SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY PROFESSIONAL SERVICES AGREEMENT WITH STANTEC ARCHITECTURE, INC.

AGREEMENT NUMBER 18- _____

This "Agreement" is made as of this day of ______, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and "Stantec Architecture, Inc." ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional architectural firm or team of firms to provide design and engineering services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of specially trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of **\$2,351,438.76**. The RTA's Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, CONTRACTOR shall indemnify, defend, and hold harmless RTA and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation), of every nature arising out of the Agreement to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or its agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Upon payment of all monies owed to Contractor, Contractor shall promptly deliver to the RTA all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

Geoff Straw San Luis Obispo RTA 179 Cross Street, Suite A San Luis Obispo, CA 93401 (805) 781-4465 <u>gstraw@slorta.org</u>

Contractor Representative:

Patrick M. McKelvey, AIA Stantec Architecture, Inc 523 W, 6th Street, Suite 1200 Los Angeles, CA 90014 (213) 955-9775 Pat.mckelvey@stantec.com

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. <u>Modification</u>. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. <u>Compliance with Laws</u>. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at <u>www.dir.ca.gov</u>) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. <u>Governing Law; Venue</u>. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The RTA's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) Cause these individuals to file with the RTA's Representative the "assuming office" statements of economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. <u>Waiver of Rights</u>. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. <u>Ownership and Use of Property Rights</u>. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. <u>Incorporation of attachments and exhibits</u>. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. <u>Dispute resolution</u>. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBLITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility

standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <u>http://access-board.gov/sec508/standards.htm</u>.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Stantec Architecture, Inc.

SAN LUIS OBISPO REGIONAL TRANSIT
AUTHORITY

TYPE OF BUSINESS ENTITY (check one):	Ву:					
Individual/Sole Proprietor Partnership Corporation	Geoff Straw RTA Executive Director					
Limited Liability Company Other (please specify:)	APPROVED AS TO FORM:					
Signature of Authorized Persons:						
Ву:	RTA Counsel					
Print Name:	ATTEST:					
Title:						
Ву:	RTA Clerk					
Print Name:						
Title:						
Taxpayer I.D. No						

Attachments:

- Attachment One Insurance Requirements for Agreements for Professional Services
- Attachment Two Federally Required Contract Clauses
- Exhibit A Stantec Approach
- San Luis Obispo Regional Transit Authority Request for Qualifications & Addenda
- Contractor's Submittal
- Contractor's Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements	
1.	Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.	
2.	Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.	
3.	Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.	
4.	Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.	

B. Endorsements:

- 1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
- 2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- **C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required endorsements.

D. Other Insurance Provisions:

- 1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
- 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the coverage described in this Attachment. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
- 3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
- 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
- 5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT TWO FEDERALLY REQUIRED CONTRACT CLAUSES

2-1 ACCESS TO RECORDS AND REPORTS

- <u>Record Retention</u>. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- <u>Retention Period</u>. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3. <u>Access to Records</u>. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4. <u>Access to the Sites of Performance</u>. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- 2-2 <u>BONDING REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-3 <u>BUS TESTING (Not Applicable to This Procurement)</u>
- 2-4 <u>BUY AMERICA REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-5 <u>CARGO PREFERENCE REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-6 <u>CHARTER SERVICE</u> (Not Applicable to This Procurement)

2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR agrees:

- 1. It will not use any violating facilities;
- 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3. It will report violations of use of prohibited facilities to FTA; and

 It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

2-8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- <u>Nondiscrimination</u>. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
- 3. <u>Age</u>. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. <u>Disabilities</u>. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

<u>Overview</u>

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

- 1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
- An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 3. Certified by another agency approved by the RTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- A completed **DBE Utilization Form** (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

- 3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- 4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4. Written notification to DBE's encouraging participation in the proposed Contract; and
- 5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1. The names, addresses, and telephone numbers of DBE's that were contacted;
- 2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

Continued Compliance

The RTA shall monitor the CONTRACTOR'S DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- 1. DBE utilization established for the Contract;
- 2. Total value of expenditures with DBE firms for the quarter;
- 3. The value of expenditures with each DBE firm for the quarter by race and gender;
- 4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- 3. All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
- 2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of ______% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

2-10 EMPLOYEE PROTECTIONS

The RTA has attached the current US Department of Labor Davis-Bacon and California Department of Industrial Relations prevailing wage determinations as Attachment 3 and Attachment 4, respectively. The following FTA three required clauses pertain to this procurement.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORs and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

<u>Contract Work Hours and Safety Standards for Awards Not Involving Construction</u> The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

2-11 ENERGY CONSERVATION

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.

2-12 FLY AMERICA

1. Definitions. As used in this clause-

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- 2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORs, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- If available, the CONTRACTOR, in performing work under this contract, shall use U.S.flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

5. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1. Debarred from participation in any federally assisted Award;
- 2. Suspended from participation in any federally assisted Award;

- 3. Proposed for debarment from participation in any federally assisted Award;
- 4. Declared ineligible to participate in any federally assisted Award;
- 5. Voluntarily excluded from participation in any federally assisted Award; or
- 6. Disqualified from participation in ay federally assisted Award.

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 the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

2-14 LOBBYING RESTRICTIONS

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

- 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

_ Signature of CONTRACTOR's Authorized Official

_ Name and Title of CONTRACTOR's Authorized Official

_____ Date

2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2-16 PATENT RIGHTS AND RIGHTS IN DATA (Not Applicable to This Procurement)

2-17 <u>PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES</u> (Not Applicable to This Procurement)

2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 C.F.R. 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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.

2-19 <u>PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS</u> (Not Applicable to This Procurement)

2-20 RECYCLED PRODUCTS

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

2-21 SAFE OPERATION OF MOTOR VEHICLES

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2-22 <u>SCHOOL BUS OPERATIONS</u> (Not Applicable to This Procurement)

2-23 SEISMIC SAFETY

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 (DOT) Seismic Safety Regulations 49 C.F.R. 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.

2-24 <u>SUBSTANCE ABUSE REQUIREMENTS</u> (Not Applicable to This Procurement)

2-25 **TERMINATION**

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, 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 the RTA.

2-26 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

- 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORs;
- 2. The right to cancel this Contract as to any or all of the work yet to be performed;
- 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 4. The right to seek money damages.

Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

Disputes

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide be the decision.
- *Example 2*: The RTA and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end,

the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the RTA and the CONTRACTOR's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any negligent act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

PROJECT UNDERSTANDING

The San Luis Obispo Regional Transit Authority (RTA) is in the process of developing a new Bus Maintenance Facility to accommodate the current and future fleet in order to properly serve the transit system needs across San Luis Obispo County. The transit system; consisting of the RTA fleet, the Runabout paratransit services, and contracted service to the City of Paso Robles, is anticipated to grow as ridership grows in SLO County. State of the art, safe, efficient and properly sized facilities are needed to accommodate the current and future fleet.

Even though current 2.7 acre facility at 179 Cross Street has served RTA since 2009, it is woefully undersized for the current needs, let alone future growth. The facilities are outdated and in need of upgrades and expansion, which is just not possible on the current site. Additionally, the current lease on the property expires in 2022.

RTA has secured an 6,5 acre site located at 40 Prado Road across the street from the current City Public Works facility. RTA is in need to relocate to accommodate the growth in service and to improve its facilities.



In 2014, RTA conducted a site selection and programming/concept site layout study. This study culminated in the San Luis Obispo Regional Transit Authority Board action to acquire the 40 Prado Road site. RTA then pursued and purchased the property and commenced with environmental clearances.

It is envisioned that the Bus Maintenance Facility will consist of an administration/operation building of approximately 13,400 sf, an approximately 33,000 sf maintenance building, plus site improvements for on grade parking of staff/visitors, transit vehicles and buses, and on-site fueling and washing. The office building will be a two-story structure including offices, training room, drivers' room and restrooms/lockers over a portion of the maintenance building. The maintenance building will be a high bay single story structure for repair bays, paint and tire shops and support areas.

There will be a number of site related and neighborhood related design considerations in order to comply with the environmental and planning conditions including future street and road adjustments. The following is a concept plan prepared for the environmental process. This concept plan will be reviewed and modified to accommodate the projected needs of RTA and to provide a safe and efficient operating facility.



SCOPE of SERVICES

TASK 1 – REVIEW EXISTING CONDITIONS

INFORMATION GATHERING

Concurrent with the Task 2 Programming effort, we will be doing our due diligence in this task to conduct a topographical and utility site survey, conduct a geotechnical report, review the environmental studies and reports, review zoning information and confirm easements and setbacks, determine height limits, FAR, allowable uses and any other elements that may affect the outcome of possibilities for the design. Likewise, we will look at precedents and best practices related to other transit bus O&M facilities around California and the Country.

TOPOGRAPHIC, BOUNDARY AND UTILITY SURVEY

The project site is located entirely within the 100-year floodplain of San Luis Obispo Creek as defined by FEMA. Cannon and Associates has completed preliminary evaluations and the City of San Luis Obispo has reviewed the report and accepted the results. The report included a Conditional Letter of Map Revision (CLOMR) assessment (not submitted to FEMA) as well as information satisfying other local requirements.

After the completion of the project improvements and before occupancy, a final Letter of Map Revision based on Fill will be required. This, combined with an updated CLOMR assessment based on the final design will satisfy requirements for removal of the identified buildings from the 100-year flood zone and verify that there will be no rise greater than 1 foot in the floodplain due to the proposed project.

