHITE

\_\_\_\_\_  
*Signature*

**REVIEWED BY:** GENERAL MANAGER

\_\_\_\_\_  
*Signature*

**SUBJECT:** ON-CALL CONSTRUCTION MANAGEMENT SERVICES CONTRACT AWARD  
RECOMMENDATION

**RECOMMENDATION**

Staff requests that the Board authorize the General Manager to enter into a contract with Kitchell/CEM, Inc. for on-call construction management (CM) services for a term of three years with the option for two one-year contract extensions.

**DISCUSSION**

There are many facility improvement projects and activities in MTD's pipeline, including:

- Reactivation of Terminal 2;
- Electrical Infrastructure Upgrades;
- Energy Storage and Photovoltaic System Installation; and
- General Facilities Maintenance and Upgrades.

Such capital projects often require extraordinary oversight, expertise, and community engagement. To best serve MTD's interest in future construction, Staff released a Request for Qualifications (RFQ) seeking a professional firm to act as an MTD's agent to effectively manage schedule, cost, quality, safety, scope, and function on any assigned facility maintenance, facility remodel, or new construction project.

The proposed agreement is for consulting services that are on-call. MTD will issue a Task Order to the Contractor as services are required. At a minimum, the Task Order will set forth the proposed scope of work and the time within which the Task Order must be completed. The Task Order will stipulate that the quote will be on a fixed price or not-to-exceed. The Contractor will provide MTD a quote for the Task Order using the fee schedule included in the on-call CM services contract with MTD. MTD is not obligated to a minimum or a maximum number of Task Order(s); Offerors were made aware that a contract as a result of the On-Call CM Services RFQ does not guarantee MTD will issue any task orders during the term of the contract.

## BOARD OF DIRECTORS REPORT

### PROJECT BUDGET & FUNDING

Due to the on-call nature of the contract, there is no specific budgetary requirement. As Task Orders are assigned, the Board of Directors will be notified and any that exceed the General Manager's contracting authority will be brought to the Board for approval.

### SOLICITATION PROCESS

The RFQ procurement process was selected to identify the most qualified firm to provide MTD multi-discipline on-call CM services. The RFQ was advertised twice in the *Santa Barbara News-Press* and the *VC Star* between May 19, 2022, and May 25, 2022, and posted to the MTD website. The opportunity was simultaneously emailed to 68 firms. Two addendums were issued during a period for clarifications and requests for approved equals. At the submittal deadline on July 13, 2022, MTD received a single proposal from Kitchell.

Upon receipt of a "Single Bid," MTD analyzed the specifications and concluded that there were no items that served to inhibit or eliminate competition: there were no brand name specifications, and submitting firms were allowed and encouraged to present their unique methodology and value proposition. MTD reached out to each firm that received the RFQ notice to determine reasons for not-submitting, which varied from their current workload/commitments or, if the firm had a construction division, their interest leaned toward the possible construction projects.

Ultimately, Kitchell's proposal was responsive to the solicitation requirements and was determined to be a responsible firm. In reaching out to references, Kitchell proved to have the financial capacity and excellent work history on similar transit facility projects to that which MTD has planned. An evaluation committee made of MTD Staff reviewed the proposal and quantified their results. Each criterion was scored 1-25, with a possible total of 100 points. Kitchell's total score was 88.75.

Offeror	TOTAL SCORE prior to Interviews and Opening of the Sealed Bid/Fee Schedule.				
	Technical Qualifications and Experience of the Firm	Qualifications of Key Personnel	Work Plan	Relevant Past Experiences	TOTAL
Kitchell	22.50	22.50	22.50	21.25	88.75

The Evaluation Committee further interviewed Kitchell on August 12, 2022. Kitchell presented their breadth of experience, which included \$53 billion in public agency projects (\$1.7 billion in construction management work on the Central Coast). Staff was introduced to the proposed local team that presented a myriad of talents and expertise to fulfill MTD's desired outcomes. Kitchell went on to dissect MTD's Facilities Master Plan to share their competence and strategy with specific challenges addressed in there.

On August 15, 2022, MTD entered into negotiations with Kitchell. This yielded billing rate reductions from their original bid for seven key positions, with an average decrease of 8% overall. The reduction will have a notable impact on MTD's construction project budgets. While the negotiated billing rates remain greater than the independent cost estimate rates, they are still within an acceptable range and appear fair and reasonable in comparing services received by peer agencies and/or for past MTD projects. Staff analysis finds CM services are anticipated to be 4.7% of total construction costs and up to 15% for more complex facility projects.

<b>BOARD OF DIRECTORS REPORT</b>
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**CONTRACT EXECUTION**

If the Board authorizes the General Manager to enter into a contract with Kitchell, then MTD Staff will issue a "Notification of Contingent Award." This will prompt the submittal of certificates of insurance. Once the requisite forms have been provided, MTD's General Manager will execute the contract.

**ATTACHMENT**

- Proposed Master Agreement for On-Call Construction Management Services

**Santa Barbara Metropolitan Transit District**  
**On-Call Construction Management (CM) Services**  
**MASTER AGREEMENT with KITCHELL/CEM, INC.**

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and Kitchell/CEM, Inc., a California construction engineering firm ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

**WHEREAS:**

- A. MTD desires to engage Contractor for construction management (CM) services to MTD on an as-needed, project by project basis (on-call) for a three-year period, with the option of two additional one-year extensions, commencing with the effective date of this agreement (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
- 2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* attached hereto as Exhibit "A" and incorporated herein by this reference.
- 3. Public Works Provisions. Not applicable to this agreement.
- 4. Scope of Work. MTD has heretofore issued on May 19, 2022, the scope of work contained in Request for Proposals for Qualifications for (RFQ) for On-Call CM Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
- 5. Submittal and Fee Schedule. Contractor has heretofore submitted on July 12, 2022, its qualifications, including required forms and certifications, true copies of which are attached hereto as Exhibit "C" and incorporated herein by this reference; and on August 23, 2022, submitted a Revised Fee Schedule, as the final MTD-accepted document listing Contractor's fees, a true copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference. The parties agree that the Hourly Rate and Additional Expense unit costs in the Revised Fee Schedule, shall be adjusted no more than once per calendar year; be based on the change in the U.S. Bureau of Labor Statistics Consumer Price Index – All Urban Consumers Series CUURS49ASA0 (not seasonally adjusted, Los Angeles-Long Beach-Anaheim, CA, all items, base period 1982-84=100); and be limited to a maximum of four percent (4%). The Consumer Price Index calculations shall be based on the figures for the month in which the last fee adjustment became effective or the original Agreement was executed if no such adjustment exists. Such annual fee adjustment requests shall be initiated by the Contractor and presented in writing to MTD. If MTD agrees the request is in accordance with the terms of this Agreement, MTD shall issue an amendment and any adjustment will become effective on the first day of the month following the month in which the amendment was executed.
- 6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement with the qualified personnel described in Exhibit "C" for the price quoted in Exhibit "D". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D".
- 7. Estimated Contract Amount and Task Order Pricing. The not to exceed amount of this indefinite delivery/indefinite quantity contract is \$5,000,000. This amount is a ceiling only and the actual amount may be less

depending on actual services ordered by MTD and provided by the Contractor. Individual Task Orders for specific projects will be priced in accordance with this Agreement.

8. Payment Schedule. Contractor shall submit monthly invoices to MTD for services rendered or approved expenses incurred for such month. Invoices shall indicate a breakdown for each Task Order invoiced including a description of services provided, Contractor and subcontractor/sub-consultant labor hours by category or individual, materials and supplies, etc. Payment from MTD shall be made to Contractor no later than thirty (30) days after receipt of a valid invoice which shall be sent to: Santa Barbara MTD, Attn: Ryan Gripp, 550 Olive Street, Santa Barbara, CA 93101. Neither payment of amount due by MTD nor acceptance of any such payment by the Contractor shall constitute a waiver of any claim for errors or omissions in invoices or payments. MTD may withhold payment for services or work it believes were not in conformance with this Agreement.

9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County which shall have been included in the Contractor's Fee Schedule and shall be included on the Contractor's invoices.

10. Project Schedule. To be established for each Task Order.

11. Delivery & Freight. Unless specified otherwise in Exhibits "B", "C" or "D", any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101. Any Project freight and delivery charges shall have been already included in the Contractor's fee schedule and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. Not applicable to this agreement.

13. Damages. All losses or damages arising from the negligent performance of the Project by Contractor under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with Exhibit "B" at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. All items, services, work or systems to be furnished by the Contractor pursuant to this Agreement shall be subject to acceptance by MTD. MTD shall inspect such deliverables to determine acceptability no later than ten (10) calendar days after said deliverables are received and, if applicable under the Agreement or standard industry practice, installed or otherwise set up for usage. Acceptance shall occur when it is determined by MTD that all items, services, work or systems provided pursuant to this Agreement are in compliance with Exhibit "B" or any other applicable contract documents. Upon acceptance, formal notification thereof shall be made by MTD via notice to the Contractor.

16. Warranty. Not applicable to this agreement.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

a. Contractor's Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance

of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. Each insurance policy required for this project shall list the maximum deductible or self-insured retention.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
  - ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
  - iii. Amount of Insurance. Coverage shall be provided with limits of not less than:
 

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000
  - iv. Required Endorsements.
    - A. Additional Insured status as required in 18(b)(vii), above.
    - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
    - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
    - D. Primary Liability, as required in 18(b)(ix), above.
    - E. Waiver of Subrogation, as required in 18(b)(viii), above.
    - F. Maximum deductible or self-insured retention of \$10,000.
    - G. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of project completion.
- d. Auto Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
  - ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
  - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
  - iv. Required Endorsements.
    - A. Additional Insured status as required in 18(b)(vii), above.
    - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
    - C. Waiver of Subrogation, as required in 18(b)(viii), above.
    - D. Maximum deductible or self-insured retention of \$10,000.
- e. Workers' Compensation/Employer's Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
  - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
 

A. Workers' Compensation:	Statutory limits
B. Employer's Liability:	\$1,000,000 each accident and disease.
  - iii. Required Endorsements.
    - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.



B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Excess Liability Insurance.

i. Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.

ii. Form. This policy shall have the same inception and expiration dates and the commercial general liability insurance required above.

iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$5,000,000.

iv. Maximum deductible or self-insured retention of \$10,000.

g. Professional Errors & Omissions Liability Insurance.

i. Coverage. Such insurance shall cover claims alleged to arise out of the negligent performance of Contractor's professional services.

ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000 annual aggregate.

iii. Maximum deductible or self-insured retention of \$250,000 per claim.

h. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.

19. Bonding. Not applicable to this agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* for which is attached hereto as Exhibit "A".

21. Liquidated Damages. Not applicable to this agreement.

22. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MTD and pay any award of damages assessed against MTD in such suits or proceedings, insofar as the same are based upon any claim that the services provided by Contractor for the Project, constitutes an infringement of any legal United States copyright or patent. MTD agrees that it will give the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all information, assistance and authority necessary for the Contractor to do so. In case said services are in such suit held to constitute infringement and use of same is enjoined, the Contractor shall, at its own expense and at its option, either procure for the MTD the right to continue using said services for the Project, or replace or modify it so it becomes non-infringing.

23. Rights in Data. Definitions. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. Subject data includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software (including, but not limited to, source codes), engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. *MTD Rights.* MTD reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for MTD purposes, any subject data or copyright. As used in the previous sentence, "for MTD purposes," means use only for the direct purposes of MTD. Without the copyright owner's consent, MTD may not extend its license to any other party. *Public Information.* When MTD awards a contract for experimental, developmental, or research work, it is MTD's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless MTD determines otherwise, MTD and the Contractor performing experimental, developmental, or research work required by the contract agrees to permit MTD to make available to the public, either MTD's license in the copyright

to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data and shall be delivered as MTD may direct.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, to the extent caused by the negligent acts, errors or omissions of the Contractor, including negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

Jerry Estrada, General Manager  
Santa Barbara Metropolitan Transit District  
550 Olive Street  
Santa Barbara, CA 93101  
Email: [jestrada@sbmttd.gov](mailto:jestrada@sbmttd.gov)

CONTRACTOR:

Wendy Cohen, President  
Kitchell/CEM, Inc.  
2450 Venture Oaks Way, Suite 500  
Sacramento, CA 95833  
[wcohen@kitchell.com](mailto:wcohen@kitchell.com)

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at [www.adr.org](http://www.adr.org)), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES. Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions for Federal Fiscal* which is attached hereto as Exhibit "B".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either

party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

KITCHEN/CEM, INC.

\_\_\_\_\_  
Jerry Estrada, General Manager

\_\_\_\_\_  
Wendy Cohen, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# FEDERAL TRANSIT ADMINISTRATION

## CONTRACT PROVISIONS

### *On-Call Construction Management (CM) Services & Contractor Name*

#### TABLE OF CONTENTS

1.	Fly America Requirements – Not Applicable to this Contract.....	1
2.	Buy America Requirements – Not Applicable to this Contract .....	1
3.	Charter Bus & School Bus Requirements – Not Applicable to this Contract .....	1
4.	Cargo Preference Requirements – Not Applicable to this Contract .....	1
5.	Seismic Safety Requirements .....	1
6.	Energy Conservation Requirements .....	1
7.	Clean Water Requirements.....	1
8.	Bus Testing – Not Applicable to this Contract.....	1
9.	Pre-Award & Post-Delivery Audit Requirements – Not Applicable to this Contract...	1
10.	Lobbying .....	1
11.	Access to Records & Reports .....	2
12.	Federal Changes .....	2
13.	Bonding Requirements– Not Applicable to this Contract .....	2
14.	Clean Air .....	2
15.	Recycled Products – Not Applicable to this Contract .....	3
16.	Davis-Bacon & Copeland Anti-Kickback Acts – Not Applicable to this Contract .....	3
17.	Contract Work Hours & Safety Standards Act – Not Applicable to this Contract .....	3
18.	[Reserved] .....	3
19.	No Government Obligations to Third Parties .....	3
20.	Program Fraud & False or Fraudulent Statements & Related Acts.....	3
21.	Termination.....	3
22.	Government-Wide Debarment & Suspension .....	4
23.	Privacy Act – Not Applicable to this Contract.....	4
24.	Civil Rights Requirements.....	4
25.	Breaches & Dispute Resolution .....	5
26.	Patent & Rights in Data– Not Applicable to this Contract.....	5
27.	Transit Employee Protective Agreements – Not Applicable to this Contract.....	5
28.	Disadvantaged Business Enterprise (DBE) .....	5
29.	Notification of Legal Matters to the FTA.....	6
30.	Incorporation of Federal Transit Administration (FTA) Terms .....	6
31.	Drug & Alcohol Testing – Not Applicable to this Contract .....	6
32.	Intelligent Transportation System (ITS) – Not Applicable to this Contract.....	6

- 1. FLY AMERICA REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT**
- 2. BUY AMERICA REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT**
- 3. CHARTER BUS & SCHOOL BUS REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT**
- 4. CARGO PREFERENCE REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT**
- 5. SEISMIC SAFETY REQUIREMENTS**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**6. ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

**7. CLEAN WATER REQUIREMENTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

**8. BUS TESTING – NOT APPLICABLE TO THIS CONTRACT**

**9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT**

**10. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

## **11. ACCESS TO RECORDS & REPORTS**

(a) The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## **12. FEDERAL CHANGES**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **13. BONDING REQUIREMENTS— NOT APPLICABLE TO THIS CONTRACT**

## **14. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation

to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**15. RECYCLED PRODUCTS – NOT APPLICABLE TO THIS CONTRACT**

**16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS – NOT APPLICABLE TO THIS CONTRACT**

**17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT – NOT APPLICABLE TO THIS CONTRACT**

**18. [RESERVED]**

**19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS**

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**21. TERMINATION**

(a) MTD may terminate this contract in whole or in part, for MTD's convenience or because of the failure of the Contractor to fulfill the contract obligations. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates,



summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

(b) If the termination is for the convenience of MTD, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

(c) If the termination is for failure of the Contractor to fulfill the contract obligations, MTD may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by MTD.