Topographic Mapping

- We will perform a field survey to locate topographic features in areas of proposed improvements to support design. Surface improvements such as building footprints, overhangs, sidewalks, trees, curbs, driveways, fences, walls, grade-breaks, and visible evidence of surface or subsurface utilities will be located. Pavement and surface materials will also be identified. Trees larger than 6" in diameter measured at chest height will be located and shown on the map.
- With the project limits and the nearest upstream and downstream appurtenances, invert measurements to the flowline at all pipe opening will be observed, along with the diameter size, type and direction at all area drains, catch basins, drain inlets, sewer and storm drain manholes. Locked lids that prevent easy access may require additional time coordination with the controlling agency and is outside of this scope.
- The project will include a minimum of two control points and ties to published local horizontal and vertical datum's or geo-referenced datum as appropriate. Control points will be set with durable monuments such as iron pipes or magnetic nails with clearly stamped caps or washers, set in stable locations and sufficiently described for easy recovery throughout the duration of the project. A note about the control and datum used as well as a coordinate listing will be included on the face of any mapping deliverable.
- Topographic locations will be processed in AutoCAD and saved in base map drawing file. A Digital Terrain Model (DTM) will be created from observed points and breaklines

and included in the base map. Observed improvements will be annotated with standard symbols and abbreviations. Spot elevations and call out labels for critical structures will be added as appropriate.

Boundary Mapping

- Perform a search of county maps, corner records, official records and state land records, for the subject parcel and adjoiners. These maps and deeds will serve as a basis for a field search for boundary monuments that control the parcel.
- Conduct a field search based on available records for monuments that control the parcel. Use conventional surveying methods to obtain precise location and descriptions of any monuments recovered in this effort. Observe any visual evidence of occupation along the calculated boundaries.
- Note: if this search does not recover enough boundary monuments due to destroyed or missing monuments, a more extensive search may be required. If these conditions exist we will let you know immediately to advise you of the conditions and provide an estimate of the level of effort needed to conduct such a search. This will be considered beyond the scope of this survey and require your authorization to proceed.
 - Establish the boundary based upon controlling monuments recovered in the field search and Senior deed lines. Set durable monuments with a Licensed Surveyor's tag at the parcel corners or a suitable offset witness point.
 - Set 4 foot lath with flagging along the established boundary a at inter-visible distances and spaced no more than 250 feet apart.
 - Prepare a record of survey of the established boundary and submit to the County Surveyor. Provide up to one set of revisions per the County Surveyor's review and submit a final copy for recordation.

Subsurface Utility Mapping

- We will contact Underground Service Alert (USA) 811 for marking lines prior to the field survey. This would allow survey crews to locate the marks and include on the base map. Please note, on occasion they will not field locate unless construction is imminent in which case we will be unable to pick up those points in the field.
- Research utility providers via USA 811 within the immediate vicinity of project limits and request pertinent utility base maps and atlases to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications, and cable television.
- Plot utilities in the base map from received information compliant with American Society of Civil Engineers (ASCE) Subsurface Utility Data standards: Where no existing surface features are present subsurface, features are annotated as quality level D; where surface features are present and identifiable on provider plans, subsurface features are annotated as quality level C.
- Note: ASCE quality level B is associated with subsurface detection methods (ground penetrating radar, magnetic detection, etc.) and quality level A is associated with direct inspection (potholing, trenching, etc.) and is outside of this scope.

Floodplain Evaluation

 Investigation – locate and review HEC-RAS data files from Cannon and Associates. It is assumed that all data will be available and in native electronic format (ie HEC-RAS files in HEC-RAS format, Autocad exhibits in Autocad format). Locate and acquire data from recent adjacent creek projects.

- Field Review Visit site and photographically document the current site condition and the condition of the affected area of San Luis Obispo Creek.
- Update CLOMR model and report for City Submittal only Using the HEC-RAS data
 prepared by Cannon and Associates, update the files with final design data for the
 proposed project. No corrections to the original Cannon files or survey acquisition is
 included in this scope. Prepare a brief summary report documenting the approach
 used in the analysis, data sources, and assumptions.
- Prepare LOMR-F forms and submit to FEMA electronically (\$425 fee for single structure, \$800 fee for multiple structure) it is assumed that no FEMA Map Change (LOMR) is required for submittal to FEMA. It is also assumed that a Letter of Map Revision based on Fill (LOMR-F) will be required to justify to reviewing agencies and insurance carriers that flood insurance will not be required for the associated buildings. It is also our assumption that floodproofing will be provided by elevating the structure finish floors above the FEMA flood elevations plus one foot using fill. Other means of floodproofing are outside of the scope.
- Prepare Elevation Certificate An elevation certificate is typically required by the local building official prior to occupancy. The elevation certificate documents the key elements required to meet FEMA minimum standards for building flood safety. A survey crew will visit the site after completion of final floor and finish grading improvements around the habitable structures, collecting the necessary elevation information. The FEMA Elevation Certificate form will then be filled out, stamped and signed, and copies provided to both the City of San Luis Obispo building official and the Client.
- Independent Quality Review Independent quality review of the flood analysis products will be provided by Avila and Associates.

GEOTECHNICAL INVESTIGATION AND REPORT

To assess subsurface conditions at the site, Earth Systems proposes to drill five borings to a maximum depth of 50 feet. The borings will be drilled using a truck-mounted Mobile Drill Model B-53 drill rig equipped with a 6-inch outside diameter hollow stem auger. During the course of drilling, various soil samples will be obtained by means of ring-lined barrel samplers (ASTM D 3550, with shoe similar to D 2937), and Standard Penetrometer Test samplers (ASTM D 1586). An automatic trip hammer will be used to drive the samplers. Soils will be classified in general accordance with the Unified Soil Classification System (ASTM D 2488 and/or D 2487).

Soil samples will be tested in the laboratory to determine such properties as grain size, unit weight and moisture, expansion index, maximum density versus optimum moisture, onedimensional consolidation, angle of shearing resistance, and R-value (resistance to deformation under repeated loading). The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered.

We also propose to advance 2 CPT soundings at the site. The CPT soundings would be intended to augment the subsurface drilling and laboratory information to further understand and evaluate the site with respect to liquefaction and its ramifications on the site. We would contract with Middle Earth Geo Testing, Inc. to advance the CPT soundings to an approximate depth of 60 feet below the existing ground surface, as conditions allow. Copies of the graphical CPT data and our analyses will be included in the geotechnical engineering report.

We have assumed that County of San Luis Obispo monitoring well permits will be required for the subsurface exploration. Time to obtain and close the permits and materials to seal the borings are included in our scope, but we have assumed that the County will waive the permit fees.

The field and laboratory data and available published and unpublished geotechnical and geologic information for the site will be reviewed by a Registered Geotechnical Engineer, and evaluated with respect to development of geotechnical criteria for the proposed project. The following items will be addressed:

- Soil and groundwater conditions encountered
- Site preparation, including removal of existing improvements
- Anticipated grading for building and parking lot areas
- Utility trench backfill
- Potential for liquefaction and settlement during a seismic event
- Types and depths of foundations
- Preliminary foundation design parameters
- 2016 California Building Code seismic criteria
- Anticipated total and differential settlement
- Preliminary pavement design for parking areas
- Drainage and maintenance
- Construction observation and testing

The report and recommendations will be intended to comply with the considerations of the Mitigation Measure GEO-1 from the IS/MND prepared by Rincon Consultants, Inc. dated July 2017, the 2016 California Building Code (CBC), and common geotechnical engineering practice in this area under similar conditions at this time. It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications.

TRANSPORTATION ELECTRIFICATION READINESS PLAN

The RTA intends for the new bus maintenance facility to accommodate future battery-electric bus and possible hydrogen fuel-cell vehicle technologies. The Stantec Team will assess the transportation electrification needs based on the current miles operated by each vehicle type (over-the-road coaches, 35- and 40-foot heavy-duty buses, 30- to 35-foot medium-heavy duty buses, cutaway paratransit vans, and wheelchair-accessible minivans), the operating profile of each driver/bus block assignment, and current bus technologies. The Stantec Team will also project the RTA's future transportation electrification needs based on a 1% annual growth in fleet miles.

The deliverable of this review will be a Readiness Plan detailing the electrification needs of RTA and an assessment of the infrastructure improvements required to achieve the end result.

Deliverables:

- Topographic, boundary and utility survey
- Geotechnical investigation and report
- Transportation Electrification Readiness Plan

TASK 2 - VERIFY FACILITY NEEDS ASSESSMENT

PROGRAMMING

Program Review and Verification – The Stantec team will tour the existing facilities to gain an understanding of current operating procedures, philosophies, and conditions for the RTA Facility and conduct programming interviews with key RTA staff to ensure previous needs assessment documents still meet the functional and operational needs of the Bus Maintenance Facility. We will also review the existing projections and requirements for all aspects of the facility, including staff and vehicles as well as administration, operations, dispatch, storage, support facilities, exterior storage, parking, and site and building security. The information learned through the program review and staff interviews will result in an updated space needs program based on current operations and an appropriate future growth in RTA transit services. Space needs will be reviewed and updated for all interior and exterior spaces, as well as total site area requirements. This RTA Transit Maintenance Facility Space Needs Assessment will be presented to RTA staff for review, comment and verification.

Deliverables:

- Space Needs Program
- Facility Needs Assessment Validation Report

TASK 3 – CONCEPTUAL FACILITY DESIGN LAYOUTS

MASTER PLAN CHARRETTE

After RTA review of the program document with your key stakeholders, we will conduct an onsite, 2-3-day, interactive design workshop; we call it a charrette. It is an energetic, interactive session in the sense that we have you and your stakeholders in the room - at the drawing table and in the presentations to see the ideas develop, give us feedback on where you want it to go, and influence the end result. We will produce a number of options, pin them up and review with each of the RTA stakeholders. Not all issues will be figured out in the charrette –but we will use the charrette to show you alternatives to get your feedback on what you like, what works and what doesn't. But the intent of this work approach – "We come to the table with experience, innovation, and a spirit for discovery and collaboration".