(d) If, after termination for default, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of MTD.

(e) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(f) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **23. PRIVACY ACT – NOT APPLICABLE TO THIS CONTRACT**

## **24. CIVIL RIGHTS REQUIREMENTS**

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to

comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **25. BREACHES & DISPUTE RESOLUTION**

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

## **26. PATENT & RIGHTS IN DATA– NOT APPLICABLE TO THIS CONTRACT**

## **27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS – NOT APPLICABLE TO THIS CONTRACT**

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is 2.9%. A separate contract goal has not been established for this procurement.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

## **29. NOTIFICATION OF LEGAL MATTERS TO THE FTA**

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

## **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent version of FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

## **31. DRUG & ALCOHOL TESTING – NOT APPLICABLE TO THIS CONTRACT**

## **32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) – NOT APPLICABLE TO THIS CONTRACT**

# SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

## Request for Qualifications for (RFQ) On-Call Construction Management (CM) Services

### SCOPE OF WORK

- I. **Background Overview**—The Santa Barbara Metropolitan Transit District (“MTD”) is a California special district providing public transportation to the South Coast of Santa Barbara County. MTD bus service is key to enabling thousands of people to get to and from work, school, medical facilities, etc. on a daily basis. As a public service provider, it is imperative that MTD facilities are maintained and upgraded as necessary in order that those services may be provided in a safe, effective, and efficient manner.
- II. **General Description**—The Offeror shall provide construction management (CM) services to MTD on an as-needed, project by project basis (on-call). Projects may occur concurrently, and projects at the same MTD facility may be undertaken simultaneously. The contract awarded will be for a term of three years with two one year options to extend the term at MTD’s sole discretion. During the term of the contract, MTD may issue one or more Task Order(s). Each Task Order will be limited to a project wherein the requested services for the Task Order will be in a minimum amount of \$1,000. The types of projects that may generate a Task Order from MTD include, but are not limited to, facility maintenance, facility remodels, and new construction. Offerors should note that the execution of a contract as a result of this solicitation does not guarantee MTD will issue any Task Orders during the term of the contract. MTD currently has active transit-related facilities at four locations within the city limits of Santa Barbara, Carpinteria, and Goleta for which CM services may be required. Below is a brief description of each:
- Terminal 1: MTD performs administrative, dispatch, operations, and maintenance functions at its agency-owned terminal located at 550 Olive Street in Santa Barbara. Terminal 1 is also the bus yard, providing parking for MTD’s 114 revenue vehicles (transit buses ranging from 30’ – 60’) and 23 non-revenue vehicles (trucks and sedans). The facility supports 200+ employees ranging from bus operators, mechanics and utility staff, operations supervisors, customer service representatives, and administrative staff. Construction of Terminal 1 was completed in 2003. The major facilities at Terminal 1 include the following: a 13,350 sf two story office building with break rooms, locker rooms, restrooms, meeting rooms, offices, and an auditorium; a 3,816 sf single story service canopy structure with two diesel fuel dispensers fed by a 20,000 gallon underground fuel storage tank, a 330 gallon diesel exhaust fluid (DEF) dispenser, vacuum system, and two fare box vaults; a 13,063 sf single story battery electric bus storage and charging canopy with 15 480 V and 9 208 V battery electric bus chargers; a 1,828 sf single story bus wash building; a 13,200 sf single story maintenance canopy with a maintenance pit; and a 11,244 sf single story maintenance garage with seven maintenance bays, parts storage, and offices. Terminal 1 is also equipped with three back-up generators, a 175 kW generator that serves the main office building, a 80 kW generator that serves the maintenance garage and offices, and a 350 kW generator the serves the battery electric bus storage and charging canopy. A more detailed description of Terminal 1 may be found in MTD’s *Facilities Master Plan: Facilities Assessment Report* (attached hereto as Appendix A).
  - Terminal 2: is located at 5353 Overpass Road in the City of Goleta. The buildings and land (a 65,000 sf parcel) are owned by MTD. The site formerly served as MTD's primary administrative, dispatch, operations, and maintenance facility. However, when Terminal 1 was completed in 2003, MTD completely withdrew from the facility, including removal of an underground fuel storage tank. MTD received approval from the Federal Transit Administration (FTA) to lease the property,

which was used by a local company for heavy-duty equipment storage. The existing facilities are usable, but show significant signs of wear and deterioration. MTD intends to begin upgrading the property to use as a secondary bus storage location to accommodate overflow from Terminal 1 and support future growth. Reactivation of this facility is a major priority for MTD and construction management activities related to the site will likely be one of the first Task Orders issued. A more detailed description of Terminal 2 may be found in MTD's *Facilities Master Plan: Facilities Assessment Report* (attached hereto as Appendix A).

- **Transit Center:** is a 15,200 sf site with a centrally located 1,800 sf terminal building surrounded by a passenger loading platform, circular bus driveway, and various areas of landscape/hardscape. The facility is located a short distance from Terminal 1 in Santa Barbara at 1020 Chapala Street. The location in the heart of Santa Barbara makes the site ideal to serve as the primary hub and transfer point of MTD service, and over two-thirds of MTD's bus routes serve the Transit Center. The Transit Center provides a convenient and comfortable location for passengers to await the arrival of their bus and it serves as the major transfer point between MTD routes. The facility includes an enclosed work area for a supervisor and customer service representatives who provide route information and trip planning services to the public. It also includes driver restrooms, public restrooms, change machines and fare media vending machines. The Transit Center was constructed in 1974 and underwent a major renovation that was completed in the summer of 2020.
- **Carpinteria City Hall:** is not owned by MTD, but has played an important role in MTD's operations. Historically, MTD parked and charged battery-electric shuttles at an MTD-dedicated battery electric bus charging canopy behind City Hall. The buses would typically remain at the facility overnight so they did not have to make the 15 mile trek to Terminal 1. MTD has since replaced the shuttles with new battery-electric buses with significantly greater range. While City Hall is not being used currently, it is anticipated that MTD will need the site in the future, and may expand the current bus facilities to support transit growth in that region.

III. **Potential Projects**—Although specific projects are not determined with certainty nor guaranteed, it is anticipated that such projects will include or be similar to the following:

- **Terminal 2 Reactivation:** as indicated in the facility description above, Terminal 2 was MTD's original operating terminal and was vacated when MTD's operating terminal in Downtown Santa Barbara was completed. Now that MTD has outgrown Terminal 1, and the lease at Terminal 2 has expired, MTD will reopen Terminal 2 and shift a portion of the bus fleet to the site. Proposed improvements associated with this effort include the addition of an above ground fuel storage tank and dispensers; new fare vault; general perimeter improvements including new fencing, new surveillance cameras, and removal of a portion of the existing CMU wall; electrical service upgrades; improvements to existing buildings; new LED lighting throughout and landscape improvements.
- **Energy Storage and Photovoltaic System Installation:** MTD desires to implement an energy storage and photovoltaic system at Terminals 1 and 2 to generate and store electricity for either onsite usage or sale to a public utility. Such a system would make use of the many flat roof structures at MTD facilities. This initiative supports MTD's goal of operating an all-electric bus fleet by 2030.
- **Electrical Infrastructure Upgrades:** MTD intends to install new electrical infrastructure at its various facilities to support charging of battery electric buses. Presently, 14 of MTD's 112 buses are battery electric. The goal is to transition the remaining buses to battery electric by 2030. This will require extensive upgrades to existing electrical infrastructure to support the massive energy demand of battery electric bus charging.

- General Facilities Maintenance and Upgrades: includes heating, ventilation, and air conditioning unit replacement; pavement replacement/repair; bus yard striping and marking; building roof replacement; video surveillance upgrades; building efficiency upgrades; building tenant improvements; maintenance canopy repairs; building renovations; and any other capital improvement and capital maintenance project as assigned.

IV. **Construction Management Services Requirements**—The Offeror should expect to perform a variety of CM and inspection services necessary to properly manage construction contracts and to ensure projects are built per contract requirements. Offeror shall provide, administer or arrange the following professional CM services as required to carry out the scope of work for a particular project (note: a specific Task Order may include all or only a portion of services listed below):

A. General Requirements

1. Provide CM services to coordinate, facilitate and manage the efforts of the project team to complete the project in conformance with the goals, objectives, and contract documents established for the project.
2. Provide MTD with clear, consistent, timely, and effective communication throughout each project.
3. Work with MTD's design consultants, the City of Santa Barbara, the City of Goleta, the City of Carpinteria, the County of Santa Barbara, utility companies, the public, and other stakeholders as necessary during applicable stages of the project.
4. Continuously evaluate the systems and procedures currently in place by MTD for management, oversight, and reporting of capital projects and make recommendations for modification or adjustment, as necessary, for the improvement of these systems and procedures.

B. Construction Document & Bid Assistance Phase

1. At conceptual design stage, review the proposed project and advise MTD on the scope (which elements to pursue or omit) based upon stated goals and objectives as well as project budget and timeline.
2. Conduct constructability review of design including construction drawings, specifications, and cost estimates.
3. Provide assistance to MTD in developing construction bid package as needed.
4. Assist in assessing construction bids or proposals as needed.
5. Prepare a Project Management Plan for the management and oversight of projects.
6. Documentation of compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits.

C. Pre-Construction Phase

1. Conduct the Pre-Construction Conference with all major project stakeholders. The Pre-Construction Conference sets the stage for a successful project and must be a: comprehensive accounting of roles, responsibilities, and expectations; review of all elements of the project including regulatory requirements, safety standards, and workmanship quality standards; review of project schedule and budget; and discussion about any other pertinent project-related matters.
  - a. All elements of the Pre-Construction meeting shall be well documented and meeting minutes distributed to all parties for transparency and accountability.

2. Log and review submittals and shop drawings as needed. Route submittals as needed for project engineer/architect's approval and ensure timely responses. Such steps should be carried through the Construction Phase as well.
3. Review contractor Schedule of Values and provide feedback as necessary.

#### **D. Construction Phase**

1. Review construction work for conformance with approved construction documents.
2. Log and route requests for information (RFIs) to appropriate parties and ensure timely responses.
3. Provide information and/or clarification to contractor on approved construction documents.
  - a. Do not vary from the project specifications or design without the authority or approval of the design team. Document approved changes.
4. Assist MTD in assessing and determination of appropriateness/necessity of any construction change orders.
5. Notify MTD at any point in the project when a dispute arises, an unknown condition is discovered, or at any time the contractor believes extra work/change order work is warranted.
6. Document construction personnel, equipment, and materials used onsite. Note your approval or rejection of material and work.
7. Document arrival/departure time/date of inspector(s) as well as any relevant feedback from inspector(s).
8. Notify contractor of any unacceptable condition or workmanship and document any conversations that could be significant in the event of a claim or dispute. Maintain records of disputed work, including:
  - a. A daily diary of disputed work including personnel, equipment, operations, and hours spent on each task.
  - b. Review the plans and specifications for legitimacy of contractors claim.
  - c. Discuss concerns and attempt to resolve with construction manager to minimize impacts to the project quality, schedule, and budget.
  - d. Note statements of concern made by the contractor in your diary.
  - e. Conduct an ongoing evaluation of operations and materials used related to the dispute.
9. Regularly check site safety and signage. This includes ensuring contractor and subcontractor is performing work in accordance with guidelines and regulations of Cal/OSHA, Department of Industrial Relations Construction Safety Orders, the contractor's Code of Safe Practices, governing jurisdiction codes and regulations, and contract documents.
10. Regularly review the site to ensure public safety and compliance with the approved traffic control plan.
11. Respond to basic public inquires. Refer more complicated inquires to appropriate MTD staff.
12. Verify contractor work plan including site layout (staging areas, construction trailer, portable restrooms, parking for contractors and construction vehicles, material delivery ingress/egress/drop-off, location of temporary utilities, etc.) and operations. Make recommendations to the contractor for changes as necessary and explain why such changes are needed (i.e. - change will improve health/safety/efficiency/is necessitated by law or site conditions/etc.) in-writing and document such changes.
13. Examine all material to be used for contract compliance, and if rejected, have it removed from the job site.

14. Review schedules and specifications for upcoming work to anticipate potential issues and provide recommendations/pose questions/relay concerns in advance to ensure an uninterrupted workflow.
15. Closely monitor the schedule and provide the contractor with written notification when the project is off-schedule. Document any delays including the cause, potential remedies, and all communications with the contractor related to the delay.
16. Conduct regular meetings with contractor and interested parties as is appropriate or as required by project specifications. Take and distribute minutes to relevant parties after every meeting.
17. Review certified payroll forms (contractor and subcontractors) for compliance with California Department of Industrial Relations and federal regulations governing the payment of prevailing wages and any other payroll or employment conditions/requirements.
18. Monitor subcontractors used on the project for compliance with project requirements and ensure subcontractors are not substituted unless proper procedures are followed.
19. On federally-funded contracts, constantly monitor for compliance with federal wage requirements, required informational posters at the jobsite for construction personnel, and Disadvantaged Business Enterprise (DBE) and Equal Employment Opportunity (EEO) requirements and notifications.
20. Maintain and regularly update a set of Record Drawings, material sources, quantities, Commitment Change Order (CCO) costs, and other records as required throughout the project to expedite and ensure the accuracy of the final documents and reports.
21. Assist MTD with review and validation of monthly Application and Certificate for Payment forms.
22. Provide monthly project progress reports. Such written reports shall include, at minimum, a listing of completed tasks, significant project developments, schedule status (i.e. – is project on-schedule), budget update, contract changes implemented or pending (e.g. – change orders) during the period addressed in the update.

E. Material Testing & Inspections

1. Review project plans and specifications for material testing requirements.
2. Provide field and plant material testing, quality control/quality assurance, and inspection services to satisfy local jurisdiction, state, and/or federal requirements as applicable for concrete, reinforcement, steel, asphalt, base, anchors, and pipelines.
3. Provide certified inspection services, including field and shop weld testing, paint/coatings, drilling for anchoring, installation of high-tension bolts, and masonry.
4. Confirm project-specific proper testing procedures and requirements.
5. Submit test results along with certification of compliance/noncompliance.
6. Provide or coordinate special inspection and testing during construction as-needed.

F. Construction/Project Closeout Phase

1. Review project for acceptance of workmanship and materials.
2. Review site with the design project manager to evaluate whether the final product is in conformance with the construction documents and may be accepted.
3. Develop and administer “punch list” of deficiencies. Re-inspect deficiencies when the contractor is ready. Remind contractor that working days are in effect until all contract items are complete.



4. Collect and file or distribute maintenance manuals, operating instructions, and warranty information of equipment installed.
5. Assist with scheduling and coordinating training for appropriate MTD staff if training is required in the project specifications or offered by an equipment supplier or manufacturer.
6. Compile and review Record Drawings, make changes or have changes made as required.
7. Draft and submit a formal Recommendation for Final Acceptance to MTD following determination of project completion.
8. Within two weeks of project completion, provide a formal report to MTD summarizing the project, including at minimum: adherence to schedule, budget, and construction documents (include any deviations or approved changes); an assessment of contractor's overall performance; recommended changes to MTD processes, procedures, and approaches to improve future projects; and any outstanding matters that need to be addressed by MTD staff for project closeout.
9. Complete project closeout and turn all records over to MTD within two weeks of Final Acceptance.

V. **Procedure to Order Services (Task Orders)**—As services are required, MTD will issue a Task Order to the Offeror. The Task Order may set forth the proposed scope of work or request that the contractor develop a scope of work based on guidance from the Task Order. In response, the Offeror shall provide MTD a proposal for the Task Order that will be on a fixed-price or not-to-exceed amount basis prepared using prices included in the On-Call CM Services Agreement between MTD and the Offeror. The Offeror shall also include a detailed schedule highlighting major milestones of the CM services for the Task Order. Unless otherwise stated, the proposal will include a breakdown of CM professional labor by category and hours and any other project related expenses. The price of any services or materials included in the proposal that are not priced in the On-Call CM Services contract may be subject to negotiation. Additional information may be requested by MTD to help review the proposal. Once MTD finds the Task Order proposal acceptable, MTD will issue a Purchase Order for the Task Order proposal to the Offeror that references and is controlled by the On-Call CM Services Agreement.

VI. **Changes**—Any proposed changes or modifications to a Task Order, initiated by MTD or the Offeror, that will result in a change to the scope of work, price, schedule, or any other element of the Task Order shall require a change order. Such change order shall include a detailed description of the rationale for the change.

- A. **Bilateral Change Orders:** MTD and the Offeror may agree to change or modify a Task Order to correct errors, omissions, or discrepancies; to cover acceptable overruns; or to expand or reduce the scope of work. MTD and the Offeror will negotiate such changes and modify the Task Order through a written Change of Services Request executed by the Offeror and MTD. Such request shall be drafted by the Offeror, provide a written description of and justification for the proposed changes to the project Task Order, and include impacts to the schedule and budget, if applicable. If the Change of Services Request necessitates an increase to the Task Order budget, MTD will issue a revised Purchase Order after the Change of Services Request is fully-executed by both parties to reflect the change.
- B. **Unilateral Change Orders:** MTD has the right to issue an immediate, unilateral change order to a Task Order and then negotiate cost after the issuance of the change order. The change order must be in writing and signed by MTD's General Manager. The Offeror shall immediately commence performing the changed work as directed in the written change order. Within 10 calendar days after

receipt of a unilateral change order from MTD, the Offeror shall assess the impact of the change and issue a Change of Services Request as described above.

- C. Responsibility for Costs: Offeror shall be solely responsible and liable for all costs resulting from any change to the work undertaken by the Offeror that is not part of a written amendment to the On-Call CM Services contract or fully-executed Change of Services Request for a specific Task Order.

- VII. **Complete Projects**—This scope of work does not include a complete description of all services or processes that may be required to carry out each Task Order. This scope of work is provided only for matters considered key to the project. Except as described herein, Offeror shall provide all CM services necessary to properly complete each ordered project.



## ON-CALL CONSTRUCTION MANAGEMENT SERVICES

JULY 13, 2022





# TABLE OF CONTENTS

02

COVER LETTER

03

GENERAL  
BACKGROUND

06

FIRM EXPERIENCE &  
EXPERTISE

09

INDIVIDUAL EXPERIENCE & EXPERTISE

23

SUBCONTRACTORS

24

WORK PLAN

32

WORK SAMPLES

38

\*MTD FORMS IN A  
SEALED SEPARATE  
ENVELOPE PER RFQ

39

\*FEE SCHEDULE IN A SEALED SEPARATE ENVELOPE PER RFQ



July 13, 2021

Dear Selection Committee  
Santa Barbara Metropolitan Transit District On-Call CM Services RFQ  
550 Olive Street | Santa Barbara, CA 93101

## RE: REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

We are pleased to submit our qualifications to perform on-call construction management services for the Santa Barbara Metropolitan Transit District (SBMTD) for the next three to five years. Our project experience closely aligns with the potential projects identified in the RFQ.

**Our years of experience in providing agency construction management services to public sector clients—coupled with our sustained local Central Coast presence—makes Kitchell the best choice to serve as your trusted partner for your on call projects.** As members of an employee-owned company, our employees are motivated to provide excellent service conducted in a relational environment. This approach to performing our services has resulted in more than eighty-five percent of our work derived from repeat business.

With over 290 construction management professionals, we are fully prepared to meet your needs. **Project Executive Shane Mahan** will work with you to assemble project teams and ensure your satisfaction with our services and deliverables.

Our proposed pool of Project Managers, and Project Engineers have demonstrated a long-term commitment to the pursuit of project excellence, are at the top of their respective professions, and will be dedicated to the task of serving the MTD through interactive collaboration with MTD staff, effective oversight of design professionals, contractors, quality assurance personnel, materials testing and inspection laboratories, and outside agencies, as directed by the MTD, and effective management of the construction process as a whole.

As a firm invested in the Central Coast for the long term through our established local San Luis Obispo office and sustained Santa Barbara operations, we understand the local design, engineering and construction industry and will serve as a local resource.

Unlike most construction management firms, **Kitchell has a full complement of in-house engineering and architectural support service professionals** consisting of registered architects and licensed engineers in every discipline. This team of dedicated professionals is equipped to resolve highly complex technical challenges on a moment's notice.

Kitchell would consider it an honor to serve the Santa Barbara Metropolitan Transit District in carrying out the envisioned projects. We appreciate your consideration and look forward to the opportunity to demonstrate our qualifications to the MTD as we progress in the selection process.

Sincerely,

Wendy Cohen, CCM, President  
(Officer to Contractually Bind the Firm)

## CERTIFICATIONS

Kitchell is interested and willing to enter into a contract with MTD to perform the work as described in the attached Scope of Work; and Kitchell will exert its "best efforts" in fulfilling its responsibilities therein.

Kitchell will accept the contract terms and conditions included in the MTD Master Agreement, the FTA: Contract Provisions, and the Scope of Work, as modified in Addendum 2 to the RFQ.

Kitchell has the ability and willingness to obtain insurance meeting the requirements indicated in paragraph 18 of the MTD Master Agreement; however, Kitchell's deductible limits are higher. Meeting the deductible limits described in the Master Agreement may result in higher fees to cover added insurance costs.

# General Background



  
January 8, 1950  
Kitchell was  
founded

  
294 Professional  
Personnel

Established in 1950, Kitchell is a **100% employee-owned company** dedicated to providing construction management and general contracting services in the Western United States. Our firm's innovations in management and reliability in delivering projects on time and within or under budget have earned us a reputation for superior performance.

Since Kitchell's inception, we have completed **over \$53 billion in public sector construction** representing **more 3,600 projects** in education facilities, courthouses, municipal office buildings, parking structures, civic centers, detention and criminal justice centers, healthcare facilities, sports complexes, police/fire stations and performing/cultural arts centers. Having been in business for 72 years, Kitchell has proven its long-term stability and financial strength. As a construction management firm, Kitchell is consistently ranked amongst Engineering News Record's top construction management firms.

Focusing on the public sector has allowed us to develop management and project control techniques targeted to its specific needs. Our methods have been very successful—**more than 85% of our work comes from repeat clients**. We deliver our services using a variety of delivery strategies including agency and multiple prime CM, construction management at risk, lease-leaseback, design-build and the traditional design-bid-build.

## WHAT SETS KITCHELL APART?

  
Over the past 10 years,  
Kitchell has exceeded  
financial goals and  
expectations. In  
addition, we've extended  
our depth of services to  
meet our clients growing  
needs.

## WE'RE BUSINESS DRIVEN. PEOPLE FOCUSED.

We hire for a career, not a project. It has always been our philosophy to retain employees while in between projects. We maintain ongoing and open communication for employees whose projects have ended. These employees are provided opportunities within all our business units and have the option of transferring to new locations and used to backfilling other projects. Our depth of resources coupled with our large and diverse project base allows us great flexibility in employee retention and project staffing.

Being between projects creates great opportunities for employees to be utilized in-house or obtain further training, while new projects are coming online. Kitchell University is an online tool provided to all our employees to keep their skills sharp. Carrying "bench strength" is necessary to provide level services for our clients.



## TYPES OF SERVICES



Our project management teams work comprehensively throughout all phases of construction—from planning to project closeout and activation. Our successful approach is based in our ability to creatively address our clients’ needs through aligning core competencies and expertise to efficiently manage, design and construct public projects.

With **over 60 current on-call contracts throughout California**, Kitchell offers the flexibility necessary to provide the Santa Barbara Metropolitan Transit District with high professional project/construction management resources. With a full complement of in-house services necessary to meet your project’s goals and objectives, we can supply specialists in services ranging from early project planning and conceptual estimating through post-construction inspections and warranty periods. Typical services provided include program project/construction management, cost estimating, scheduling, master plans, peer review, constructability review, value engineering, energy audits, facility assessments, design of facility upgrades and improvements, architectural programming, full design and program/project management.

## OFFICE LOCATION

Kitchell’s Central Coast office is located at **1540 Marsh Street, Suite 150, San Luis Obispo, CA 93401**. This is 96 miles from MTD’s office at 550 Olive Street, Santa Barbara, CA 93101. Even though Kitchell’s nearest office is beyond a 75-mile radius of Santa Barbara, this will not impair Kitchell’s ability to serve MTD’s onsite needs. Most of Kitchell’s proposed candidates live within a commutable distance to Santa Barbara. Proposed **Project Executive Shane Mahan** is a long-term resident of Santa Barbara and is readily available to be onsite at a moment’s notice.

## KITCHELL’S APPROACH TO COORDINATION & COMMUNICATION

Conveying clearly defined communication protocols are paramount to project success. Kitchell will organize and establish effective communication among the project team members. We will ensure that responsibilities for completing tasks are assigned to appropriate team members, that they are understood by all, and are tracked throughout the design and construction process.

Written communications are logged and tracked for responses. Our project personnel are trained in Procore Project Management Information System (PMIS) for generating and/or tracking communications, costs, requests for information, submittals, daily logs, drawings, and other project documents. We are also flexible in adapting to other project administration systems as dictated by MTD and project demands.

Logs are distributed for all outstanding items. These logs are reviewed, prioritized, and correspondence is produced from Procore for all due and delinquent items. This enables the team to proactively address and resolve issues without experiencing the consequences of delayed response.

Clear understanding of each team member’s role and responsibilities on the project will establish clear performance expectations and eliminate confusion. We have often used a tabular responsibility matrix to accomplish this. Each team member will see a snapshot of their responsibilities and how they relate to other team members. We will generate a detailed responsibility matrix defining the roles and responsibilities of each member on the project team and conduct a project kick-off meeting to convey these roles and responsibilities. This effort will help identify potential conflicts and omissions of activity before they become issues.



# ORGANIZATION CHART



SHANE MAHAN  
PROJECT EXECUTIVE

## PROJECT/CONSTRUCTION MANAGEMENT POOL

Tully Wyatt, DBIA, LEED AP  
SR. PROJECT MANAGER

Ashton Ellis, CMIT  
SR. PROJECT MANAGER

Sam Gabriel  
SR. PROJECT MANAGER

Derek Richardson  
PROJECT MANGER II

Leon Cavallo  
PROJECT MANGER II

Troy Hart  
PROJECT MANAGER

Heide Norman, LEED AP  
PROJECT MANAGER

Sarah Maloney  
SR. PROJECT ENGINEER

## SUBCONTRACTORS

Earth Systems  
ROBERT DOWN



## TECHNICAL SUPPORT SERVICES TEAM

**Randy Rominger**  
Principal-In-Charge

**Heather Brown, PE, CPMP, LEED AP**  
Engineering & Architectural Services Director

**Sean Greenwald, CFM**  
Facilities Management Director

**Matt Chappell, EIT, CEP**  
Estimating Manager

**Rick Stassi**  
Scheduling Manager

**Jason Villanueva**  
Project Analytics & Control

Please see resumes in Individual Experience and Expertise for details on qualifications on our key personnel and technical support services team starting on [page 9](#).





# Firm Experience & Expertise

## FIRM EXPERIENCE

Most of our project and construction management services are provided to public entities. The public entities we work with cover the full spectrum of State agencies, education clients (K-12, CCDs, and higher education), cities, counties and special districts. Each of those entities has their own standard agreements. We are accustomed to thoroughly reviewing and administering all contracts to each client's specific requirements.

Our staff have experience administering traditional design-bid-build, construction manager at risk, construction manager multiple prime, job order contracting, design-build and several forms of developer delivery contracting methods and approaches. In regards to your Scope of Work, the Kitchell Team has performed all roles: construction manager, facilities maintenance and remodels, new construction and regional transit experience. We know how to do each portion of the work and what needs to be done when by each party. Our lengthy and continued involvement with the oversight agencies provides a depth of knowledge no other team can match.



**PUBLIC AGENCY  
CONSTRUCTION**  
**\$53B**

.....



**CIVIC/  
MUNICIPAL  
CONSTRUCTION**  
**\$11.2B**

.....



**CENTRAL COAST  
CONSTRUCTION**  
**\$1.7B**

## FIRM EXPERTISE

**INTEGRITY. QUALITY. COMMITMENT.**

### THE FOUNDATION OF OUR SERVICES.

Kitchell offers the flexibility necessary to provide Santa Barbara Metropolitan Transit District with highly professional construction management services. With a full complement of in-house services necessary to meet any public agency's goals and objectives, we can supply specialists in services ranging from early planning and conceptual estimating through post-construction inspections, warranty periods and facility management.

## LOCAL COMMITMENT

Kitchell's investment in the Central Coast includes a growing client base including County of Santa Barbara, Cal Poly, County of San Luis Obispo, County of Monterey, County of Ventura, Allan Hancock Joint Community College District, Cuesta College, Dignity Health at the Marian Medical Center, Atascadero Unified School District and Goleta Unified School District. **We have built on this base through sustained growth enabling us to maintain a permanent San Luis Obispo office and a Central Coast-based staff.** We understand the culture and the challenges unique to Santa Barbara county and the Central Coast. As members of an employee-owned company, our team possesses a strong commitment to project success. This enables us to maintain long-term positive working relationships with consultants, vendors and contractors of all trades throughout the Central Coast.

## Projects Similar in Scope to *MTD*



Pictured in the photo below is Project Manager Troy Hart, Sr. Project Engineer Sarah Maloney and the general contractor team at the grand opening for SLO RTA Bus Maintenance Facility.



### San Luis Obispo Regional Transit Authority, Bus Maintenance Facility | SAN LUIS OBISPO, CA

A new \$17.5 million (construction cost), 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes demolition of existing structures and off-site improvements, specifically the T-intersection for future Elks Lane realignment.

Key Personnel Involved:	Tully Wyatt, Troy Hart, Sarah Maloney
Budget Performance: (Original & Actual Costs)	\$16.8M (Original); \$17.5M (Actual)
Schedule Performance: (Estimated Completion Date & Actual Completion Date)	February 2022 (Estimated & Final Completion Date)



**Kitchell partnered  
with Earth Systems at  
SLO RTA!**





## Butte County Association of Governments, Butte Regional Transit Operations Center | CHICO, CA

A new \$38 million, 41,000 SF LEED Silver certified transit facility built to replace the outdated maintenance and operations facilities with a new bus maintenance building, operations building and an administrative office facility, along with associated on-site and off-site improvements, including an 8,000 SF tenant improvement. Work includes renovation of the existing building. The facility houses twelve additional executive offices and a new Board Room for Butte County Association of Governments official board meetings.

Key Personnel Involved:	N/A
Budget Performance: (Original & Actual Costs)	\$21.1M (Original); \$20M (Actual)
Schedule Performance: (Estimated Completion Date & Actual Completion Date)	August 2016 (Estimated Completion Date); February 2017 (Actual Completion Date)



## Selma Unified School District, Maintenance, Operations and Transportation Warehouse | SELMA, CA

A new \$6.9 million maintenance, operations and transportation warehouse for District use. The 18,286 SF metal warehouse facility features a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits and 3,358 SF of office space.

Key Personnel Involved:	N/A
Budget Performance: (Original & Actual Costs)	\$7.3M (Original); \$6.9M (Actual)
Schedule Performance: (Estimated Completion Date & Actual Completion Date)	May 2009 (Estimated & Final Completion Date)



# Individual Experience & Expertise



Provide a detailed explanation of experience and expertise of personnel the Offeror proposes to use to support MTD in meeting the requirements of a contract resulting from this RFQ. Include resumes for key personnel mentioned in this section. The information provided should identify organization affiliations and licenses held which pertain to the work specified in support of MTD. Proposed personnel are expected to be committed to MTD projects. Replacement will not be permitted without prior consultation with and approval from MTD.