This immersion environment is what incubates the great ideas and depth of the solutions we will create. It's a melting pot of all the great creative minds in the room and the leadership from our core team to create synergy in that paradigm to deliver the best solution possible.

SUSTAINABLE DESIGN

Stantec's philosophy is to design all our projects to be sustainable. While not every project may seek LEED certification, where possible every project is designed with sustainable practices and with energy efficient, environmentally sensitive and healthy workplace principles in mind. The team will explore potential means and methods to produce as sustainable a facility as possible, including both passive and active features. If designing a truly high-performance energy saving,

net-zero energy building is of interest, our team is one of the few in this industry that has this specific capability.

During the Charrette, we will set sustainability goals with your team and begin developing strategies to reach those goals. We will develop a preliminary LEED-NC Checklist as a team with you at the table as well. The sustainable goals for the project will lead the design process from that point forward. We will look at the energy impacts of the design decisions we make and chose those that provide us the highest return on investment.

As an Optional Service, the Stantec Team can provide LEED Accreditation services to SLO RTA if requested.

CONCEPT DESIGN

The next step after we have all the great ideas that come out of the charrette is to refine them into a concept design. We will likely have a couple of options with good potential to move forward. We'll develop those to a degree of detail that allows your team to decide upon. These concepts will all embody the goals set out at the beginning of the project. We'll provide pricing information in the form of a detailed line-item cost estimate. It will include hard and soft costs and verify that our team is working within the budget.

Our deliverables at this point will be site plans, building floor plans, elevations and sections of the buildings, civil conceptual design, landscape conceptual design, structural conceptual systems, mechanical, electrical and plumbing concepts, maintenance equipment plans, and sustainably driven design solutions.

SUMMARY REPORT & RECOMMENDATIONS

A final report will be prepared in draft form summarizing the process, including the verified program and site plan for review by the RTA, prior to finalizing the report.

Deliverables:

Master Plan Charrette Report consisting of:

- Site plan options considered and final agreed upon option
- Documentation of the charrette outcomes
- Client Comments
- Meeting notes from the presentations
- Any other relevant documentation from the development of the schemes

Concept Design package containing:

- Site Plan
- Rendered Landscape Plan
- Floor Plans
- Building Elevations
- Building Sections
- Concept Engineering Plan, Diagrams and Systems Narratives
- 3D computer generated model views

- Preliminary Equipment List
- Preliminary LEED Checklist

TASK 4 – SCHEMATIC DESIGN

DEVELOP SCHEMATIC DESIGN DOCUMENTS

Based upon the approval of Task 3, the Stantec team will develop the schematic design documents, including dimensioned drawings and initial guideline specifications for the Bus Facility. The schematic design drawings will be produced in Revit/BIM and will feature all required facilities including admin/operations building, maintenance building, staff parking, support vehicle parking and bus parking.

PREPARE PROFESSIONAL PERSPECTIVE RENDERING

Stantec will prepare a rendered perspective of the project. The rendering will be provided to you in both large printed and electronic formats.

COST ESTIMATE

The Cost Estimator will prepare a cost estimate based on the Schematic Design documents. All estimates will be prepared using quantity take-off and unit prices and will include proper contingencies and soft costs and will be reconciled with the project budget. If a budget concern exists it will be discussed with the client team before proceeding to the next phase.

Deliverables:

Schematic Design Drawings Rendering Cost Estimate

TASK 5 – DESIGN DEVELOPMENT (60%)

DESIGN DEVELOPMENT DRAWINGS

The team will deliver and review with you the Design Development drawings for all improvements. The drawings will be produced in Revit/BIM and will include all civil, architectural, structural, mechanical, electrical, plumbing, lighting, industrial (equipment, material handling, racking) and landscape disciplines.

OUTLINE SPECIFICATIONS

Outline specifications, which will be developed in a CSI format, will be prepared for all disciplines, including civil, architectural, structural, mechanical, electrical, plumbing, lighting, industrial equipment and landscaping.

MATERIAL/COLOR BOARDS

Material/color boards will be prepared for all interior and exterior materials and finishes, such as roofing, glazing, paint colors, floor and wall materials, millwork, and door and window frames, with actual material samples large enough to see overall character.

UPDATED COST ESTIMATE

Our cost estimator will prepare an updated cost estimate based upon the completed Design development set of documents. Upon receiving the estimate, the project design will be reconciled with RTA's budget before moving to the next phase.

After completion of the design, drawings and material boards, the team will submit all work to you for review, then formally present to the RTA for approval.

Deliverables:

Design Development Drawings Outline Specifications Material and Color Boards Updated Rendering

TASK 6 – CONSTRUCTION CONTRACT DOCUMENTS (90%, 100%)

Based upon the approval of the Detailed Design, we will complete the full construction documents for the designated work.

CONSTRUCTION DOCUMENTS

The Stantec Team will prepare the construction drawings and specifications, which will be used for permitting, bidding and construction. These drawings will be produced in Revit/BIM.

SPECIFICATIONS

A complete Project Manual will be prepared which will include General Conditions of the Contract, Supplemental Conditions, and Technical Specifications in CSI format.

UPDATE FINAL COST ESTIMATE

The cost estimator will prepare a final updated cost estimate, and will work with the design team to reconcile any differences with the project budget.

Deliverables:

Construction Drawings Specifications Final Cost Estimate
TASK 7 – CONTRACTOR BIDDING & AWARD

After completion of Final Design, the Stantec Team will provide the following services:

BIDDING

Assist the RTA in preparing the necessary bidding documents including Instruction to Bidders and Bid forms, incorporating your standard bidding requirements.

- Answer questions of the bidders during the bid period
- Review requests for "or equal"
- Issue clarifications and addenda as required
- Assist the RTA in reviewing bids and providing recommendations

Deliverables:

Meeting minutes from pre-bid meeting Bid document addenda as required Log of contractor bid questions and answers Bid analysis and recommendation support to RTA

TASK 8 – CONSTRUCTION ADMINISTRATION

CONSTRUCTION ADMINISTRATION

The Stantec Team will conduct regular bi-weekly (or more often as needed) site observations to monitor the progress, quality of the work and conformance to all contract documents, and will prepare written construction observation reports for each site observation made. In addition, our on-site field observer will work collaboratively with the General Contractor to identify and resolve issues in the field and document them accordingly.

All engineering consultants will make periodic site visits and prepare and submit a field observation report noting the progress of the work and any observed deficiencies, which must be corrected. The Stantec team will also:

Participate in monthly construction coordination meetings in conjunction with the RTA and the GC.

Provide normal and reasonable interpretations and clarifications to the GC, including responding to Requests for Information (RFIs).

Review shop drawings and submittals, which will include receiving, reviewing, and taking appropriate action on required submittals made by the GC including shop drawings, material samples, mix designs, product brochures and literature, etc.

PROJECT CLOSE OUT

Conduct a "punch list" walk-through of the building. The "punch list" will identify all work items, which must be corrected or completed.

Prepare record drawings from contractor provided as-builts.

Prepare a Facility Maintenance Plan.

Conduct an 11-month Warranty Review.

OPTIONAL SERVICE

LEED CERTIFICATION

The LEED system provides a systematic approach to addressing environmental issues during the design and construction of a building. The cornerstone to the delivery of a successful sustainable building is the 'Integrated Design Process' (IDP). The Integrated Design Process has impacts on the roles of design team members that differentiate it from a conventional design process in several respects.

Stantec will be providing LEED Consulting services for the Design and Construction Administration phases which will include the following scope:

1.1 Concept and Schematic Design

- Review and familiarization of San Luis Obispo RTA sustainability goals and vision
- Review and assess existing site conditions and the proposed new project.
- Facilitate a kickoff meeting/ LEED Charrette with the full team for brain storming on sustainable design strategies as it pertains to LEED v4 and which LEED credits will be pursued with the goal of attaining LEED v4 goals.
- Provide the preliminary LEED v4 CI Scorecard, Action Plan and responsibilities included in the LEED Feasibility Assessment.
- Register project with GBCI and assign team members.
- Up to two (2) meetings with the design team are included in this phase. Additional meetings will be held as needed.
- Review 100% Schematic Design Development documents to ensure that LEED Credit pursuits and targeted rating are intact as the design progresses.
- Provide LEED language and requirements within the Basis of Design document.

1.2 Design Development

- Provide a narrative/memo describing the status of each targeted LEED credit and prerequisite describing necessary next steps to be incorporated into design and construction documents.
- Review specifications to ensure that LEED requirements are met.
- Coordinate LEED Online project and team registration, and coordinate LEED Online credits.
- Facilitate a LEED Online meeting and issue LEED Online instructions.
- Coordinating two (2) LEEDv4 workshops encompassing what is required for LEED documentation.
- Coordinate with Commissioning Authority as they are brought on board and through project completion.
- Revise/update LEED scorecard as needed based on project progress. Provide update to owner.
- Attend regular design meetings. This proposal assumes two (2) in person meetings during the Design Development phase.
- Advise on credit pursuit and documentation requirements.
- Review 100% Design Development documents to ensure that LEED Credit pursuits and targeted rating are intact as the design progresses.

1.3 Construction Documents

- Identify and submit LEED Credit Interpretations to GBCI as needed.
- Provide technical advice to the client and project design build team.
- Advise design team on the required documentation to be submitted to the USGBC for design phase credits.
- Coordinate with USGBC any CIR's (Credit Interpretation Requests) that might arise during the design process. A maximum of 2 CIR's have been included in this scope.
- Manage LEED documentation for the Design Stage submittal. The design team will be
 responsible for documenting LEED points associated with their disciplines and uploading
 to LEED Online; STANTEC LEED Facilitator role is to advise the design team on the
 required documentation, review the documentation for quality assurance and to be the
 primary contact with GBCI.
- Revise/update LEED scorecard as needed based on project progress. Provide updates to Owner.
- Review 50% and 90% CD documents per phase (Drawings and Specifications) for compliance with LEED targets.
- Attend regular design meetings. We include attending up to two (2) in-person meetings during the Construction Documents.
- Provide Quality Assurance review of documentation per phase completion.