## CONTINUITY, STAFFING, WORKLOAD

Kitchell has over 290 qualified staff working on a variety of public sector projects. These projects are in various phases of completion, some of which are due to complete in the very near future. Our depth of resources coupled with our large and diverse project base allows us great flexibility in meeting our clients' staffing requirements. This allows us to retain quality staff while at the same time satisfying various project needs.

As a professional program and construction management firm, we take pride in selecting the most qualified personnel to achieve the depth and breadth of resources to offer our clients and their projects. We will provide you with key individuals to meet your project requirements. **Our team will serve as an extension of your staff, enabling you to maintain everyday operations.**

We schedule our personnel as we schedule our projects. Kitchell will provide full commitment, attention, continuity and accountability in developing successful programs for Santa Barbara Metropolitan Transit District. We will work with you to create an effective team to bring the projects in on time, within budget and with the highest possible quality.

**Continuity of staff is a key factor in the development of our program and project teams.**

Kitchell's philosophy is to maintain the core staff assigned—we do not rotate staff in and out of assignments. If it does become necessary to add or replace a project team member, he or she will be introduced to the District for approval before beginning work on the project.



# SHANE MAHAN

## PROJECT EXECUTIVE

Shane has over 28 years of experience in the construction industry where he has managed construction management at-risk, multi-prime, design-bid-build and design-build projects. His areas of expertise include serving as liaison between owners, local agencies and contractors, scheduling, estimating, monitoring and updating budgets, communications, time management and multi-tasking. Shane has worked with a variety of public and private sector clients on projects including county facilities, office buildings, research facilities, hospitality and justice.

### EDUCATION

BS, Construction Management, University of Nevada, Las Vegas

### LICENSES + REGISTRATIONS

OSHA 10-Hour Certification

General Building Contractor B License #B1091029, CA

*What is one thing that sets us apart from other project managers?*



I think a differentiator are the relationships I develop.

Technical expertise is important but at the end of the day it is a person's ability to become trusted by the people they work with and work for.



Shane Mahan is a Santa Barbara local

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Kitchell is currently providing staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout. A selection of component projects include:

- ▶ New Probation Headquarters Building
- ▶ Regional Fire Communications Facility
- ▶ Forensic Mental Health Rehab Center

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$115.5 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming.

**Goleta Unified School District, Measure M Program Planning, Goleta, CA:** A \$80 million bond program for campus modernization and deferred maintenance projects across 10 schools, 1 District Office and 1 Maintenance, Operations and Transportation site. K-6 schools.

**Marin County, Civic Center Hall of Justice Seismic Retrofit, San Rafael, CA:** A \$21 million, 380,000 SF three-story facility composed of two wings, the south wing houses the Administration Building while the north wing houses the Hall of Justice. The Hall of Justice includes 12 courtrooms with administration space, offices for the District Attorney, Public Defender, Health and Human Services, the County Sheriff, County Assessor and Elections Department as well as food preparation areas. Other features of the Hall of Justice include direct tunnel access to the Marin County Jail, which was renovated during the seismic retrofit. Work includes a combination of concrete shear walls and footings, rock anchors, steel bracing, reinforcing of elevator and stairwell shafts, hazardous materials abatement, seismic transmission units, seismic dampening mechanisms and composite reinforcing of existing structural components. This facility is the only Frank Lloyd Wright-designed government building to ever be constructed.





# TULLY WYATT, DBIA, LEED AP

## SR. PROJECT MANAGER

Tully has over 18 years of industry experience as a dedicated, organized and detail oriented project manager. He is a skilled leader who believes in transparent, ongoing communication and maximizing technology to expedite information, guaranteeing that all team members, including subcontractors, are constantly informed of decisions or changes in real time. Tully has a wide range of experience in alternate delivery methods, including CMAR and design-build, as well as extensive project experience, including his most recent work at Santa Barbara County, Staff Augmentation Services.

## PROJECT EXPERIENCE

### **San Luis Obispo Regional Transit Authority, Bus Maintenance Facility,**

**San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes off-site improvements, specifically the T-intersection for future Elks Lane realignment.

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Kitchell is currently providing staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout. A selection of component projects include:

- ▶ New Probation Headquarters Building
- ▶ Regional Fire Communications Facility
- ▶ Forensic Mental Health Rehab Center

### **Allan Hancock Joint Community College District, Industrial Technology and**

**Education/Athletic Fields, Santa Maria, CA:** A \$17.6 million project consisting of an approximately 35,000 SF industrial technology complex and new synthetic running track and practice fields for football and soccer, as well as a new baseball field. Two new buildings and a remodeled building O will provide space to consolidate all industrial technology disciplines: architectural drafting, electronics, viticulture/enology and automotive, auto body, engineering, welding and machining & manufacturing technologies.

### **California Polytechnic State University, San Luis Obispo, Student Housing South**

**Project, San Luis Obispo, CA:** A new \$165 million, design build project which includes seven 3, 4 & 5-story buildings consisting of approximately 1,475 student beds, 29 resident advisor spaces and two apartments for the professional staff, totaling 383,000 SF; a campus welcome center and a 467-space parking structure totaling approximately 154,000 SF; site utilities, hardscape, site lighting and signage. The project is designed to achieve the CSU's standard equivalent to LEED Platinum.

## EDUCATION

MBA, Florida Institute of Technology

BA, Architectural Engineering, California Polytechnic State University, San Luis Obispo

## LICENSES + REGISTRATIONS

Design-Build Professional

LEED Accredited Professional

OSHA 30-Hour

*What was your experience like working at SLO RTA?*



Successful construction projects don't happen on their own, it requires a team willing to work together for the best end result possible. The SLO RTA had a group of individuals from the Owner, Designer, Contractor, and Construction Manager willing to go the extra mile to achieve success. The end result is a high quality project that finished on time, within budget and is something all parties are proud to have been a part of.



# ASHTON ELLIS, CMIT

## SR. PROJECT MANAGER

Ashton has over 13 years of professional project experience, with eight of those years working in an institutional environment. Her project experience includes tenant and capital improvement projects, ADA upgrades, design projects, deferred maintenance projects, infrastructure upgrades, and building system upgrades. Ashton's leadership style focuses on engaging project team members to foster communication and dynamic problem solving in order to delivery the highest quality solutions and final product possible.

### EDUCATION

BA, Interior Design, California State University, San Diego

### LICENSES + REGISTRATIONS

Construction Manager-In-Training

*How will you apply your experience to Santa Barbara MTD?*



My professional experience overseeing deferred maintenance projects, tenant improvements, accessibility work, and building system upgrades will pair well with the potential projects outlined within the MTD RFQ. Coming with a diversified portfolio of completed projects spanning all phases of design and construction, I have the skill set to navigate a project from conception through completion.

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Kitchell is currently providing staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout. A selection of component projects include:

- ▶ New Probation Headquarters Building
- ▶ Regional Fire Communications Facility
- ▶ Forensic Mental Health Rehab Center

**California Polytechnic State University, San Luis Obispo, Student Housing South Project, San Luis Obispo, CA:** A new \$165 million, design build project which includes seven 3, 4 & 5-story buildings consisting of approximately 1,475 student beds, 29 resident advisor spaces and two apartments for the professional staff, totaling 383,000 SF; a campus welcome center and a 467-space parking structure totaling approximately 154,000 SF; site utilities, hardscape, site lighting and signage. The project is designed to achieve the CSU's standard equivalent to LEED Platinum.

**San Luis Obispo County Community College District, Measure L Bond Program, San Luis Obispo, CA:** A \$275 million bond program which addresses crucial facility needs, including a new instructional building on the San Luis Obispo campus, a new campus center, a new career training facility and new early childhood center at the Paso Robles campus; the replacement of temporary classrooms, and repairs and upgrades to roofs, heating and air conditioning units, aquatic center and other infrastructure and utilities technology upgrades. A selection of component projects include:

- ▶ SLO Campus Center
- ▶ Interim Housing - Offices & Classrooms

**California State University, San Diego, University Research Foundation, 5121-41 Campanile Drive - Rezoning/Tenant Improvement Project, San Diego, CA:** A \$321,859, 3,243 SF design-build tenant improvement to convert residential property into offices for various student organizations. The project included ADA improvements to the building entrances and restrooms, new HVAC system, new electrical throughout, boring a path under the street to connect the property to the university's network, new card access system, new roof, new footings and subfloor, and all new finishes.



# SAM GABRIEL, LEED AP BD+C

## SR. PROJECT MANAGER

Sam has over 39 years of professional construction experience, enabling him to identify and resolve issues during all phases of construction to deliver projects at the highest quality. He ensures projects are delivered to exceed expectations by effectively supervising the team from inception to completion while providing construction management, quality assurance and control, monitoring project estimates and facilitating safety program management. Samuel's broad background of skills and abilities during all aspects of a project lifecycle allow him to be especially adept at completing quality projects on-time and within budget.

## PROJECT EXPERIENCE

**California Polytechnic State University, San Luis Obispo, Staff Augmentation Contract, San Luis Obispo, CA:** A \$4.9 million staff augmentation contract for Cal Poly which includes a redesign of the post office, installing secure enclosures for existing IT equipment, install of exhaust fans and fire dampers. A full roof replacement on Yosemite Hall Towers 8 & 9 and an enclosure for the former boiler room. Kitchell will be providing conceptual design consulting services addressing the overall watershed issues on the Cal Poly campus.

**The Four Seasons Hotel, The Biltmore Santa Barbara, Santa Barbara, CA:** A \$125 million, 12 phase renovation and seismic retrofit of a historic Spanish Colonial hotel to accommodate 214 guest rooms, 12 cottages, three restaurants, meeting space, fitness center, salon and sports/recreation areas.

**Folsom Cordova Unified School District, Mangini Ranch Elementary School, Folsom, CA:** A new \$50.9 million 66,000 SF, two-story steel-moment and brace-framed school building consisting of administrative offices, classrooms, media center, multi-purpose room, collaboration workrooms, infrastructure and maintenance facilities, playgrounds and hardcourts. The project includes a 10-acre site surrounded by a newly developed residential community in Folsom Ranch.

**City of Sacramento, SAFE Credit Union Performing Arts Center, Sacramento, CA:** The \$99 million, 126,305 SF transformation and renovation of the Community Center Theater, renamed the SAFE Credit Union Performing Arts Center, includes a new electro-acoustic and constellation audio system, modifications to improve accessibility within and around the facility, updates to mechanical, electrical, lighting and fire protection, upgrades to staging, seating and lobbies and replacement of portions of the existing finishes. Work also includes 29,669 SF of additions, including expansion of the south lobby with a new donor lounge located on the second floor, expansion of the main lobby, restroom facilities, dressing rooms and loading dock, as well as construction of unoccupied shell space on the southeast corner of the site. Other site modifications include improvements to hardscape, landscape and development of the north plaza for community events and other uses.

### EDUCATION

BA, Sculpture, University of Massachusetts, Amherst

### LICENSES + REGISTRATIONS

LEED Accredited Professional Building Design + Construction

OSHA 30-Hour

### TRAINING

Excavation Hazards

Lean Practices

Risk Management

GHS Safety

VPP Safety Program



I would say that a couple of my strengths are perseverance and tenacity. Sometimes, no matter how much you plan a job, things just don't go the way you want. In those cases, you just need to put your head down and push forward. Eventually, you will get it done.





# DEREK RICHARDSON

## PROJECT MANAGER II

With more than 16 years of experience, Derek has a proven background of delivering an array of construction projects, guiding teams and resources through the full construction lifecycle in various delivery methods including design-build. His experience includes executing complex construction projects in a variety of markets, including civic/municipal, public works, public safety, higher education, hospitality and federal government. Derek ensures quality delivery by building and guiding efficient teams able to communicate innovative ideas and optimizing work performance, presenting clients with excellent results. He is Procore Project Management Software certified and is familiar with other industry standard software including Bluebeam, AutoCAD and Microsoft Office Suite including Project, Word, Excel and Visio.

## PROJECT EXPERIENCE

**Santa Barbara Metropolitan Transit District, Santa Barbara MTD Transit Center, Santa Barbara, CA:** A \$3.5 million, 2,500 SF full renovation of the existing transit center. Upgrades included new driveways and pathways around the building, new roof, replacement of the storefront around the building, new electrical, HVAC and plumbing infrastructure, modernized interior finishes, new casework and countertops, complete renovation to the restrooms and new interior and exterior furniture.

**Pacific Gas and Electric, Rio Oso GIS Substation, CA:** A \$5.2 million, 20,000 SF design-build project consisting of a restructure upgrade to an existing PG&E substation. The project moved two 150kv and 230kv transmission lines into two conditioned buildings with SF6 gas-insulated switchgear (GIS) and an integrated server room. The contracted scope includes two pre-engineered metal buildings, three bridge cranes, electrical lighting, power and grounding systems, 18 ductless HVAC units, SF6 gas detection system, fire alarm, cable tray management, steel stud framing, non-conductive fencing, insulation, over-head doors.

**County of Santa Barbara, Cuyama Fire Station 27, New Cuyama, CA:** A \$6.7 million, 10,000 SF project including demolition of the existing fire station and construction of a new zero-net energy fire station facility. The facility is a combined County Fire Station/County Sheriff Substation with a County Communication/IT server room and 100-ft communications tower. The facility includes a fire station apparatus bay, dorm rooms, office space, oxygen filling and storage room, locker rooms, kitchen and break rooms, Sheriff armory, holding cell, interview room and conference room. The project also Includes a PG&E service and transformer upgrade, 180kW emergency back-up generator and a 58kW, 150 panel PV solar system.

**Pacific Gas and Electric, Corporate Real Estate (CRESS) MSA Program, Central California:** Management of construction projects and facilitation of the program. Duties included estimating, preparing bid proposals, managing design and construction work and forecasting contractor spend for each project. A selection of component projects include:

- ▶ PG&E Conference Center Tenant Improvement, Fresno, CA
- ▶ PG&E MDC Warehouse Tenant Improvement, Fresno, CA
- ▶ PG&E Electrical Vehicle Charging Station Program

### EDUCATION

BS, Construction Management, California Polytechnic State University, San Luis Obispo

### LICENSES + REGISTRATIONS

OSHA 7500 Safety and Health Management  
OSHA 10-Hour



# LEON CAVALLO, CMIT

## PROJECT MANAGER II

Leon has more than 14 years of experience in the construction industry, in both the public and private sectors using various delivery methods including design-build, lease-leaseback, multi-prime and traditional design bid build. He is experienced with all phases of construction including needs assessment and construction project bond management, estimating, development of budgeting, scheduling, scope and proposal writing, constructability review of drawings and specs, multi-agency permitting and DSA document management and processing. Construction phase experience includes budget management, contract buyout, cash flow reporting, scheduling, safety leadership, change order management, BIM coordination management and commissioning. Leon has strong project team leadership skills with the ability to collaborate with others to plan the project well and find solutions to challenges. He has a proud history of developing strong partnerships and delivering projects on-time and within budget.

## PROJECT EXPERIENCE

**Oxnard Unified School District, Rose Avenue Elementary School Reconstruction, Ventura, CA:** A \$41 million, 72,000 SF campus replacement project on an occupied campus. The facility includes an administration building, multi-purpose building and two-story classroom building. Work also included demolition of the existing campus and construction of new sports fields.

**Temecula Valley Unified School District, Temecula, CA:** A new \$25 million, 65,000 SF project including an administration building, multi-purpose/food service building and two single-story classrooms. Work also included demolition of the existing campus and construction of new sports fields, new parking lot, retention basin storm water control, solar power and battery backup.

**Val Verde Unified School District, Rancho Verde High School Renovation, Perris, CA:** A \$29 million, 225,000 SF lease-leaseback renovation of interior finishes and fire alarm upgrades of all five classroom buildings, multi-purpose room, library, administration building and two gymnasiums. Work included replacement of skylight systems at each classroom building. All work was done on an active campus, requiring teacher relocation to be included in the scope of work.