1.4 Bidding

- Review bids to ensure that requirements are being met, including any alternates and substitutions.
- As soon as it is confirmed that there are no additional design or specification changes that will impact LEED-related credit pursuits, Stantec will submit Design Phase submittal to GBCI. Some design credits may be deferred to construction submittal if there is a question.
- Update LEED NC scorecard, action plan and responsibilities matrix as necessary.
- Coordinate the design submittal and review comment responses to GBCI. The owner and the design team will be involved in preparing these responses and provide required documentation, additional drawings, analysis, or written description as requested.

1.5 Construction Administration

- The construction team will be primarily managed by the Design Build Team/General Contractor for LEED documentation purpose. STANTEC's role will be supportive and continue to track overall LEED compliance, provide updates to the Owner and team, and provide any guidance needed during construction.
- Prepare and facilitate one (1) half-day LEED workshop to confirm the LEED construction strategies with the contractor and provide tools for tracking the LEED documentation credits. Maintain a LEED checklist and provide to owner.
- Provide technical support for review of contractor submittals which directly affect potential LEED points.
- Review/ advise contractor submittals for EPD/HPD and other material transparency related submittals as needed.
- Review/Advise contractor on drafting Construction Waste Management and Construction IAQ Management plans.
- Coordinate with the Commissioning Agent on LEED related progress.

- Consolidate all required information for final submittal to USGBC for project certification. This proposal assumes that the contractor and subcontractors will be responsible for tracking and reporting all contractor points, as required by LEED, and for completing LEED certification documents and uploading them to LEED online. STANTEC will provide guidance as needed.
- Quality Assurance review of LEED construction submittal before submitting to GBCI.
- Attend OAC Webex meetings once per month.
- Review of the Contractor and team's LEED forms as they are being completed.
- Advise and make recommendations on achieving credit targets.
- Quality Assurance review of documentation prior to submittal to GBCI. This is mainly achieved through review of reports and spreadsheets provided by the General Contractor, with one (1) final review prior to submittal.
- Coordinate the Construction Submittal and response to GBCI. STANTEC will strategize the timeline for LEED Construction Phase documentation upon finalization of the phase schedules.
- Coordinate the construction review comment responses to GBCI. STANTEC, owner, and the contractor will be involved in preparing these responses and provide needed documentation, additional drawings, photos, or written description as requested.
- LEED certification acceptance.



REQUEST FOR QUALIFICATIONS Design & Engineering Services for the RTA BUS MAINTENANCE FACILITY

RFQ Release Date

May 7, 2018

Submittal Due Date

June 20, 2018 at or before 4:00 pm (PST)

Four printed copies and one digital copy of your firm's submittal should be submitted to the attention of the undersigned;

Mail completed submittals to:

Geoff Straw, Project Manager San Luis Obispo Regional Transit Authority, 179 Cross Street, San Luis Obispo, CA 93401 805-781-4465 gstraw@slorta.org

Questions regarding the solicitation process and the scope of work should be directed to Geoff Straw at (805) 781-4465. All questions should be submitted in writing by mail, e-mail no later than 4:00 p.m. on Wednesday, June 6, 2018. These questions, along with their answers, will be forwarded to all known RFQ recipients by 5:00 p.m. on June 11, 2018.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

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SECTION I – PROCUREMENT SCHEDULE

May 7, 2018	Publish RFQ
May 23, 2018 at 2:00 p.m.	Non-mandatory pre-submittal meeting in RTA Upstairs Conference Room, located at 179 Cross Street, San Luis Obispo, CA 93401
June 6, 2018 by 4:00 p.m.	Questions/clarifications due
June 11, 2018 by 5:00 p.m.	Answers to questions posted on RTA website
June 20, 2018 by 4:00 p.m.	Submittals Due and names of submitters announced in RTA Upstairs Conference Room
June 29, 2018	Vendor Interviews (If Needed)
Week of July 11, 2018	Final Selection and Notice to Proceed

Procurement Process and Scope of Work Questions:

All procurement documents will be posted on the RTA website. Vendors are encouraged to submit questions, preferably via email, regarding the RFQ by Wednesday June 6, 2018 prior to 4:00 p.m. These questions, along with the RTA's responses, will be forwarded to all known RFQ recipients and posted on our website by 5:00 p.m. on Monday June 11, 2018.

To:

Geoff Straw San Luis Obispo Regional Transit Authority 179 Cross Street, San Luis Obispo, CA 93401 805-781-4465 Voice gstraw@slorta.org

SECTION II – INTRODUCTION & BACKGROUND

A. INTRODUCTION

The San Luis Obispo Regional Transit Authority (RTA) intends to retain a qualified and committed professional Design Team to prepare design, engineer and assist with implementation of a long-term administration, operations and maintenance facility in San Luis Obispo. The specific work requirements are detailed in SECTION III SCOPE OF WORK.

B. BACKGROUND

The RTA is a joint powers agency comprised of the Cities of San Luis Obispo, Morro Bay, Atascadero, Arroyo Grande, Paso Robles, Grover Beach, Pismo Beach and the County of San Luis Obispo. The RTA provides regional fixed routes along primary roadway corridors throughout San Luis Obispo County, and the RTA's sister agency (South County Transit) operates local fixed routes in the Five Cities Area. In addition, the RTA operates Runabout, which is the ADA complementary paratransit provider for all fixed route providers in the County. Finally, the RTA provides local fixed route and dial-a-ride services under contract to the City of Paso Robles. The project will accommodate all administrative, operations and maintenance needs for all public transit services listed above.

Any contract resulting from this procurement is subject to financial assistance contract between the RTA and the United States Department of Transportation and the California Department of Transportation.

C. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to engage the services of a qualified, responsive, and responsible architectural firm that will provide as-needed architectural, engineering and construction management services under a task based contract. The program envisioned for this project is aimed at designing/engineering a new administrative, operations and maintenance facility as entitled in the *Maintenance Facility Project Initial Study – Mitigated Negative Declaration* (IS/MND) report adopted by the RTA Board of Directors at its September 2017 meeting. Bidders must become familiar with and develop its submittal based on the project parameters discussed in the IS/MND report, particularly the <u>Description of Project</u> and <u>Mitigation Measures Required for the Project</u> sections.

D. RTA RIGHTS

The RTA reserves the right to cancel this RFQ or postpone the date and time for submitting proposals at any time prior to the due date. The RTA specially reserves the right to reject any or all submittals including, without limitation, nonconforming, nonresponsive, or conditional submittals, to investigate the responsibility of any Vendor, to reject any provisions in any

submittal, to waive any informalities or non-material deviations in any submittal, to request new submittals, or to proceed to obtain the services otherwise. No Vendor shall have the right to make a claim against the RTA in the event the RTA accepts a submittal or does not accept any or all submittals.

SECTION III – SCOPE OF SERVICES

The scope defines the RTA's requirements for delivering services for the planning, design, permitting and construction of the proposed RTA Bus Maintenance Facility and providing the necessary services to bring the project to fruition. The proposed scope itemizes the various tasks and subtasks to develop a level of detail on each task that shall lead to providing a functional facility.

The scope of services comprises eight major tasks, discussed on the following pages:

Site Master Planning

- Task 1: Review Existing Conditions
- Task 2: Facility Programming
- Task 3: Conceptual Layouts

Architectural and Engineering Design

- Task 4: Schematic Design
- Task 5: Design Development
- Task 6: Construction Contract Documents

Bid Phase and Construction Phase Services

- Task 7: Contractor Bidding and Award
- Task 8: Construction Phase Services

TASK 1: REVIEW EXISTING CONDITIONS

Task 1 consists of identifying existing conditions and criteria to be used during the other project tasks.

1.1 Field Topo/Utility Survey Of Selected Site

A surveyor shall be contracted by the Design Team to provide current topographic surveys of the proposed site based on the most current USGS data. Additional survey information that shall be required by the project shall be identified by the Design Team and shall be gathered by whatever additional survey efforts are necessary. Utility locations are to be identified, as well as any restrictions that may be attached to the proposed site. As part of the overall effort, the Design Team is to study existing site conditions to identify possible site issues that may affect locations of new structures. The Design Team shall verify (or perform) measurements on the survey and provide documentation to the owner.

1.2 <u>Site Visit</u>

The Design Team shall visit the proposed site to become familiar with site constraints and to validate the findings in the following two Concept Plan documents:

- The Site Consideration for an RTA Long-Term Garage Facility report, which was presented to the RTA Board of Directors at its January 7, 2015 meeting.
- The concept plan and related findings in the Mitigated Negative Declaration report, which was certified by the RTA Board at its September 6, 2017 meeting.

The Design Team shall review the drainage characteristics of the proposed site, including any existing drainage channels and structures, outfalls, and the need for oil/water separators. The Design Team shall review access and egress opportunities and determine the need for traffic control or roadway improvements. The condition of the site shall be reviewed, as well as locations of incoming utilities. The Design Team shall perform photo-documentation and provide documentation to the RTA.

1.3 Phase I Geotechnical Investigation

The Design Team shall conduct a Phase I geotechnical investigation at the project site to provide an initial assessment of soil conditions that may affect installation of the administration, operations and maintenance building, ancillary equipment (fueling, washing, etc.) and pavement improvements. The Phase I investigation shall include compilation and review of available geotechnical and geological information regarding the study area, including past and current site usage. Laboratory tests shall also be carried out on recovered soil samples to aid soil classification and determination of pertinent engineering properties.