**Val Verde Unified School District, District Office Expansion, Perris, CA:** A \$24 million, 30,000 SF expansion project consisting of re-purposing the district's collection of modular buildings from various campuses to create a campus of six new buildings consisting of 12 to 16 building modules. The modulares were installed on permanent foundations, with all new exterior and interior finishes, lighting and plumbing fixtures. Work also included construction of new bio-swale storm drainage system for the campus expansion.

### EDUCATION

BA, Economics, Graduate,  
University of California,  
Riverside

### LICENSES + REGISTRATIONS

Construction Manager-in-  
Training

OSHA 30-Hour



# TROY HART

## PROJECT MANAGER

Troy has been active in the construction industry for over 33 years, both in the field and as an instructor/mentor. His career began as a welder assistant, moving into construction management after he earned his degree. Troy spent nine years as a collegiate instructor teaching concrete technology, introduction to materials, and commercial construction, also taking time to mentor and tutor students in construction management. Troy's field experience includes management of a variety of projects including civic/municipal, corrections, education and water/wastewater projects. Troy believes in a collaborative working environment incorporating teamwork.

## PROJECT EXPERIENCE

**San Luis Obispo Regional Transit Authority, Bus Maintenance Facility, San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes off-site improvements, specifically the T-intersection for future Elks Lane realignment.

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$115.5 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming.

**County of San Luis Obispo, San Luis Obispo County Superior Courthouse, Paso Robles, CA:** A new \$13 million, two-story courthouse which served as a prototype courthouse for the Superior Court System and County Courts throughout California for both service consolidation and structure. The project was situated in downtown Paso Robles in a congested corridor which made construction challenging. The project design was very unique, including ornate exterior cladding and unique interior features.

**County of San Luis Obispo, County Government Center Demolition and Excavation Project, San Luis Obispo, CA:** A \$11 million demolition of existing historical buildings, removal of existing petroleum tanks and excavating to a depth of 20 feet below street elevation. During the excavation there were many unforeseen conditions, requiring careful negotiations with the contractor in an effort to continue work without interruption.

**San Luis Coastal Unified School District, Los Osos Middle School Modernization, San Luis Obispo, CA:** A \$7 million modernization project to upgrade the school, which had fallen into disrepair due to its location close to the ocean, causing the saltwater environment to destroy the existing building materials. The project included technology upgrades, added new doors and hardware to classrooms, athletic upgrades and construction of a new library media center.

### EDUCATION

BS, Construction Management, California State University, Fresno

### AFFILIATIONS & MEMBERSHIPS

Construction Management Association of America, Faculty Advisor 2016



# HEIDE NORMAN, LEED AP

## PROJECT MANAGER

Heide brings over 29 years of industry experience with a background including renovations, HVAC, fire/life/safety and ADA upgrades and tenant improvements for government, K-12 and higher education, low-income housing and healthcare facilities. Heide's skills include coordinating with regulatory agencies such as the Department of Health Care Access and Information (HCAI, formerly OSHPD) and Division of the State Architect (DSA), permitting, submittal and RFI reviews, project cost monitoring, processing change orders and estimates, punchlist and closeout. Her recent experience includes projects for the United States Postal Service, Santa Barbara City College and Hazel Hawkins Memorial Hospital.

### EDUCATION

BA, Interior Design; Interior Architecture Program, California State University, Long Beach

Coursework, Architecture, California Polytechnic State University, San Luis Obispo

### LICENSES + REGISTRATIONS

LEED Accredited Professional

NCARB ARE Candidate

### TRAINING

Procore Certified

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Kitchell is currently providing staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout. A selection of component projects include:

- ▶ New Probation Headquarters Building
- ▶ Regional Fire Communications Facility
- ▶ Forensic Mental Health Rehab Center

**City of Santa Barbara, Fire Station #1, Santa Barbara, CA:** A \$4 million, 19,704 SF renovation and modernization to meet current building codes in performance and health standards, including a seismic retrofit. The renovation was phased in order for the facility to remain fully functional throughout construction and achieved LEED certification.

**Goleta Unified School District, Measure M Program Planning, Goleta, CA:** A \$80 million bond program for campus modernization and deferred maintenance projects across 10 schools, 1 District Office and 1 Maintenance, Operations and Transportation site. K-6 schools

**Santa Barbara City College, Bookstore Renovation City, CA:** A \$2.5 million, 18,400 SF modernization of an existing two-story building. Work included renovation and alteration of the entire interior space, ceiling system, stair railings, finishes, HVAC, security system, elevator and fire alarm upgrades, addition of an exterior deck, new storefront systems and a coffee kiosk.



As an experienced project manager, I am well versed in managing multiple projects simultaneously, ensuring timely completion while remaining on budget. My diverse background in both design, project management and construction administration bring a blended skill set that would be beneficial to the SBMTD.



Heide Norman is a Santa  
Barbara local





# SARAH MALONEY

## PROJECT MANAGER

Sarah is a skilled project engineer with experience in FFE procurement and move management in a higher education setting. She has a passion for the construction management industry and finds working in CM strengthens her strategic and analytical skill sets. Sarah is a skilled communicator, fluent in English and Thai, who enjoys working with people from all demographics. She is familiar with software including MS Project, Salesforce, SharePoint, FAMIS and Maintenance Connection.

### EDUCATION

BA, Psychology, University of California, Santa Cruz



Having lived and worked on the central coast for most of my life, I have had a opportunity to get to know the community we live in and the people who live in it. This community extends to a lot of the local contractors and subcontractors. While constructing the San Luis Obispo Regional Transit Authority Bus Maintenance Facility, I gained a deeper understanding of the administrative, dispatching, and maintenance operations in the transit industry, which could be a great benefit to the SBMTD.

## PROJECT EXPERIENCE

### **San Luis Obispo Regional Transit Authority, Bus Maintenance Facility,**

**San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes off-site improvements, specifically the T-intersection for future Elks Lane realignment.

### **California Polytechnic State University, San Luis Obispo, Staff Augmentation Contract,**

**San Luis Obispo, CA:** A \$4.9 million staff augmentation contract for Cal Poly which includes a redesign of the post office, installing secure enclosures for existing IT equipment, install of exhaust fans and fire dampers. A full roof replacement on Yosemite Hall Towers 8 & 9 and an enclosure for the former boiler room. Kitchell will be providing conceptual design consulting services addressing the overall watershed issues on the Cal Poly campus.

### **Cuesta Community College School District, Measure L Bond, San Luis Obispo, CA:**

A \$275 million bond program to address crucial facility needs, including a new instructional building on the San Luis Obispo campus, a new campus center, a new career training facility and new early childhood center at the Paso Robles campus. Work also includes the replacement of temporary classrooms, repairs and upgrades to roofs, heating and air conditioning units, aquatic center and other infrastructure and utilities technology upgrades. A selection of component projects include:

- ▶ **North County Campus Center:** A new 43,000 SF, two-story multi-function building housing a variety of student services. The structure includes offices for counseling, admissions, records and financial aid in addition to a cafeteria, a bookstore, a health center and student life and leadership.
- ▶ **1000 Complex Modernizations:** Renovation of physical education locker rooms, a swimming pool, gym, weight room and faculty offices. Work includes replacing roofing and heating and air conditioning units, ADA accessibility upgrades and site infrastructure improvements to electrical, gas, water and sewer utilities.
- ▶ **2000 Complex Modernizations:** Renovation of allied health and nursing, biology, physical science classrooms and a science forum classroom. Work consists of roofing and heating and air conditioning replacements, ADA accessibility upgrades and site infrastructure improvements to electrical, gas, water and sewer utilities.



# ROBERT DOWN



**Earth Systems**

[www.earthsystems.com](http://www.earthsystems.com)

## MANAGING PRINCIPAL, PRINCIPAL ENGINEER

Robert is the managing principal of Earth Systems' central coast division. He is responsible for executive management of Earth Systems' Central Coast offices, ensuring that high standards of technical accuracy and quality are consistently met. In his capacity as principal engineer, Down provides geotechnical engineering investigations and consultation during the design phase of projects, and oversight of materials testing/special inspection during construction. His areas of expertise include, consultation regarding materials testing and inspection issues, roadway and pavement rehabilitation and reconstruction, and geotechnical aspects of grading, deep foundation excavation/installation observation. He supervises the staff of field technicians and inspectors, and provides project management, technical oversight, and quality assurance with respect to testing of soils, asphalt concrete, concrete, shotcrete, masonry, steel and other construction materials.

### EDUCATION

BS, Civil Engineering,  
California Polytechnic State  
University, San Luis Obispo

### LICENSES + REGISTRATIONS

Registered Professional  
Engineer (Civil) #70206, CA

ICC Certified Special  
Inspector: Soils #5009637-EC

Certified Nuclear Gauge  
Operator

Hazardous Waste Operations  
and Emergency Response,  
40-Hour & 8-Hour refresher  
courses (OSHA 29 CFR  
1910.120 and Title 8, CCR 5192)

### AFFILIATIONS & MEMBERSHIPS

American Society of Civil  
Engineers

American Public Works  
Association

ASTM International

Central Coast International  
Code Council

Engineers Without Borders

## PROJECT EXPERIENCE

### **San Luis Obispo Regional Transit Authority, Bus Maintenance Facility,**

**San Luis Obispo, CA:** A new \$17.5 million (construction cost), 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. Earth Systems prepared a geotechnical engineering report for a new bus maintenance facility for the San Luis Obispo RTA. The site is located on Prado Road in San Luis Obispo, California. The project consists of a new 26,000 square-foot office, operations and maintenance building, a bus washing canopy structure, and associated improvements. Earth Systems also provided grading observation, materials testing, and special inspection service throughout construction.

### **Santa Barbara Metropolitan Transit Center (SBMTD), Bus Yard, Santa Barbara, CA:**

Earth Systems provided grading observation and materials testing for the project which is still ongoing. The project is generally to remove and replace a localized area of damaged pavement at the bus yard driveway entrance off North Salsipuedes Street. E.S. provided service in support of the project inspector and construction management team building, a bus washing canopy structure, and associated improvements.

**Lompoc Transit Operations Fleet Maintenance Facility, Lompoc, CA:** Earth Systems provided a geotechnical engineering report for this project, which is located on the northeast corner of Chestnut Avenue and "D" Street in the City of Lompoc. The proposed facility consisted of one-story buildings of wood and steel frame construction or prefabricated steel, with concrete slabs-on-grade. Retaining walls for site work and equipment pits were also planned as part of the project. Parking areas consisted of hot-mix asphalt (HMA) and PCC pavement over aggregate base. Issues addressed in the geotechnical report included settlement potential, expansive soils, excavation characteristics, soil stability, geotechnical corrosivity, erosion potential, and subsurface drainage.

**Grover Beach Train Station and Expansion, Grover Beach, CA:** Earth Systems conducted a geotechnical engineering investigations for the transit center and recent expansion of the train station in Grover Beach, California. The expansion involved the relocation of the facility entrance, 40 additional parking spaces, a steel canopy bus shelter, new bus loading/unloading areas, and retaining walls. Construction special inspection and grading observation were provided by Earth Systems including mitigation of soft soils and groundwater above the bottom of the grading zone.



## RANDY ROMINGER, LEED AP, ASSOC. DBIA

### PRINCIPAL-IN-CHARGE

Randy has over 38 years of experience in the construction industry involving the management of multi-million dollar projects for public and private sector clients. He has specialized in a variety of project types including corrections, education, civic/municipal and healthcare. Randy is an effective leader who believes trust, efficient conflict resolution, commitment, personal accountability and a goal-oriented approach are keys to a happy team and a successful project. He fosters an environment where team members are able to develop a high level of trust for their colleagues and have a "project-first" mentality, enabling teams to achieve project success.

#### EDUCATION

BS, Construction Management, Colorado State University

#### LICENSES + REGISTRATIONS

General Building Contractor B License #C816632, CA

LEED Accredited Professional

Associate Design-Build Professional

- ▶ **San Luis Obispo Regional Transit Authority, Bus Maintenance Facility, San Luis Obispo, CA**
- ▶ **Selma Unified School District, Maintenance, Operations and Transportation Warehouse - Measure A, Selma, CA**
- ▶ **Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA**



## HEATHER BROWN, PE, CPMP, LEED AP

### ENGINEERING & ARCHITECTURAL SERVICES DIRECTOR

Heather brings more than 27 years of experience in the construction industry, where she has worked on a wide variety of public, higher education and commercial facilities. Her experience includes project management, mechanical and plumbing design, assessing and renovating both HVAC and plumbing systems, preparing calculations and AutoCAD drawings. Heather is responsible for the management of engineers and architects working with code, access compliance, design and constructability reviews, life cycle studies, value engineering sessions, energy studies, specifications development, needs assessments, master planning studies, facility assessments and construction inspections.

#### EDUCATION

MBA, Finance, California State University, Sacramento

BS, Mechanical Engineering, University of Portland, Oregon

#### LICENSES + REGISTRATIONS

Mechanical Engineer #M31667, CA

LEED Accredited Professional

Commissioning Process Management Professional

- ▶ **Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA**
- ▶ **Selma Unified School District, Maintenance, Operations and Transportation Warehouse - Measure A, Selma, CA**
- ▶ **Santa Barbara County, Northern Branch Jail, Santa Barbara, CA**



## SEAN GREENWALD, CFM

### FACILITIES MANAGEMENT DIRECTOR

With over 27 years of experience, Sean has a natural ability to communicate and relate with people, while providing valuable technical knowledge to clients. He is skilled at building maintenance and repair, deferred maintenance, scheduled maintenance, facility inspections and managing staff providing those services. Passionate about facilities management, he believes it touches all phases of stewardship of operating a facility in order to achieve the purpose or mission of the business. His experience includes essential services, civic/municipal, commercial, healthcare and higher education facilities.

#### LICENSES + REGISTRATIONS

OSHA 10-Hour

Certified Facility Manager

#### TRAINING

EPA RRP Lead Hazard

AHERA Asbestos Inspector/  
Management Planner

AHERA Asbestos Contractor/  
Supervisor

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ Arizona Public Service Company, Corporate Headquarters Tenant Improvement Operations and Maintenance Service, Phoenix, AZ
- ▶ California State University, Chico, Manager of Building & Mechanical Trades, Chico, CA



## MATT CHAPPELL, EIT, CEP

### ESTIMATING MANAGER

Matt has more than 26 years of experience in private and public construction and design. His experience includes project management, agency/contractor coordination, scheduling and project budgets, utility construction and estimating on multiple municipal and education projects. As a Certified Estimating Professional (CEP) by the Association for the Advancement of Cost Engineering (AACE), Matt exemplifies the well-rounded construction estimating professional.

#### EDUCATION

BS, Civil Engineering,  
University of Nebraska

#### LICENSES + REGISTRATIONS

Engineer-In-Training #EI-7956,  
NE

#### TRAINING

Certified Estimating  
Professional, #130-10

- ▶ Butte County Association of Governments, Butte Regional Transit Operations Center, Chico, CA
- ▶ Tempe East Valley Bus Operation & Maintenance Facility, Tempe, AZ
- ▶ County of San Luis Obispo, Probation Department Building, San Luis Obispo, CA





## RICK STASSI

### SCHEDULING MANAGER

Rick has over 45 years of technical and analytical industry scheduling experience, with a diverse career in the engineering and project management fields. His experience encompasses project controls, engineering support, customer service and information technology support as well as scheduling, with excellent interpersonal and team building skills. Rick is familiar with a wide range of systems and software including Procore, MS Project, Power BI, Primavera, Prolog and AutoCAD. His experience includes high volume projects across several industries including water/wastewater, aviation, civic/municipal, commercial and transportation.

#### EDUCATION

Coursework, Engineering,  
Sacramento City College

- ▶ **Sacramento Regional Transit District, Regional Transit South Line, Sacramento, CA**
- ▶ **Atascadero Unified School District, Measure i-10 & B-14 Bond Program, Atascadero, CA**
- ▶ **San Luis Obispo County Community College District, Measure L Bond Program, San Luis Obispo, CA**



## JASON VILLANUEVA

### PROJECT ANALYTICS & CONTROLS

With more than 12 years of industry experience, Jason is a dynamic leader with strong project planning, tracking, forecasting, cost engineering, program management, organizational development, business development and business intelligence capabilities. He manages staff and project delegation with solid organizational, analytic and problem-solving skills. Jason's skills include expertise in MS Office applications, Primavera, and Sharepoint, among other software.

#### EDUCATION

MBA, Business Administration,  
Colorado Technical University

BA, Business Administration,  
Colorado Technical University

#### TRAINING

Sales Training, Sandler, 2015

- ▶ **West Valley-Mission Community College District, Learning Resource Center Renovation, Saratoga, CA**
- ▶ **City College of San Francisco, Program Management Services, San Francisco, CA**
- ▶ **City of South San Francisco, Measure W - Community Civic Campus, South San Francisco, CA**

# Subcontractors



**Earth Systems**

[www.earthsystems.com](http://www.earthsystems.com)

Earth Systems will be offering construction materials testing and inspection services for Santa Barbara Metropolitan Transit District. For projects under construction, prompt and dependable materials testing and inspection services are a key part to smooth progress. Thus, Earth Systems employs a large, full-time staff of qualified geoprofessional inspectors and geotechnical engineering technicians who are ready and available to respond to special inspection or materials testing requests. They will ensure everything is up to code and meets the highest standards so a project can move forward successfully. Below addresses Earth Systems Firm Experience and Expertise. Please refer to previous pages for resumes.

## Firm Experience & Expertise



Kitchell has partnered with Earth Systems on several projects including the below!



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, BUS MAINTENANCE FACILITY, SAN LUIS OBISPO, CA:** Earth Systems provided Special Testing & Inspection services for a new \$17.5 million (construction cost), 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking.

Key Personnel Involved:	Tully Wyatt, Troy Hart, Sarah Maloney, Earth Systems
Budget Performance: (Original & Actual Costs)	\$16.8M (Original); \$17.4M (Actual)
Schedule Performance: (Estimated Completion Date & Actual Completion Date)	February 2022 (Estimated & Final Completion Date)



**ATASCADERO UNIFIED SCHOOL DISTRICT, ATASCADERO MIDDLE SCHOOL NEW CONSTRUCTION AND RECONSTRUCTION, ATASCADERO, CA:** Earth Systems provided Special Testing & Inspection services for a \$31.1 million project providing modernization to existing facilities and construction of a new 49,442 SF, two-story building housing science and standard classrooms, administrative offices and a technology/library center. Modernization scope included new roofing, doors, interior ceiling, floor and wall finishes, as well as track and field renovations and upgrades, parking and restroom renovations and underground utility replacement, landscape and hardscape revisions, fire, life safety and accessibility upgrades.

Key Personnel Involved:	N/A
Budget Performance: (Original & Actual Costs)	\$31.8M (Original); \$31.1M (Actual)
Schedule Performance: (Estimated Completion Date & Actual Completion Date)	June 2017 (Estimated Completion Date); December 2017 (Actual Completion Date)



Individual Experience and Expertise for Subcontractors from Earth Systems can be found on [page 19](#).

# Work Plan



Description of the process for responding to Task Orders. Specify who will perform each activity. Outline sequentially the activities (such as contract administration, coordination, oversight, etc.) that would be undertaken in completing a Task Order. Include a workflow chart detailing the process. The Scope of Work describes MTD's potential projects and the CM responsibilities.

Kitchell has managed over 60 On Call contracts for California public entities, and through our On Call experience, we have mastered the Task Order initiation and implementation processes. Our process is described as follows and illustrated in the below workflow diagram.

## TASK ORDER INITIATION



# TASK ORDER IMPLEMENTATION



Shane assigns implementation of the Task Order to the assigned Project Team, which often consists of a Project Manager, Project Engineer(s), Project Administrator(s), and specialists (such as testing and inspection personnel, estimators and schedulers) scaled depending on the Task Order scope.



The assigned PM evaluates the Task Order scope and develops project management reference documents to facilitate efficient delivery of services. These documents often include a responsibility matrix, deliverables checklist, master schedule, cost control report, quality assurance (QA) plan, and risk assessment. For multi-person CM teams, the responsibility matrix includes both external (among the entire project team) and internal (among the Kitchell team) responsibilities to bring clarity to assignments.



Shane attends progress meetings at least monthly (more often as the needs dictate) and conducts an onsite quality assurance assessment with the PM. The PM develops and implements a QA mitigation plan for the identified QA deficiencies.



The Accounting Team prepares a draft invoice during the first week of each month for the previous month's services. T&M not-to-exceed billings are measured to labor cutoff dates, which are the last Sunday of each month. The Accounting Team submits the draft invoice to the PM for review. Upon the PM's acceptance, The Accounting Team submits the invoice to MTD for payment.



Shane conducts project health assessments with the assigned PM on a quarterly basis. The project health assessment includes a risk assessment, review of the deliverables checklist, review of the project schedule, review of the cost control plan and review of the QA plan. The PM develops and implements a mitigation plan following each quarterly health assessment.



As project closeout approaches, the PM develops and implements a closeout checklist, which identifies the Contractor's and A/E's closeout deliverables. Upon Final Completion, Shane assesses completion of the project and reviews the closeout checklist with the assigned PM. The PM resolves any remaining items.

Description of the most common challenges/issues in performing CM services and your firm's approach to addressing/resolving them. How can such challenges/issues be mitigated or eliminated during the planning phase of a project?

## CHALLENGES & SOLUTIONS

The technical complexities, contractual dynamics, and human element involved in virtually all public construction projects creates an environment for project challenges to occur. Our project/construction management approach is designed to mitigate both common and project specific challenges. We identified the most common challenges with our approach and planning phase mitigation measures as follows:



**DESIGN PHASE DELAYS** are often the result of untimely decisions and/or architect-engineer (A/E) design production issues. We will work with MTD to clarify A/E design deliverables, meet schedule milestones, and facilitate timely decision making. Planning phase mitigation measures include maintaining a decision log to capture important design decisions, developing and maintaining a detailed master schedule to manage schedule expectations, and conducting regular design progress meetings to monitor design progress and resolve questions.







**CONSTRUCTION PHASE DELAYS** typically manifest from a variety of reasons some of which include overly ambitious construction milestones, supply-chain breakdowns, untimely Request for Information (RFI) questions/answers, and contractor workforce deficiencies. Our construction phase schedule control approach includes detailed baseline construction schedule review/acceptance using our in-house schedulers, comprehensive monthly contractor schedule update reviews, earned value analysis to detect delay risk early, and facilitating timely RFI questions and responses. Planning phase mitigation measures include working with MTD to determine achievable construction milestones, considering early procurement milestones for long lead materials, and including contractor scheduling provisions in the Division 0/1 specification that afford MTD more schedule enforcement control.



**PROJECT BIDS OVER BUDGET** when unpredictable or volatile market factors prevail, and when estimates do not accurately reflect the design scope. Our in-house estimators perform detailed quantity take-off estimates with a high level of accuracy within .16% of mean bid results. Planning phase mitigation measures include an unbiased professional opinion of probable construction costs conducted by our professional estimators at the major design milestones with reconciliation to the A/E's estimates.



**EXCESSIVE CONSTRUCTION CHANGE ORDERS** are often the result of errors and ambiguities in the design documents as well as deficient change order control mechanisms during construction. We take a firm but fair approach to managing construction changes and treat change order

negotiations as if we're spending our own money, because it's our fiduciary duties and as local taxpayers we effectively are spending our own money. Planning phase mitigation measures include conducting constructability reviews by our Project Management and in-house Engineering and Architectural Services group at major design milestones. These constructability reviews help reduce potential change orders in the design documents. In addition, we offer proven contractor change order control from our standard Division 0/1 specification that would provide MTD more cost containment provisions in the change process.



**UNFORESEEN/HIDDEN CONDITIONS** are characteristic of projects involving underground improvements and heavy renovation scope. Our approach to mitigating these risks during the planning phase is to perform onsite verification of design elements during constructability reviews, recommend existing utilities and other underground elements be located during the design phase, and recommend an unobtrusive level of destructive testing to verify hidden conditions during the design phase.



**DEFICIENT CONSTRUCTION QUALITY** is typically a reflection of lacking quality control (QC) measures on the contractor's part and insufficient quality assurance (QA) processes to ensure the contractor's implementation of its QC plan. We implement a comprehensive quality assurance plan in conjunction with the inspection team on the project to produce a coordinated QA effort and ensure the contractor adheres to their contractual QC obligations. Planning phase mitigation measures include establishing concise quality metrics and processes in the specification for the contractor's implementation.

Identify methods that will be used to ensure quality control, as well as strategies for budget and schedule management of projects.

## HOW KITCHELL CONSISTENTLY DELIVERS

Quality, schedule, and budget performance are the primary measures of project success. Our approach is focused on successful achievement of defined quality, schedule, and budget goals in a highly collaborative and communicative environment. Methods we employ to consistently deliver successful results follow in the succeeding paragraphs.



## Quality Assurance/Quality Control

Kitchell has a standard Quality Assurance (QA) program, which will serve as a vital tool in developing a project-specific QA plan and facilitating the contractor's implementation of their Quality Control (QC) plan. We will take a proactive approach to quality assurance to see that MTD receives the best project quality for its investment. Primary aspects of Kitchell's QA program include:

- ▶ Conducting design and constructability reviews to improve buildability and help eliminate potential change orders.
- ▶ Establishing clear QA/QC processes and procedures including inspections, materials testing & special inspections; as well as delivered materials verification against approved submittals.
- ▶ Participating in pre-installation meetings prior to each construction operation to ensure proper installations and applications without costly rework. This is explained further below.
- ▶ Requiring mock-ups of important design components and finishes to ensure that the specified quality expectations will be met.

We will take a proactive approach to ensure that construction project quality is first rate. Our team will conduct pre-installation meetings preceding each significant new phase of the project to review scope coordination, system installations and sequencing of the upcoming work. Pre-installation meetings are typically held prior to the start of site work, foundations and slabs, structural framing, wall framing, roofing, interior finishes, MEP, equipment start-up and other installations as determined by the requirements of the project. Through these meetings, every team member will be given the opportunity to review the expectations of quality and discuss possible solutions to problems prior to implementation. This process will ensure proper installations and applications without costly rework. Our reviews during the design phase will focus on the identification of QC requirements in the specifications.



*Kitchell will work closely  
with Earth Systems Testing  
and Inspection team.*



**Earth Systems**  
www.earthsystems.com

We have included the services of **Earth Systems** to perform Testing and Inspection on our team. We will establish a procedure for materials testing and special inspections and will coordinate and manage Earth System's activities.

Through implementation of our QA program, we will notify the contractor of observed deficiencies and follow through to ensure corrections are made in a timely manner. Informal ongoing punchlists will be generated to correct deficiencies as the project proceeds instead of waiting until the conclusion of the project.

## Budget Management

One of our initial efforts will be to work with MTD to understand/refine the budget, including identification of all cost components with reasonable budget assumptions to use until actual costs are established. A cost control system will be established to track all costs associated with the project against the established budget. As the project progresses, projected costs will be entered into the model, providing a real time assessment as to the status against budget.

We often perform detailed estimates and reconcile to the architect's estimates, which provides an unbiased professional opinion of probable construction costs. Construction costs along with project soft costs are updated to reflect the latest information and tracked continuously against the established budget. We provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies. If it appears that the project construction budget will not be met, we offer alternatives and solutions to bring costs back in line.

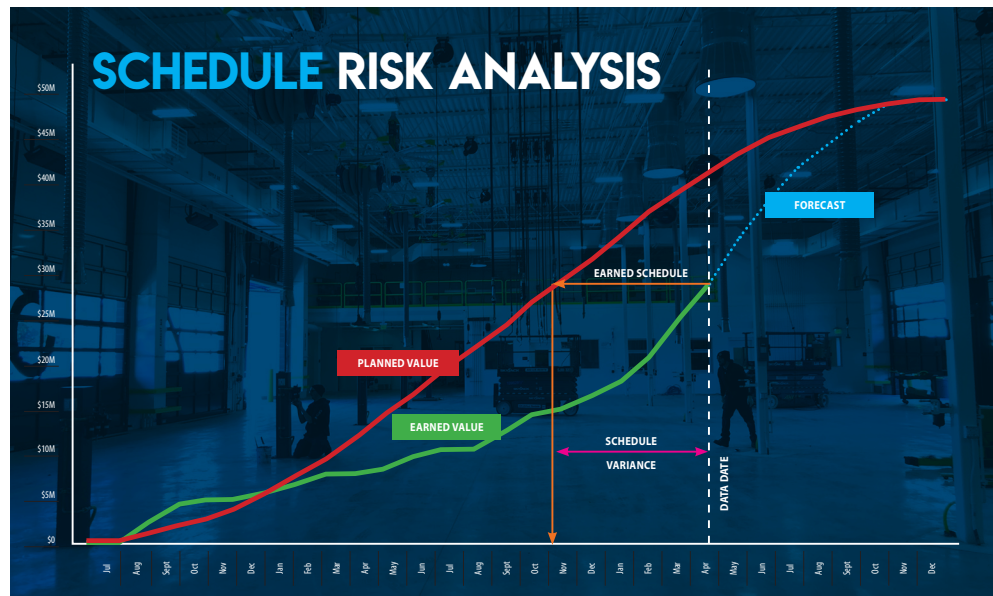
# Schedule Management

It is imperative the projects be completed on time, and we will implement Kitchell's proven schedule management and delay mitigation processes to ensure timely project delivery. Kitchell's project professionals are well versed in the process of detailed project scheduling. Our proposed project team understands the cost of lost time on the construction schedule and the importance of monitoring the construction schedule and mitigating project delays.

The contractor will be required to submit a detailed CPM schedule at the start of the project. This schedule will be reviewed in detail for conformance with established milestones and other contract requirements and restrictions. Following the contractor's incorporation of our comments, we will recommend acceptance of the schedule.

The contractor's schedule will become the baseline upon which we measure progress, and subsequent updates will form history of how the project was built. Careful monitoring and regular monthly reporting of activities against this schedule will provide early information about overall progress against the baseline. We will follow up on potential delay issues that could affect the contractor's activities through active communication with MTD staff and the A/E. We will continually review and monitor progress of the contractor's work against the scheduled milestones and will work proactively to take all necessary actions to prevent, minimize or recover from delays. Should the schedule show a delay, the contractor will be required to provide a recovery schedule to demonstrate how they will get back on schedule.

Our monthly schedule review process includes an earned value analysis measured against the contractor's planned cashflow. This analysis is an accurate measure of schedule delay risk and enables early delay detection and mitigation.



We will use the weekly on-site project construction meetings as a forum to discuss the status of the schedule with the contractor. We will continuously drive the schedule and enforce the provisions of the contract agreements regarding scheduled progress.

Describe, in detail, your approach to change order management. Discuss methods for documentation, evaluation and communication. Include techniques employed for evaluating and addressing potential change orders initiated by the contractor arising from claims of insufficient or contradictory information in the construction documents.

## CHANGE ORDER MANAGEMENT

Our primary focus in mitigating the potential of construction change orders is through prevention. This begins with thoroughly reviewing design documents through detailed design and constructability reviews to eliminate most change orders before they happen. When change orders do occur, mitigating or reducing the impact is important. Our team will maintain emphasis on critical issues and their timely resolution. Prompt resolution of contractor RFIs and other field issues is a key component towards mitigating change orders or reducing their overall cost and schedule impact to the project.

Our change order mitigation process will include a thorough evaluation of each change order request against the contract documents for validity. Valid change order requests will be systematically reviewed for onerous or excessive cost items.

Kitchell, in conjunction with MTD, will manage specific procedures for processing change orders. The process will ensure that MTD is immediately informed of the proposed changes and the impact on cost and time when the issue arises. The total cumulative amount of change orders will be closely monitored and project progress and change orders will receive careful analysis to provide MTD with the total financial exposure.