The results of the Phase I geotechnical investigation are to be summarized in a written report with all test results attached and forwarded to the RTA. The report shall include preliminary assessments of site preparation needs, foundation support considerations and recommendations for additional investigation at the site that shall be required for final design.

1.4 Financial Review

The RTA's conceptual plans identify a need for \$12.8 million to complete the design/engineering and construction phases. To date, the RTA has allocated approximately \$2.4 million in FTA Section 5307 funds, California Proposition 1B funds, and California Senate Bill 1 funds toward completion of the bus garage project (including this design and engineering phase). As part of this subtask, the Design Team will test the RTA's financial capacity to complete the project, including assistance in determining methods of financing the project. This financial planning assistance will continue throughout the design/engineering process so that the RTA can respond quickly to any refinements in the estimated construction cost. At the outset of this task, the Design Team will review the RTA's historical funding streams, projected facility operating costs, and determine any weaknesses in our established governing documents (Joint Powers Agreement, established policies and procedures, etc.) to determine if the RTA should consider new policies that will expand our opportunities to fund the garage project. This

will also include a review of potential new funding sources that could potentially be pursued. New funding sources may include Federal and State discretionary capital funds, New Market Tax Credit funds, Federal and State infrastructure banks, private/public partnerships, municipal bonding, and traditional borrowing through a bank(s).

If municipal debt financing is ultimately recommended as part of this task, the Design Team will assist the RTA in developing policies and procedures necessary to issue the financing instruments, as well as helping to develop a scope of work to eventually procure municipal debt advisor services and specialized counsel services. As the potential issuer, the RTA must ensure the selected municipal debt advisor has the necessary expertise to assist us in determining the best type of financing for the agency, selecting other finance professionals, planning the debt financing instrument sale, and successfully selling and closing the debt instruments. While a municipal advisor plays a key role on the financing team, the Design Team will assist the RTA in developing a plan and accompanying policies such that the RTA will remain in control of the decision making process necessary for the issuance and sale of the debt instrument and/or implementing the financing.

1.5 Transportation Electrification Readiness

The RTA intends for the new bus maintenance facility to accommodate future battery-electric bus and possible hydrogen fuel-cell vehicle technologies. The Design Team will assess our transportation electrification needs based on the current miles operated by each vehicle type (over-the-road coaches, 35- and 40-foot heavy-duty buses, 30- to 35-foot medium-heavy duty buses, cutaway paratransit vans, and wheelchair-accessible minivans), the operating profile of each driver/bus block assignment, and current bus technologies. The Design Team will also project the RTA's future transportation electrification needs based on a 1% annual growth in our fleet miles.

TASK 1 DELIVERABLES:

- Topographic and boundary surveys
- Utility location survey
- Geotechnical report
- Preliminary report of the RTA's financial capacity to implement the project, including necessary steps the RTA must take should municipal debt financing be pursued
- Transportation Electrification Readiness Plan

TASK 2: FACILITY PROGRAMMING

Task 2 consists of research and validation of any existing space programming and operating requirements for each functional area in the proposed facility, such as office space, storage and vehicle parking areas, and areas to be allocated to nonrevenue vehicles, employee parking, and landscaping to include areas required by local jurisdictional agencies (e.g., water retention/detention).

2.1 User Group Interviews

During the kickoff meeting, the Design Team shall meet with RTA staff to discuss the Scope of Services, the plan of action, and the project schedule. Participants shall include the RTA Executive Director, the RTA Deputy Director, the RTA Maintenance Manager and the RTA Operations Manager, as well as planning or public works staff from the City of San Luis Obispo. The intent of these meetings is to ascertain the operating characteristics of the proposed facility and any special operating conditions or methods that would influence the programming and design of the facility. This shall be the first step in developing the facility space validation program.

Management staff interviews: The management staff will help to identify RTA employees for the various functional areas and work with the project team in setting up user interviews and detailed tours of the functional areas. This will be the second step in validating the facility space program.

User group interviews: As part of the ongoing interviews, the team will meet with supervisors and lead personnel to understand the operational and functional requirements of the site. Members of the Design Team specializing in programming and functional requirements will interview personnel and gather information to validate space and equipment needs as currently defined in the Concept Plan. The team will generate equipment lists, design criteria and space needs for the offices and storage areas.

Operation observations: As a continuation of the user interviews, members of the Design Team will observe operations personnel during shift operations (i.e., early morning bus departures and mid-day shift changes) to better understand needs and identify current constraints that may prevent personnel from functioning at a peak level of production. This will require observations at the RTA's current facility located at 179 Cross Street. This is critical in identifying restrained performance due to space or equipment needs. Observations will also provide valuable input in the preparation of any alternative facility concept plans.

CEQA Mitigation Measures: On September 6, 2017, the RTA Board of Directors adopted the *RTA Bus Maintenance Facility* Initial Study / Mitigated Negative Declaration (MND) report. The MND report provides a summary of the 15 mitigation measures that must be incorporated into the project. It will be the Design Team's responsibility to incorporate those mitigation measures into the design and engineering of the project. The full report can be downloaded at http://www.slorta.org/wordpress/wp-content/uploads/RTA-Bus-Maint-Facility-IS-MND-Public-Review-20-Jul-2017-1.pdf. A Categorical Exclusion was subsequently granted by the FTA shortly thereafter.

2.2 Functional Criteria

The RTA initially defined the project in the Facility Siting Analysis report, which was presented to the RTA Board of Directors at its January 2015 meeting. The project was further refined in the MND report, which was certified by the RTA Board at its September 6, 2017 meeting. Members of the Design Team shall review and understand both reports, and subsequently

meet with operating personnel to validate the space and equipment needs that were previously assumed. This shall allow the Design Team to generate more detailed equipment lists, design criteria and space needs for the individual offices and storage areas.

2.3 Program Development

This sub-task consists of research and validation of the space program and operating requirements for each functional area in the proposed modular office building, such as office space, materials storage, bus parking, non-revenue vehicle parking, employee parking, landscaping and other operational needs.

Early on, the Design Team must review and understand all of the environmental Mitigation Measures certified by the RTA Board of Directors in the MND report, and each must be considered in all phases of the work. Below is a summary list of the 15 measures:

Preconstruction:

- CUL-1: Archeological Testing Program
- GEO-1: Conduct Geotechnical Investigation and Soil Remediation
- NOI-1: Construction Vehicle Travel Route
- NOI-4: Neighboring Property Owner Notification and Construction Noise Complaints, Plan Requirements and Timing, and Monitoring.

During Construction:

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

Post-Construction/Operations:

• AQ-3: Measures to Reduce Operational Idling Emissions

2.4 Validated Facility Program

Upon completion of the user interviews, the Design Team will prepare a detailed space allocation program identifying space requirements for major functions such as vehicle storage, employee amenities, and administrative spaces. Site spatial needs for requirements such as bus storage, fare retrieval, and employee parking will also be identified. The program will reflect specific code issues such as ADA compliance and applicable building codes. A program report to document proposed alternatives will be prepared and verified with RTA personnel during the design forum. The program will reflect the following:

- Definition of all functions to be provided at the site.
- Dimensional criteria for both horizontal and vertical directions.
- Definition of all rooms and spaces proposed for the building.
- Parking requirements for vehicle fleets including number of spaces and total area.
- Site operations requirements, including minimum turning radii, minimum distances between obstructions for turning, backing and parking.
- Offsite requirements such as turn lanes, acceleration/deceleration lanes, esplanades and identified utility extensions.

The product of this subtask deliverable will be input to a program manual that includes a draft space allocation program as a part of a document summarizing the information gathered during this task. The program manual, which is a flexible working document, will be submitted for RTA comment and concurrence.

2.6 Facility Needs Assessment Validation Report

Upon completion of the staff interviews, the Design Team shall prepare a detailed space program identifying space requirements for all functions such as vehicle storage, employee amenities, and administrative and operations spaces. Site spatial needs for requirements such as bus storage and employee parking shall also be identified. The program shall conform to specific and applicable building codes and laws such as ADA requirements. A program report to document any proposed alternatives to the assumptions presented in the Concept Report shall be prepared and verified with RTA personnel during the design charrette.

2.7 RTA Review

The RTA will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

TASK 2 DELIVERABLES:

• Program manual (space allocation program)

• Facility needs assessment report

TASK 3: CONCEPTUAL LAYOUTS

Task 3 shall begin the process of generating site and layout alternatives based on the information gathered during interviews and on the program manual. The layouts shall bring the program report to life and shall generate site and building layouts that shall be the foundation of the overall product.

3.1 Develop Conceptual Alternatives

The Design Team shall use the criteria presented in the program manual to prepare material flow diagrams depicting the movements of buses, equipment, automobiles, repair parts, materials and employees through the functional areas located onsite. The diagrams shall assist in developing individual site, building and functional area floor plans.

Using the information obtained in developing the program manual, the Design Team shall develop up to three alternatives covering site and building plans for the facility. Through discussion with RTA personnel, the Design Team shall develop alternatives that meet the RTA's criteria and expectations. The alternatives shall consider the site development boundaries, access to site and sight distances, location of utilities, parking, storage, and site mobilization.

3.2 Design Charrette

The design charrette shall incorporate appropriate personnel from the Design Team, RTA management staff and users, as well as representatives from the City. Through a proposed two-to three-day work session, the alternative plans developed in Subtask 3.1 shall be reviewed and evaluated. Plans considered workable by the charrette participants shall be further refined during the work session to establish a general consensus on the building layouts and site plans.