Explain the approach to resolving project disputes involving the contractor, MTD's contracted architectural and engineering firm, or MTD over design intent, unforeseen changes, schedule delays, and other issues. Provide a specific example resolution from a past project.

## RESOLVING PROJECT DISPUTES

Project success and MTD's satisfaction with our services will depend on a spirit of partnership among the project team. We understand the significance of this ingredient and invest our time and energy in discovering the mutual value in achieving common goals. **Our commitment to this effort will foster good communication and promote positive relationships with MTD staff, design professionals, contractors, inspectors, and other stakeholders who will ultimately benefit the project.** We have found that unresolved disputes diminish in an environment of partnership.

We recommend implementation of a dispute resolution ladder to enable issues to be escalated from the field to progressive levels of the project hierarchy enabling issues to be resolved without becoming stymied in conflict and indecision.

In the event parties disagree over design intent, unforeseen changes, utility conflicts, schedule delays and other issues, and agreement isn't reached through dialogue, Kitchell will implement a dispute resolution process involving an objective analysis of merit and entitlement. Kitchell will meet with MTD to recommend a solution then attempt settlement with the involved parties. If settlement negotiations are unsuccessful, Kitchell will recommend the matter be resolved through a formal dispute resolution process outlined in applicable contracts.

Project disputes are a common occurrence on large construction projects. While some disputes are minor and can typically be resolved amongst the direct project team members on site, others can be quite convoluted and require significant time, resources, and even elevation to decision makers above the immediate project team to resolve. The most important element to resolving a significant project dispute is speed. The longer a dispute is allowed to linger, the more resources each of the parties involved put towards it, magnifying their perception of its importance. Delay can also negatively impact the project progress/schedule. The quicker resolution can be achieved allows for all parties to move forward for the benefit of the project.





Typically, major project disputes are not solely assignable to one party (as much as each party involved would like to assert), rather a combination of factors and responsibility is usually at play. As a CM, our fiduciary responsibility is to our client – but that does not mean blindly shielding them from responsibility in issue resolution. Rather, it means researching all aspects of the issue and speaking objectively and factually about the situation to ensure the client can make the most informed decisions possible regarding the dispute at hand. Kitchell's approach is one of collaboration between all parties. We will tackle an independent review of the dispute based on the contract documents first. This often involves working with MTD, designers, and contractor to fully understand the nuances of the issue.

Once we have reviewed the documents in detail, we typically gather all parties to discuss options in an open, collaborative way. Understanding each party's perspective helps to identify areas of compromise and creates a path toward an agreeable solution. Working through these steps with diligence and speed is the key. Resolving disputes in a timely fashion not only benefits the project, but also creates an atmosphere of trust between the parties so the focus can remain on the welfare of the project.

## CHALLENGE & Solution

On our recently completed RTA Bus Maintenance Facility project, we tackled a complicated issue regarding EV Charging equipment. On the surface, the project specifications appeared to be in order, and the contractor appeared to be at fault for accepting a bid from a subcontractor that was not in compliance. The project team set up a series of two resolution meetings. The first was to review all of the details of the issue and allow all parties an opportunity to have the floor. The second was to reach resolution based on the discussions from the first meeting. After researching the issue and holding the initial resolution meetings between the design team, contractor, Owner and CM it was discovered the issue was not cut and dry. The specified manufacturer could not meet certain requirements in the specifications, which meant no subcontractor could accurately bid the work. Based on the revised scope, the increased costs, and Federal Buy America requirements, the project team crafted a unique solution that allowed the specified manufacturer to move forward with supplying the equipment for the project. It required collaboration and compromise from all sides – the owner covered additional bid costs, the supplier and manufacturer agreed to provide some chargers at no cost, and the design team agreed to revise the specifications to meet the capabilities of the manufacturer's equipment. This approach worked well as it allowed everyone to hear and explore the various positions during the first meeting, take time to consider all of the issues presented, and reach an agreeable resolution in the second meeting. By focusing on a plan designed around a timeline to resolve the dispute, it brought everyone to the table quickly with the purpose of resolving the issue in the best interests of the project and not individual project members.



San Luis Obispo Regional Transit Authority,  
Bus Maintenance Facility

### Key Personnel on SLO RTA:



Tully Wyatt,  
Sr. Project Manager



Troy Hart,  
Project Manager



Sarah Maloney,  
Sr. Project Engineer

Identify specific policies and procedures that your firm will implement to ensure a safe and complaint worksite for contractors, vendors, visitors and MTD personnel.

## SAFETY IS ONE OF OUR CORE VALUES

Kitchell is recognized in the maintenance and construction industries for our excellent safety record, we continue to lead by example in this area. Safety is part of the Kitchell culture. Our approach to safety and security on the job site provides a world-class safety program that protects clients and our employees.

Kitchell understands the importance of maintaining a safe work environment to generate better moral, productivity and eliminate lost time due to accidents. Our construction operations enjoy one of the industry's lowest workers compensation modification rates, reflecting our own excellent safety record. We will work with MTD to establish and implement safety protocols both internal to our construction management personnel and external to the contractor's construction operations.

We will ensure the contractor develops and implements a site-specific safety plan in accordance with California Division of Occupational Safety and Health (Cal/OSHA) regulations.

Areas of construction activity must be secured at all times to minimize loss of materials and tools, disruption to the work and exposure to hazardous activities by students, faculty, staff and visitors both during and after working hours- all while maintaining normal operations.

Our onsite project management personnel are trained Cal/OSHA safety rules and are equipped to recognize project safety hazards and recommend corrective actions.

**Kitchell has the availability to provide MTD quality construction management services. Our staff is comprised of committed professionals whose goal is to do whatever it takes to get a project done efficiently and correctly. When workloads increase, our response is to devote the time necessary to satisfy the need and provide additional resources as required. Our staff's commitment, coupled with our depth of available resources, enables us to assure Santa Barbara MTD we are available to handle any unexpected increases in workload. Our philosophy is to be ahead of the curve when it comes to meeting a project's staffing requirements; thus enabling us to respond to a project's varied or unexpected requirements.**





# Work Samples

## San Luis Obispo Regional Transit Authority, Bus Maintenance Facility | SAN LUIS OBISPO, CA

Kitchell provided Construction Management Services for the San Luis Obispo Transit Authority for their new Bus Maintenance Facility and Bus Wash Facility. The project consists of two buildings—a 29,500 SF Main Administration Building which includes 3,000 SF of mezzanine space, office space and related public transit operations area and a 21,400 SF vehicle maintenance area. The total developed site area will be 4.14 acres consisting of fleet and employee parking, landscaping, stormwater retention, driveways, etc. The project will also include construction of the RTA's portion of a realigned Elks Lane roadway, and accompanying stormwater and other improvements. The project budget is estimated at \$25 million.



**Challenge:** The contractor accepted a bid from a subcontractor that was not in compliance to supply EV Charging equipment.



**Solution:** Kitchell's project team set up a series of two resolution meetings. After researching the issue and holding the meeting between the design team, contractor, Owner and CM it was discovered the issue was not cut and dry. The specified manufacturer could not meet certain requirements, resulting in no subcontractor able to accurately bid work. Based on a revised scope of work, the project team crafted a solution in order for the specified manufacturer to supply the equipment for the project. The owner covered additional costs, and the supplier and manufacturer agreed to provide EV Charging equipment at no cost.



## Butte County Association of Governments, Butte Regional Transit Operations Center | CHICO, CA

Kitchell provided full project/construction management services from the planning and design through completion. Our services included value engineering, estimating, design review, bidding, schedule review and monitoring, cost control and on-site monitoring of construction activities. Our team also provided project closeout and facility management services for the building. The \$38 million project replaced their current outdated

Maintenance and Operations facilities with a new Bus Maintenance Building, Operations Building and an Administrative Office Facility along with a number of other associated on-site and off-site improvements.



**Challenge #1:** Leak Testing Exterior Assemblies. The contractor's scheduling difficulties presented daunting challenges in coordinating with a third party to conduct testing.



**Solution #1:** The project stakeholders agreed that having Kitchell team perform these tests was a service and convenience to the project. The Kitchell team performed AAMA 501.2 hose stream testing of exterior Insulated Metal Wall Panel and window systems, identifying two conditions with problems. The problems were corrected, retested and verified to have been satisfactorily completed at all other occurrences.



**Challenge #2:** An entry drive road section length on the project, very close to the underground fuel tank excavation and across the bus fueling building, was prepared for paving by being lime-treated and having the curb placed along the edge. The Kitchell team discovered a potential problem with unsuitable material after noticing a four-foot-thick section of unconfined pea gravel from the tank back fill that extended under the southbound lane for 100 feet.



**Solution #2:** Kitchell coordinated with the contractor and design team to have the unsuitable material removed and replaced with compacted Class II AB road base, avoiding a compromised pavement situation.

## Selma USD, Maintenance, Operations and Transportation Warehouse - Measure A | SELMA, CA

Kitchell provided lease-leaseback contracting services, including bid preparation, solicitation and establishment of the guaranteed maximum price, document control, expedited contractor submittals and RFIs, tracked change orders, field inspection and testing coordination, contractor labor compliance and project closeout. A new \$6.9 million maintenance, operations and transportation warehouse for District use with over 18,000 SF of a metal warehouse facility featuring a 6,225 SF storage area and loading dock, a walk-in modular freezer, 3,358 SF office space and a 8,289 SF transportation maintenance area that includes two vehicle lifts and two service pits.



"Due in large part to the management expertise and commitment of Kitchell and its staff, projects were completed on schedule and on budget. Using an active and cooperative management approach, Kitchell has facilitated informed decision-making at all levels of the projects from start to finish."

-Larry Teixeira, Assistant Superintendent

TRANSIT  
CENTER

DOWNTOWN  
SANTA  
BARBARA



1540 Marsh Street, Suite 150  
San Luis Obispo, CA 93401  
[www.kitchell.com](http://www.kitchell.com)



***SANTA BARBARA METROPOLITAN TRANSIT DISTRICT***

**Request for Qualifications (RFQ) for On-Call Construction Management (CM) Services**

***NONCOLLUSION DECLARATION***

The undersigned declares:

I am the President of Kitchell/CEM, Inc.,  
(title) (business name of bidder)

the party making the included bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 13, 2022, at Sacramento, California.  
(date) (city) (state)

  
Authorized Official Signature

Wendy Cohen, President  
Authorized Official Name (printed)

***COMPENSATION CERTIFICATION***

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

  
Authorized Official Signature

July 13, 2022  
Date of Signature

Wendy Cohen  
Authorized Official Name

President  
Authorized Official Title



***SANTA BARBARA METROPOLITAN TRANSIT DISTRICT***

**Request for Qualifications (RFQ) for On-Call Construction Management (CM) Services**  
***LOBBYING CERTIFICATION***

The undersigned Contractor certifies that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

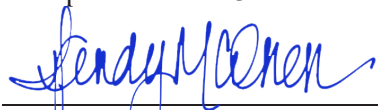
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Kitchell/CEM, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Authorized Official Signature

July 13, 2022

Date of Signature

Wendy Cohen

Authorized Official Name

President

Authorized Official Title

Kitchell/CEM, Inc.

Business Name of Bidder

(Signer must match authorized official shown on Bidder Information Form)





# Revised Fee Schedule



## Compensation for Services

Kitchell's philosophy for determining our compensation for services is driven by matching value to cost. In other words, we strive to provide the most appropriate complement of services and delivery methods to meet your objectives. Our primary goal is to align our understanding of the project success factors with your expectations.

Our approach can be best described as "bottom-up-planning," where we define the tasks to be performed, produce a detailed scope of services, identify staff that will implement the tasks, calculate the staff time requirement for each task and determine the resulting compensation. We believe this method provides you with the most cost-effective fee for the services provided.

Typically, we prefer to be compensated on a lump sum fixed fee basis derived by using the approach just described. This arrangement eliminates the perception that the construction manager would benefit financially from construction cost overruns and change orders. We do not make it a practice to request changes to our contract for minor scope changes, or for major scope changes which can be managed within our established staffing plan and schedule.

Billing amounts are determined using the method most appropriate to match the cost of carrying out our services. We are accustomed to billing using various compensation methods, which include: a fixed billing schedule, percentage of project/contract completion, and predetermined hourly rates, among other methods. Kitchell has worked under many different compensation methods and is flexible in meeting your preferences.

## Reimbursable Expenses

Reimbursable expenses are those customary and reasonable costs associated with carrying out our Construction Management services and includes subconsultant invoices, preauthorized travel, printing, postage, temporary jobsite office facilities and related office equipment. We will charge only for expenses preapproved by MTD at actual costs plus 10% to cover invoice processing and insurance.

## Added Insurance Costs

Kitchell's insurance deductibles are higher than stated in Paragraph 18. Meeting these deductibles may result in higher insurance premiums, which would result in higher fees. Kitchell's deductibles are industry standard and recommends the deductibles in Paragraph 18 be increased.

## Hourly Rates

The following hourly rate schedule is effective for 12-months from the authorization date of the Master Agreement and is subject to annual increase thereafter based upon Consumer Price Index for subsequent years in accordance with Paragraph 5 of the Master Agreement. These rates are fully burdened with employee benefits, statutory requirements, overhead and profit.



**Earth Systems**  
www.earthsystems.com

Position	Hourly Rates	Revised Hourly Rate
Principal In Charge / Regional Executive	\$236	
Project Director / Program Manager	<del>\$226</del>	<del>\$209</del>
EAS Manager	<del>\$215</del>	<del>\$195</del>
Estimating Manager	<del>\$215</del>	<del>\$195</del>
Senior Estimator	<del>\$205</del>	<del>\$185</del>
Estimator	\$147	
Sr. Project Manager	<del>\$205</del>	<del>\$192</del>
Project Manager II / Construction Manager	<del>\$189</del>	<del>\$180</del>
Project Manager	\$168	
Sr. Project Engineer	\$131	
Project Engineer	\$115	
Field Engineer	\$121	
Field Office Manager / Clerical	<del>\$95</del>	<del>\$90</del>
Scheduler	\$168	
Exec. Director of Business Analytics & Controls	\$236	
Project Controls Manager	\$175	
Business Analyst	\$131	
Project Controls Analyst	\$126	
Data Analyst	\$110	
Architectural Manager	\$205	
Commissioning Manger	\$189	
Project Designer	\$105	
EAS Project Manager	\$189	
Sr. Electrical Engineer	\$194	
Electrical Engineer	\$189	
Sr. Mechanical Engineer	\$173	
Mechanical Engineer	\$158	
Sr. Architect	\$184	
Architect	\$173	
CAD technician	\$105	

Position	Hourly Rates
Principal Professional	\$220
Associate Professional	\$205
Senior Professional	\$195
Project Professional	\$170
Staff Professional	\$145
Special Inspector, Prevailing Wage*	\$140
Technical, Prevailing Wage*	\$135
Special Services/Caltrans Technician	\$135
Technical Assistant	\$125
Special Services Technician	\$130
Special Inspector	\$105
Technician	\$100
Clerical Administrative	\$85

\* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.



## Basis of Charges, General

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is canceled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.75/mile (portal-to-portal).
6. Nuclear density gauge charge: \$10.00/test.
7. Weekly special inspection report charged at staff engineer hourly rate.
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through December 31, 2022.

## Prevailing Wage Projects

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$85.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.

## Basis of Charges

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

## Soils

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

## Soils Continued

Atterberg Limits: Liquid Limit or Plastic Limit	\$115
Atterberg Limits: Plasticity Index	\$230
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density	\$575
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density	\$945
Consolidation, One Dimensional	\$205
Consolidation, Timed, Per Point	\$100
Corrosivity Tests	Per Quote
Direct Shear, Per Point, 3 Points Minimum	\$105
Expansion Index Test	\$195
Maximum Density and Optimum Moisture: 4" Mold	\$270
Maximum Density and Optimum Moisture: 6" Mold	\$315
Maximum Density and Optimum Moisture: California Impact	\$305
Moisture and Unit Weight Determination, from Ring Samples	\$45
Moisture Only	\$10
Permeability Tests, Constant Head or Falling Head	Per Quote
R-Value	\$300
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives	\$375
Hydro Collapse Potential	\$165
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash	\$240
Sieve Analysis, Aggregate Base/Subbase	\$155
Sieve Analysis 200 Wash Only	\$100
Sieve Analysis with Wash	\$135
Sieve Analysis, Oversize Material	\$215
Specific Gravity	\$145
Swell Test, Undisturbed	\$205
Swell Test, Remolded	\$230
Unconfined Compressive Strength, Untreated	\$105
Unconfined Compressive Strength, Lime or Cement Treated Material	\$490

## Thermal Resistivity Tests

Concrete, 1 Point with Moisture Content (Requires Special Collection Process)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, Per Moisture Point, Per Sample	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample	Per Quote

## Concrete Aggregate

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate)	\$300
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	\$560
Absorption, Coarse Aggregate	\$85
Absorption, Fine Aggregate	\$125
Clay Lumps and Friable Particles in Aggregate	\$125
Cleanness Value of Coarse Aggregate	\$175
Crushed Particles, Each Size	\$125
Durability Index, Coarse or Fine Aggregate	\$175
Flat and Elongated Particles in Aggregate	\$125
Organic Impurities in Fine Aggregate	\$95
Potential Reactivity of Aggregate by Chemical Method, Each Size	Per Quote
Sand Equivalent	\$170
Sieve Analysis, Washed	\$190
Soundness, Sodium Sulfate, 5 Cycles	\$350
Specific Gravity, Coarse Aggregate	\$120
Specific Gravity, Fine Aggregate	\$150
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity	\$235
Unit Weight of Aggregate	\$95

## Concrete Cylinder, Beams and Cores

Compression Test/Storage of Cast Cylinders (4x8)	\$40
Compression Test/Storage of Cast Cylinders (6x12)	\$70
Compression Test of Cored Samples, Cored at Laboratory	\$120
Compression Test of Cores Delivered by Others	\$100
Compression Test of Lightweight Concrete	\$40
Density of Concrete Cylinders	\$80
Density of Hardened Concrete	\$105
Flexural Strength, Simple Beam with Third Point Loading	\$180
Grading of Shotcrete Cores	\$190
Sample Storage, Monthly Per Sample	\$45
Shrinkage, Set of 3	\$400
Unit Weight of Lightweight Concrete	\$130
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam	\$65

## Masonry

Absorption of Block, Set of 3	\$165
Compression Test, 2" x 4" Mortar Cylinders	\$40
Compression Test, 3" x 3" x 6" Grout Samples	\$45
Compression Test on Block, Set of 3	\$165
Compression Test on Grouted Prisms, Includes Cutting	\$160
Compression Test on Masonry Cores	\$67
Coring of Grouted Masonry by Subcontractor	Cost + 20%
Masonry Shrinkage, Set of 3	\$245
Moisture Content of Block as Received, Set of 3	\$85
Shear Test on Masonry Cores, 2 faces	\$110
Specific Gravity and Unit Weight of Block, Set of 3	\$100

## Fireproofing

Fireproof Bond Test	Per Quote
Fireproofing Density Test	\$80

## Asphalt Concrete

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$80
Compaction of Lab Samples, CA Kneading Compactor, Set of 3	\$240
Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$400
Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side)	\$245
Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side)	\$260
Extraction of Oil from A.C. Mixtures	Per Quote
Extraction of Oil from Rubberized Mixtures	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt	\$495
Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt	\$890
Ignition Oven Binder Content, After Initial Correction Value is Determined	\$275
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3	\$850
Ignition Oven Gradation Correction Value, Per Mix Design	Per Quote
Moisture Content	\$50
Sieve Analysis of Extracted Aggregate	\$285
Sieve Analysis of Ignition Oven Residue	\$270
Specific Gravity, Theoretical Maximum, Rice Method	\$170
Stability and Flow, Marshall Apparatus, Set of 3	\$240
Stabilometer, Hveem S-Value, Set of 3	\$350



## Reinforcing and Structural Steel

Bend Test of Welded Specimen, Sample Preparation Not Included	\$75
Pipe Flattening Test, Sample Preparation Not Included	\$75
Reinforcing Steel Coupler Tensile and Slip Tests	\$175
Structural Steel Bend Test, Sample Preparation Not Included	\$75
Structural Steel Machining/Sample Preparation	Cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included	\$75
Tensile and Bend Tests of Reinforcing Bar, #2 through #9	\$150
Masonry Shrinkage, Set of 3 Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote

## Boil Tests

Boil Tests, Chemical or Mechanical	Cost + 20%
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## Welder Qualification

AWS D1.1: 3/8" Plate, Per Position	Per Quote
AWS D1.1: 1" Plate, Per Position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

## Equipment Charges (Does Not Include Personnel)

110-Volt Portable Electric Generator	\$115/day
Anchor Pull Test Equipment	\$200/day
Bailer (Disposable) with Dedicated Rope	\$35/ea.
Concrete and Asphalt Concrete Coring Equipment	\$280/day
Concrete Slab Moisture Transition Kit	\$45/ea.
Conductivity Meter	Cost + 20%
Cut-Off Saw	\$90/day
Double Ring Infiltrometer (Per Set)	\$165/day
Drum Dolly	\$40/day
Drums	\$90/ea.
Dynamometer, In-line Scale	\$200/day
Hammer Drill	\$65/day
Hand Auger/Sampler Equipment	\$65/day
LOCK N' LOAD® VOC Sample Preservation System	\$35/ea.
Magnetic Particle Equipment	\$200/day
Manometer	\$115/day
Mini-Troll Groundwater Level Transducer	\$115/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment, Per Test	\$10/ea.
Paint Thickness Meter	\$140/day
Percolation Tank System and Trailer	\$260/day

## Equipment Charges (Does Not Include Personnel) - Continued

Personal Protective Equipment Level C	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$60/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$200/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$210/day
Slope Inclinator Equipment, Per Hole	\$35/day
Soil Sampling Containers (Metal)	\$25/day
Soil Sampling Containers (Glass)	\$10/ea.
Tape Extensometer	\$200/day
Tension Equipment	\$200/day
Torque/Tension Equipment	\$200/day
Water Level Indicator	\$55/day
Winsor Probe, Set of 3	\$110/day
Per Diem	Per Quote
Vehicle Mileage Charge	\$0.75/mile
DIR Compliance/eCPR, Per Week	\$85
DSA Box Posting, Per Week	\$85



## BOARD OF DIRECTORS REPORT

**MEETING DATE:** OCTOBER 04, 2022

**AGENDA ITEM: #10**

**DEPARTMENT:** HUMAN RESOURCES

**TYPE:** ACTION ITEM

**PREPARED BY:** MARY GREGG

\_\_\_\_\_  
*Signature*

**REVIEWED BY:** GENERAL MANAGER

\_\_\_\_\_  
*Signature*

**SUBJECT:** RENEWAL OF STAFF HEALTH INSURANCE EFFECTIVE JANUARY 1, 2023

### RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager to renew Staff medical insurance for the plan year effective January 1, 2023. Staff dental insurance will be administratively approved under General Manager authority later in the year when renewal quotes become available. Insurance coverage under these policies is for MTD Staff employees not represented by a Collective Bargaining Agreement.

### DISCUSSION:

MTD participates in the Special District Risk Management Authority (SDRMA)\* Small Group Health Benefits Program, under Public Risk Innovation, Solutions, and Management (PRISM)\*\*, providing health benefit solutions to public agencies with competitive rates for the small group market through a pooled program, designed for flexibility to meet the needs of its members. Staff medical insurance plans are Blue Shield HMO, and Kaiser Permanente HMO as an option for Ventura County residents, brokered through Alliant Insurance Services, Inc. Staff dental and life insurance provider is Guardian through Brown & Brown Insurance Services.

### BUDGET/FINANCIAL:

#### MEDICAL

In anticipation of the rising costs of health care and market swings due to COVID-19, MTD budgeted an estimated 8% increase in premium costs for 2023. Unfortunately, the increase in premiums for 2023 medical is 9.5%. Each year, the medical benefits renewal is based on a 12-month rating/claim period. For the 2023 renewal, the 12-month rating/claim period was from March 2021-February 2022 (based on available claims data at the time the renewal is calculated). During this timeframe, the PRISM and SDRMA Programs saw an overall increase of healthcare utilization compared to the prior rating/claim period which impacted the 2023 medical renewal, as well as a significant increase in high-cost, large claims and the reinstatement of the Affordable Care Act (ACA) Patient Centered Outcomes Research Institute (PCORI) fee.

## BOARD OF DIRECTORS REPORT

The pooled program through SDRMA has seen an average increase of 5.9% in the 5 year average from 2019–2023 as compared to 8.2% in the Southern California HMO market in which Santa Barbara County is included. For 2023, based on the current enrollment census, the renewal increase represents a total cost increase for the full year of \$64,156.

*\*SDRMA is a public agency formed under California Government Code Section 6500 et seq. to provide a full-service risk management program for California's local governments.*

*\*\*PRISM is a Joint Powers Authority (JPA) formed by 29 California counties in 1979 as California State Associations of Counties Excess Insurance Authority. In 2020, the name was change to PRISM to better reflect its membership of 98% of California's counties, 70% of cities, as well as educational organizations, special districts, housing authorities, fire districts, and 27 other JPAs.*

### DENTAL + LIFE

Guardian has expressed an ongoing commitment to MTD to hold rates flat when possible, and MTD provides \$50,000 Basic Term Life Guarantee Issue coverage for all eligible full time Staff employees through the Guardian plan, which includes Accidental Death and Dismemberment (AD&D) coverage.



<b>BOARD OF DIRECTORS REPORT</b>
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<b>MEETING DATE:</b>	OCTOBER 4, 2022	<b>AGENDA ITEM: #11</b>
<b>DEPARTMENT:</b>	OFFICE ADMINISTRATION	
<b>TYPE:</b>	ACTION ITEM	
<b>PREPARED BY:</b>	HILLARY BLACKERBY	_____
		<i>Signature</i>
<b>REVIEWED BY:</b>	GENERAL MANAGER	_____
		<i>Signature</i>
<b>SUBJECT:</b>	RESOLUTION AMENDMENT AUTHORIZING THE GENERAL MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY AMENDMENTS FOR TIRCP FUNDING	

**RECOMMENDATION:**

Staff is requesting that the Board adopt the attached amended resolution allowing General Manager to execute a grant agreement and any amendments thereto from the Transit and Intercity Rail Program of the California State Transportation Agency (CalSTA) effective for ten (10) years rather than five (5) years.

**ATTACHMENT:**

Resolution 2022-04 Application for funds through the 2022 Transit and Intercity Rail Program of the California State Transportation Agency (CalSTA).

**RESOLUTION**  
*of the*  
**BOARD OF DIRECTORS**  
*of the*  
**SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**

IN THE MATTER OF AUTHORIZING GENERAL  
MANAGER OR HIS DESIGNEE TO EXECUTE A  
GRANT AGREEMENT AND ANY  
AMENDMENTS THERETO FROM THE  
TRANSIT AND INTERCITY RAIL PROGRAM OF  
THE CALIFORNIA STATE TRANSPORTATION  
AGENCY (CalSTA)

**RESOLUTION NO. 2022-04**  
**AMENDMENT**

**WHEREAS**, the Santa Barbara Metropolitan Transit District wishes to receive an allocation of funds through the 2022 Transit and Intercity Rail Program; and

**WHEREAS**, the California State Transportation Agency, herein referred to as "CalSTA," has issued a Notice of Funding Availability (NOFA) for the 2022 Transit and Intercity Rail Program (TIP), created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion; and

**WHEREAS**, the legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle. Pursuant to the statute, CalSTA is authorized to approve funding allocations for the program subject to the terms and conditions of the NOFA and program application forms.

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Barbara Metropolitan Transit District Board of Directors authorizes the execution of a grant agreement and any amendments to CALSTA for Transit and Intercity Rail Program.

**BE IT FURTHER RESOLVED** that the General Manager or his/her designee is hereby authorized and empowered to execute in the name of Santa Barbara Metropolitan Transit District all grant documents, including but not limited to applications, agreements,



amendments, reports, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

**BE IT FURTHER RESOLVED** that these authorizations are effective for ten (10) years from the date of adoption of this resolution.

**PASSED AND ADOPTED** by the Board of Directors of the Santa Barbara Metropolitan Transit District this 4th day of October, by the following vote:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

To: MTD Board of Directors  
From: Jerry Estrada, General Manager  
Date: October 4, 2022  
Subject: General Manager's Report

The annual California Highway Patrol Audit was conducted over a three-day period starting September 1. Two inspectors performed the audit of the Maintenance and Operations departments, as well as MTD's Drug & Alcohol Testing Program. We passed all inspections with the highest possible rating, Satisfactory.

Verification of Transit Training, our required continuing education classes mandated by California Department of Motor Vehicles, was held during the week of September 12 - 17. Classes were held at various times throughout the one-week period to accommodate the Operators' different schedules. These classes are a requirement for individuals that hold a Class B commercial License with a Passenger endorsement, and are held four times per year at MTD's administrative facility. Operations is already preparing for our next one to be held in November, as anyone holding this certification has to complete 8 hours per year of mandatory training.

UCSB has resumed classes this past week, and, it appears that ridership has returned with full force for those lines serving campus.

As for the Fleet Renewal Campaign, four group 3 buses have been completed thus far. We currently have two Group 3 buses at Complete Coach Works (CCW) and three Group 1 buses as well. Our pilot bus from Group 1 was delivered and is currently in the shop undergoing a thorough inspection. This was completely gone through receiving a new engine, transmission, suspension, brakes and steering components, seats, and paint.

Long delays receiving spare parts remains an issue with four buses currently out of service awaiting parts.

Edwards Construction Group, MTD's contractor for the Charge Ready Bridge project, will be working with ChargePoint's authorized charger installer, VVD, to begin the installation of the chargers the week of October 3. The work is anticipated to take a couple of weeks. Although the chargers will be installed by mid-October, they will not be operational until Southern California Edison completes their portion of the Charge Ready Bridge project.

The first couple of buses in MTD's New Flyer bus build have entered the production line at New Flyer's facility in Canada. The buses will soon be shipped to New Flyer's facility in Crookston MN for the majority of the assembly, including finish work like paint and decals. MTD contracted with First Transit to provide in-plant inspection services for the build. The inspector will be responsible for quality assurance and to ensure the buses are equipped with the features and equipment MTD spec'd.

MTD staff participated at the Goleta Lemon Festival with a booth the weekend of September 24<sup>th</sup> and 25<sup>th</sup>, back after the Festival's two-year hiatus. This festival is generally the second largest

amount of contacts we have with the public, with Earth Day being the first. Thousands of people visited the booth, and it was great to get back out into the community.

With the new school year and new bell schedules for K-12 schools, some booster services to SB Unified schools have experienced on-time performance issues related to added congestion along routes and at school sites. Planning and Operations staff are working to isolate and address these issues.

Beginning in April 2021, transit operators have been required by the FTA to submit monthly COVID-19 Response Program Information Collection reports that documented pandemic-related information, such as the numbers of employees and cases. The FTA has now ended that requirement, and the report for August was the final one required.

General Manager Estrada executed an FTA award for \$1.26 million in FY 2019 Section 5339(a) formula funds that were originally apportioned to various small-urbanized areas in California. The funds were about to lapse, so FTA and Caltrans awarded the funds to MTD to prevent that from occurring. The award will fund a portion of MTD's ongoing fleet renewal campaign.

Four Accounting/Finance Team members attended the National Transit Institute at Rutgers University, four-day National Transit Database Course, on-line

MTD's Annual Actuarial Valuation Report for the Retiree Health Insurance Program has completed. As the quarter ends, finance staff will prepare quarterly reports for agencies such as California Tax & Fee Administration, Employment Development Department, and Internal Revenue Service.