Early in the charrette process, the joint Design Team, including key members of the RTA management and consultant staff, shall identify and evaluate the immediate, short-term and long-term issues and desired improvements. Of particular interest is the future requirement that the RTA trend toward the use of Zero-Emissions Buses, which will likely include battery-electric drivetrains or hydrogen fuel cell electric drivetrains. This will influence the facility design, since we would likely need to recharge the bus batteries overnight while the buses are parked. There might also be the opportunity to include solar arrays, battery-based energy storage, or other sustainable energy production/storage on-site. No specific sustainable design level has yet been determined, so the Design Team should be prepared to discuss how any LEED or other goals would impact the overall costs/benefits of the project during the charrette process. The Design Team also shall brainstorm other potential improvements that may be considered in the planning process. During the process, the Design Team can review potential fast-track design, operational quality improvements and new methods and equipment. The format of the charrette is aimed at obtaining the necessary information for quality decision making.

The Design Team shall conduct the charrette exercise with RTA personnel, who shall jointly determine the direction of the project. Plans that the group considers to be workable shall be further refined. During the charrette, the joint Design Team shall consider all the immediate, short-term and long-term issues and desired improvements. It is important that all considerations be evaluated and programmed in the planning stages to account for the necessary infrastructure improvements in the designs.

The proposed plans shall be consistent with the overall immediate, short-range and long-range goals for the facility.

3.3 Presentations

Design Team personnel shall make presentations to RTA decision-makers to review the selected alternative as required. The selected participants and the Design Team shall review and discuss the alternatives and the reasons that led the charrette participants to the preferred alternative.

3.4 Conceptual Design Report

A conceptual design report shall be prepared to document the progression from the facility needs assessment report to the selected concept plans. The report shall include plans for meeting the 10-year program needs of the RTA.

3.5 <u>RTA Review</u>

The RTA will review the draft documentation and reports from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

TASK 3 DELIVERABLES:

- Material flow diagrams
- Alternatives covering site and building plans
- Facilitate design charrette
- Conceptual design report

TASK 4: SCHEMATIC DESIGN

The preferred alternative shall be further developed and the Design Team shall identify appropriate design criteria, costs and existing conditions that shall affect the design and construction of the facility. The Design Team shall generate schematic building and site plans identifying the building and site improvement issues. A cost estimate based on the schematic plans design shall be part of the overall schematic design submittal to the RTA.

At the initiation of schematic design, the Design Team shall begin investigations relating to the site and site conditions so the elements of the facility design that are dependent on soils/geotechnical information, utilities investigation, or accurate survey and mapping data shall be available to proceed in a timely manner.

4.1 Surveys and Mapping

Topographic, boundary, horizontal and vertical control surveys shall be necessary for the project. These surveys shall also locate and identify sources of power, water, communications and other utilities such as existing storm water, wastewater and natural gas lines. The most current existing property survey information on file shall be field checked and verified; any differences shall be provided in writing to the RTA. The data obtained from field surveys shall be used to develop soil, topographic, utility and base maps for the site. The surveyor shall also lay the grid and indicate soil-boring locations on the site drawings.

4.2 Phase II Geotechnical Investigation

Based upon the planned location of the new building and ancillary equipment, as well as the results of the Phase I geotechnical investigation described under Task 2, a Phase II geotechnical investigation program shall be developed for design review and approval. It is anticipated that the Phase II scope can be optimized and minimized as a result of the Phase I investigation. The Phase II scope may include additional soil borings at the locations of the planned structure. The Phase II subsurface investigation shall be made to determine soil characteristics at specific structure locations, depth to bedrock and foundation conditions for the final design of the structure(s). A complete analysis, study and written report of subsurface conditions and geotechnical design criteria shall be made by the consultant team and submitted to the RTA.

4.3 Utility Connections

Tie-ins to existing utilities within the project area, including drainage structures and those utilities that shall be required to provide service to the proposed facility, shall be identified, sized and located. Appropriate invert elevations on any drainage structures shall be verified or obtained in the field. Any proposed extension of utilities that would influence onsite development shall be investigated. Utility work shall be coordinated with the survey team to provide updated mapping and to verify any available utility as-built drawings.

4.4 Detailed Schematic Plans

The final conceptual design shall provide plans with sufficient detail to be able to show the building in relation to other physical features on the site. The plans shall have sufficient detail to provide information on the recommended location and sizes of:

- offices,
- hallways,
- conference rooms,
- driver training area,
- fare counting room,
- bus maintenance bays,
- employee break areas,
- dispatch areas,
- parts and equipment storage areas,

- maintenance clean room,
- major maintenance equipment,
- employee restrooms,
- general storage rooms,
- vehicle parking/storage,
- fueling area,
- bus washing area,
- building risers,
- vehicle circulation areas,

- server room(s),
- utility areas

Should the project require construction phasing, the Design Team will develop a construction phasing plan to minimize disruption to any ongoing RTA operations at the site.

4.5 Cost Estimates and Milestone Schedule

The Design Team shall provide schematic level cost estimates to quantify the future construction costs, by both initial and future phases, to implement all the desired improvements to the facility. Costs at the level are to be based on RSMeans' "Square-Foot Costs Methodology" for similar facilities in the general geographic area and verified through cost estimating, staff knowledge of the San Luis Obispo area, and FTA-required prevailing wages. The Design Team shall provide the RTA with a milestone schedule at this juncture. Should the project require construction phasing, the Deign Team will indicate the individual phases on the schedule.

4.6 Schematic Design Submittal

The final subtask shall be to prepare the final schematic design package for RTA review and approval. Five copies of the final schematic design submittal and one copy in electronic format shall be delivered to the RTA for distribution. The RTA shall receive a drawing package, a programming report and an order-of-magnitude cost estimate for the bus maintenance facility.

4.7 <u>RTA Review</u>

The RTA will review the schematic design submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

TASK 4 DELIVERABLES:

- Schematic building and site plans
- Topographic and boundary surveys
- Geotechnical report
- Schematic design submittal

- Schematic plans
- Cost estimate
- Milestone schedule

TASK 5: DESIGN DEVELOPMENT

Task 5 begins the final architectural and engineering design of the facility and the development of the detailing that will give the facility character and appearance. The plans and drawings prepared under this task shall be sufficiently detailed to define the construction of the individual spaces for the approved site plan and building layouts.

5.1 Final Design

The Design Team shall begin to finalize the design of various building systems through the investigation of alternative systems that may be more energy- or cost-efficient and that could be integrated into the project. Of particular interest is incorporation of electric vehicle (revenue

vehicle, support vehicle and possible visitor vehicle) charging, as well as solar power production. These systems are briefly described below.

Architecture

The project site is located along US-101. As such, it is important that the RTA's operations be suitably screened from passers-by. Overall, this work item shall identify the architectural treatment proposed for the building and shall provide a design that meets functional and aesthetic needs as well as applicable building codes, but shall enhance the surrounding area and create a positive visual impact to include energy conservation features.

Structures and Foundations

Information on alternative foundation, paving and related structural systems shall be assembled and evaluated. Existing soils information and soils data obtained during earlier tasks shall be reviewed. Local, state and federal codes, regulations and requirements shall be considered to recommend the best system for the existing conditions. Based on this information, foundation, paving and related structural systems shall be evaluated relative to the responsiveness to the building operation, the economic merit and the long-term durability.

HVAC

Alternative HVAC systems shall be evaluated for the new building. The design for the building should emphasize energy conservation to minimize annual HVAC costs by use of natural lighting, insulation, programmed thermostats, makeup air system, use of local unit heaters, spot heating by means of radiant panels or a combination of these methods.

Plumbing

Various piping systems shall be introduced in this project. Aside from conventional domestic hot and cold water systems and drainage systems for toilet/kitchen areas, certain specialty systems shall be considered. In addition, the proximity of the Water Reclamation and Resource facility might provide possible use of "purple pipe" water for landscaping and/or bus washing. The proximity of San Luis Creek also suggests the need for oil/water separators for discharging the drainage to the site system shall be required in the vehicle storage areas, as well as sand interceptors.

Electrical

Lighting systems shall utilize energy-efficient, high-intensity discharge light sources wherever practical; positioning must be considered to protect the nearby drive-in theater and Homeless Service Center users. Site power distribution systems and voltage levels shall be analyzed on the basis of site distribution requirements for the purpose of economical first costs and operating costs. The interior power distribution and communications systems design shall be based upon flexibility and economics, and possible solar panels to both generate electricity and provide weather protection for parked buses.

Life Safety Systems

The identification of requirements for life safety systems and the preliminary design of those systems shall be undertaken as part of this work item. Fire alarms systems shall be investigated and appropriate systems recommended for inclusion in the design. Other related work shall include coordination of alarm panels with emergency back-up power and two-way radio communications systems. All systems shall be designed in accordance with the all applicable codes and regulations including the ADA.

Site and Utilities

Work under this discipline shall include the development of site geometry, the preparation of contractor drawings for access points, site grading, pavement design, utilities, drainage, fencing/gates, curbing and connections to existing utilities. The site drawings shall present placement of curbs, driveways, right of way easements (including for the future Prado Road Overpass), street improvements, fencing, gates and other security and safety features. Utility coordination, connection and interface shall be an important aspect of this subtask.

5.2 Design Development Documents

The following is a preliminary listing of the work items to be developed in the design development task:

- horizontal and vertical control (all conveyance types)
- grading plans
- site plans
- utility plans
- foundations
- elevations and cross-sections
- landscape
- structural
- architectural
- mechanical (HVAC) plans

- plumbing plans
- electrical schematic plans
- equipment layouts
- details
- landscape
- civil
- specialties
- finishes
- life safety
- security
- communication

5.3 Outline Specifications

In addition to the plans and drawings provided under this task, outline specifications for systems and equipment shall be developed for review by the RTA. The outline specifications prepared shall illustrate materials proposed for use, interior finishes, applicable codes and standards and methods of construction. Any long-lead items shall be identified, together with alternates, at this time.

5.4 Photo Simulation/Perspective

The Design Team shall develop building elevations and photographic simulations of the appearance of the building, berm/landscape screening and parked buses as it would be viewed

from US-101. This will be provided in both electronic format and five paper copies for RTA review.

5.5 Cost Estimates

During design development, the Design Team shall prepare a construction cost estimate in conjunction with the writing of the outline specifications. The cost estimate shall contain an itemized list of the major methods, materials, and items used in the design. The cost breakdown shall be presented by specification section using the Construction Specifications Institute (CSI) format. The estimate shall take into consideration an anticipated cost escalation over the life of the specific contract, current prevailing wage rates, materials availability and market conditions, restricted work conditions, and other pertinent factors.

5.6 Schedule

The Design Team shall develop and provide the RTA, in critical path format, a detailed project schedule to reflect the status of the project and ensure the delivery of construction documents on schedule.

5.6 RTA Review

The RTA will review the design development submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing future tasks.

TASK 5 DELIVERABLES:

- Design development drawings
- Outline specifications
- Cost estimate
- Project schedule

TASK 6: CONSTRUCTION CONTRACT DOCUMENTS

Task 6 shall include the completion of all construction specifications and plan in conformance with the previously approved preliminary design plans that shall permit construction contractors to bid competitively.

The RTA closely follows the construction bidding documents used by the County of San Luis Obispo, and will be similar to the documents recently prepared for the RTA Bus Parking Facility in Paso Robles project (published on August 21, 2017; electronic copies available upon request). The County's contract documents are similar to those used by Caltrans.

Continuous coordination with the RTA shall be maintained throughout the design phase to reduce time required for detailed reviews. Milestone reviews shall be scheduled at 60 and 90 percent completion; however, the continual coordination mechanisms in place shall allow the Design Team to continue work as the documents are being reviewed.

6.1 Contract Documents

Contract bid documents shall provide complete descriptions of work involving the architectural, civil, structural, mechanical, electrical, special systems, interior design, landscaping components and all other drawings noted in the design development task of the proposed improvements. The documents shall describe, locate and dimension, as well as give the physical properties, workmanship requirements, performance characteristics and other pertinent information relating to each component. Any required construction methodology and sequencing as well as special provisions due to phasing requirements shall be described. Contract drawings, specifications, cost estimates and project schedules shall be submitted at the 60 and 90 percent completion points for RTA review and approval.

The design disciplines are described below:

- Architectural and interior design: This task shall provide a design that meets the facility's functional and aesthetic needs, as well as applicable national, state and local building codes, and the ADA. The drawings shall present security, building maintenance, graphics and future flexibility, and reflect a sensitivity to the proposed location of the facility. These work elements culminate in the preparation and completion of the final architectural contract drawings.
- Site, civil and utility design: Work under this discipline completes the development of site geometry, the preparation of contract drawings for access points as they interface within the master plan of the area, site grading, pavement design, utilities, drainage, fencing, and connections to existing utilities. The site drawings shall present placement of curbs, driveways, street improvements, fencing, gates and other security and safety features. A detailed parking plan by vehicle type (35-, 40- and 45-foot heavy-duty bus, cutaway van, staff car, and employee car) will be provided that includes large vehicle movement limitations using AutoTURN or a similar software package.
- Landscape design: The materials that shall be selected to landscape the perimeter of the complex shall be chosen to ease the visual impact of the hard surfaces of the facility and present a pleasing appearance, particularly as it pertains to the site's location along US-101.
- Geotechnical design: Soils and subsurface information shall have been completed, reviewed and evaluated to design foundations requiring special consideration during construction. Recommendations on foundation types, as well as bearing capacity and settlement characteristics of the soil contained in the subsurface investigation report, shall be utilized to design foundations for the building, ancillary equipment and paving systems.

- Structural engineering: This discipline shall present the building's structural system based upon applicable codes and site conditions. The facility's design shall meet all applicable codes, regulations and requirements for fire and safety.
- HVAC and energy conservation systems: Work under this discipline shall include the finalization of the design for heating, ventilating and air conditioning for the building based upon applicable codes.
- Electrical engineering: Electrical design work shall include finalization of power, communication, computer networking, and lighting requirements and design of an efficient electrical distribution system for a new building. In particular, a detailed lighting plan shall be provided that depicts lighting type, areas of illumination and light intensity as it relates to nearby sensitive receptors. Other related work shall include design for fire alarm systems, life/safety, emergency power, security and communication systems. The work shall include power and electrical requirements for the HVAC system and other mechanical systems.
- Specifications: Specifications for the entire facility shall be developed following the CSI format. A set of construction specifications, together with the standard bidding and contract documents, general conditions and special provisions shall be prepared. Where applicable, standard specifications shall be utilized particularly for the site work items. The general conditions shall include standard contract provisions required by the RTA. In addition, long-lead items shall be identified within this scope.

6.2 Construction Cost Estimates and Schedule

During site design, complete construction estimates shall be prepared and submitted to the RTA for each scheduled submission in conjunction with the writing of the contract specifications. Each cost estimate shall contain an itemized list of materials and methods used on the project, along with the associated unit and installation costs. The estimates shall be based upon standard bid items and formats and shall be used as a standard against which all bids shall be evaluated. A detailed construction schedule, in critical path format, shall be developed and provided to the RTA to assist in controlling the construction schedule and budget.

6.3 Permitting and Review

The Design Team shall review the design with the RTA and other agencies having jurisdiction to obtain the necessary development permits for the project. The design shall also be reviewed with suppliers of utility services to develop the construction documents and obtain permits. The Design Team consultant shall coordinate and furnish documentation required for approvals, permits, utility service and connections, and the relocation of existing utilities and other facilities. The Design Team shall submit the construction documents to the City of San Luis Obispo planning and building departments, the APCD, and the Regional Water Quality Control Board. In addition, the Design Team will assist the RTA in developing documents necessary to

obtain a Conditional Use Permit from the City of San Luis Obispo. Following receipt of comments from the various reviewing agencies, the Design Team shall make all necessary revisions to the documents in order to receive the permit approvals.

6.4 <u>RTA Review</u>

The RTA will review the contract documents submittal from the Design Team and provide comments for incorporation into the final documents prior to authorizing that the project be let for bidding.

TASK 6 DELIVERABLES:

- 60 and 90 percent contract document review packages that include:
 - o Drawings
 - o Specifications
 - o Cost estimate
 - Project schedule

TASK 7: CONTRACTOR BIDDING AND AWARD

The Design Team shall assist RTA staff in developing a proposal format by which all contractors shall comply in order to facilitate ease of review by the RTA of the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses (provided by the RTA)
- Fees
- Personnel/experience
- References for similar size projects
- Miscellaneous, including firm history, background, and other pertinent info

7.1 Bid Phase Services

The Design Team shall provide the following services should it be determined that the project shall be bid, either in whole or in part, to obtain the most competitive pricing.

- Pre-bid conferences: Schedule and conduct contractor pre-bid conference and site visit.
- Long-lead items: Identify items with long lead times and propose alternates for consideration.
- Respond to questions: Answer questions raised by prospective bidders regarding the contract documents at the pre-bid conference and during the bidding period.

- Addenda: Prepare addenda to the contract documents, as required.
- Review bids: Review contract bids for conformance with the contract drawings and specifications, and evaluate bids and make recommendation of contract awards.
- Analyze substitutions: Analyze substitutions request and recommend disposition.

TASK 7 DELIVERABLES:

- Minutes of pre-bid meeting
- Log of contractor questions and responses
- Addenda
- Bid analysis and recommendation

TASK 8: CONSTRUCTION PHASE SERVICES

During the construction phase, the Design Team shall provide the following services to assist with the completion and occupancy of the new facility.

8.1 Shop Drawings Review

The Design Team is responsible to coordinate through the general contractor creation of and review and approval of shop drawings, erection drawings, requests for substitutions, samples, manufacturer's specifications and catalog cuts submitted by the contractors as required by the contract documents. Reviews shall be completed within two weeks of the submission.

8.2 Consultation

Throughout the construction phase, the key members of the Design Team shall provide consultation on the RTA's behalf to the contractor's project manager on a continuing basis. At a minimum, the Design Team shall provide qualified personnel to provide and document the following specialized services related to the RTA's CEQA construction-related mitigation measure obligations as listed below:

During Construction:

- AQ-1: Measures to Reduce Fugitive Dust During Construction
- AQ-2: Measures to Reduce Construction Equipment Emissions
- BIO-1: Nesting Birds
- BIO-2: Invasive Plant Species
- CUL-2: Monitoring by Qualified Archaeologist
- CUL-3: Unanticipated Discovery of Human Remains
- NOI-2: Construction Activity Timing
- NOI-3: Construction Equipment Best Management Practices (BMPs)
- TCR-1: Native American Monitor
- TCR-2: Unanticipated Discovery of Tribal Cultural Resources

8.3 Attend Construction Meetings

The Design Team's project manager, project architect or other key members shall attend regularly scheduled construction meetings during the construction period.

8.4 Requests for Information

The Design Team shall provide, as needed, investigation of and consultation on anticipated problems or conditions encountered during construction; preparation of supplementary sketches for resolution thereof; review of construction engineering proposals submitted by the contractor; and interpretation of plans and specification requirements. All RFIs shall be requested and answered in writing with a copy forwarded to the RTA.

8.5 Periodic Observations

Key members of the Design Team shall visit the site on a regular basis to observe construction activity, document observations, and to determine if the project is being constructed consistent with the design. They shall promptly advise the RTA of any discrepancies. If anyone within the Design Team becomes aware of any defect in the work or becomes aware of any work that is not being performed in accordance with the construction documents, they shall provide immediate written notification to the RTA and the general contractor.

8.6 Equipment Testing and Startup

The Design Team shall review selected items of equipment to be installed as part of the project. Manufacturer's specifications and catalog cuts submitted by the contractor and suppliers shall be reviewed for compliance with the specifications. Further, experienced Design Team staff members shall provide assistance during testing of equipment and recommend final acceptance.

8.7 Final Inspections and Certificate of Occupancy

A pre-final inspection shall be conducted in conjunction with the RTA to assist in developing a punch list of work items required to complete the project. Upon completion of the punch list items, a final inspection shall be performed. If a final Certificate of Occupancy is received, move-in may occur at the RTA's discretion. If a temporary Certificate of Occupancy is received, then the final inspection by the Design Team shall be postponed until corrective work is completed.

8.8 Construction Management and Inspection Duties

The Design Team shall provide a construction manager/inspector to monitor the daily progress of the contractor(s) onsite. The duties of the inspector shall include the following:

• Review all the contractor's pay requests, change orders, field orders, claims for additional time and other such data and take appropriate action on behalf of the RTA.

- The construction manager shall recommend the rejection of all work observed by the Design Team personnel during the above site inspections that, in its opinion, does not conform to the contract documents.
- Conduct a punch list walk-through prior to signing off on the Certificate of Substantial Completion for the structure and site improvements. The punch list shall identify all work items that must be corrected or completed.
- Produce field observation reports.
- Maintain a submittal log.
- Maintain a daily progress log, including weather observations.
- Maintain record drawings.

8.9 Facility Maintenance Plan

The Design Team will prepare a preventive maintenance plan for the new facility that shall identify the maintenance requirements of all building components, systems and equipment that need to be maintained on a regular basis and the frequency of maintenance required. Specifically the work includes the following:

- Identifying all building components, systems and equipment requiring maintenance.
- Reviewing the list of items identified above to determine the availability of resource data for each item.
- Reviewing all available resource data, including the O&M manuals, installation manuals, shop drawings, warrant information, product data and nameplate information.
- Identify all periodic inspection and maintenance requirements for each item.
- Develop detailed facility maintenance standards and procedures, which shall clearly define maintenance personnel responsibilities.
- Develop a work order system to effectively monitor preventive maintenance activities.
- Identify maintenance task intervals to provide a basis for a facility maintenance master schedule, which can be incorporated into the Ron Turley Associates maintenance software program.
- Provide all of the above-described items in an organized facility maintenance system operating manual.

• Provide onsite startup assistance and training to familiarize maintenance personnel with the system.

8.10 Warranty Review

Eleven months after substantial completion (and one month before the end of the one-year warranty period expires), the Design Team shall conduct a warranty inspection for the purpose of identifying any items of work that need to be corrected under the warranty. The Design Team shall work with the RTA as required to ensure that the work is corrected in a timely manner. A warranty review report that details the method of inspection, findings and recommended actions will be provided to the RTA.

TASK 8 DELIVERABLES:

- Shop drawing review log
- RFI response log
- Construction meeting minutes
- Field observation reports

- Preliminary and final punch lists
- Certificate of occupancy
- Facility maintenance plan
- Warranty review findings report

SECTION IV – GENERAL INFORMATION

A. GENERAL INSTRUCTIONS

- 1. In submitting a proposal, vendors must comply with the performance criteria as set forth in the following instructions. All submittals will be reviewed thoroughly prior to any selection to determine if vendors have met all criteria in these submittal conditions. It is essential that vendors read each of the sections carefully and take action where necessary.
- 2. Where the word "RTA" is used in these instructions, reference is made to the San Luis Obispo Regional Transit Authority. The words "submittal", "offer", "contract proposal", and "proposal" are synonymous, and it is understood that once the RTA accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
- 3. The award of a contract or contracts under this Request for Qualifications (RFQ) will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFQ will be subject to negotiation. A Design Team Selection Committee will review and screen proposals. Vendors submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be judged upon criteria presented in Sections V and VI of this RFQ.
- 4. The RTA may consider submittals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
- 5. The RTA reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
- Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFQ. The RTA reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.

B. LIMITATIONS

This Request for Qualifications does not commit the RTA to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFQ, or procure or contract for services. The RTA reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with qualified sources, or to cancel in part or in its entirety this RFQ if it is in the best interests of the RTA. The contents of the proposal submitted by a vendor may become a contractual obligation if a contract ensues.

C. PROTESTS

The RTA's policy and procedure for the administrative resolution of protests is set forth in Chapter VII Bid Protest Procedures of the RTA Purchasing Policy amended on January 6, 2016. The Purchasing Policy contains rules for the filing and administration of protests, and is available on RTA's website at <u>http://www.slorta.org/wordpress/wp-</u> <u>content/uploads/RTAPurchasingPolicy01-06-2016.pdf</u>. The RTA shall furnish a paper copy of the Purchasing Policy upon a request for this solicitation.

D. DEVIATIONS

Vendors will provide the RTA with any suggested deviations to the Agreement and Conditions, and the Scope of Services. If deviations exist, negotiations on specific items will precede any award or contract. Deviations must be submitted at the time of response to the proposal.

E. VENDOR STATUS

- 1. All firms doing business with the RTA shall be in compliance with the RTA's insurance requirements included in Attached One Insurance Requirements.
- 2. All firms doing business with the RTA shall be in compliance with the Federal requirements included in Attachment Two Federally Required Contract Clauses.

F. DISADVANTAGED BUSINESS ENTERPRISES

The RTA's FY17-18 through FY19-20 Disadvantaged Business Enterprise (DBE) Plan can be downloaded at <u>http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf</u>. The bidder should consider the following when developing its submittal documents:

- 1. The RTA's Disadvantaged Business Enterprise policy authorizes the implementation of a Disadvantaged Business Enterprise Program with the Department of Transportation, United States of America, for all grant applications under the Federal Transit Act, as amended. It is the policy of RTA that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of projects financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to the Agreement.
- 2. The RTA and its Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the

Agreement. In this regard, all recipients or Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The RTA and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3. Any questions about DBE participation or good faith efforts should be directed to Tania Arnold, Chief Financial Officer/Director of Administration, at <u>tarnold@slorta.org</u>. Ms. Arnold also serves as the RTA Civil Rights Officer. The RTA recommends vendors address DBE participation or its good faith effort at least two weeks prior to RFQ closing.

G. FEDERAL REGULATIONS CONFORMANCE

Contractor is bound by the same terms and conditions of applicable federal regulations that are imposed on the RTA for proper administration of this project.

H. VENDOR RESPONSIBILITY

- 1. Should Vendor find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Vendors of such discrepancy, if any, and of any changes.
- 2. The Vendor is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. The RTA reserves the right to examine all factors bearing on a Vendor's ability to perform the services under the Agreement.
- 3. The proposal and all other accompanying documents or materials submitted by a Vendor will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section I. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section I.

I. THE AGREEMENT

The Agreement, along with the Insurance Requirements for Consultants and Additional Contract Conditions, the Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful vendor will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

J. DEBARMENT CERTIFICATION

By submitting its bid, the Vendor certifies that it is not included in the U.S. General Service Administration's list of ineligible Contractors.

SECTION V – FORMAT OF SUBMITTALS

Vendor should submit four printed and one digital copy of its proposal in the format outlined below. This format will assist the RTA in evaluating the proposals. The package should clearly reflect this RFQ name, the contents of the package, and the firm's name and information in the following order:

A. INTRODUCTION

- 1. Include a cover letter signed by an agent of the firm authorized to submit the proposal. The cover letter should include the name(s) and phone number(s) of the key personnel for the vendor for all products and services that are proposed.
- 2. Table of Contents should include a clear identification of the material by section and page number.

B. PROFILE OF THE FIRM

- Give a brief history of the company, including organizational chart. State whether the firm is local, regional, national, or international and how long the company has been in existence, as well as how long the company has provided the kinds of services requested in this RFQ. Give the location of the office that would be responsible for servicing this project. Indicate how long this office has been in existence and the number of employees in this office.
- 2. To evaluate the vendor's financial capacity the vendor must submit a copy of the company's year-end audited financial statements for 2014, 2015 and 2016. The company should submit three credit references and any other information that may be relevant as evidence of sufficient operating reserves and financial stability. Alternately, submission of the two most recent completed tax returns may be submitted as acceptable documentation concerning the vendor's financial capacity. To the extent allowed by law, any and all financial information submitted in response to this procurement will remain confidential. All financial information will be submitted in a separate envelope clearly marked with the vendor's name and the words "Confidential Financial Information."
- 3. Provide a list of at least three current customers that have acquired and installed the same or similar products or services as those being proposed for the RTA.
- 4. Provide the lead firm's and each subcontractor's California State Licensing Board number. This information will be used by the RTA for obtaining a California Department of Industrial Relations project number as it relates to required certified payroll submittals.

C. PROJECT APPROACH

Summarize your approach and understanding of the project and any special considerations of which the RTA should be aware. Indicate clearly the levels of participation you will expect from RTA staff in the fulfillment of the contract.

The contents of this section shall be determined by the vendor, but should demonstrate an understanding of the special characteristics of the project.

The vendor shall outline the proposed approach to the project including a proposed work program and schedule based on the scope of work. This description must indicate:

- 1. Tasks proposed to be completed to meet project objectives.
- 2. Proposed work products for each task.
- 3. Proposed meetings with staff, advisory bodies, etc.
- 4. The time required to initiate and complete each task.
- 5. An estimate of the time required from the Notice to Proceed through project completion.
- 6. Samples of graphic layouts representative of those to be included in this project.

Exceptions to the requirements of the RFQ should be clearly delineated in this section.

The information in this section will aid the RTA in the refinement of the scope of work during contract negotiations. In addition, you are invited to include a maximum of two (2) pages of information not included, nor requested in this RFQ, if you feel it may be useful and applicable to this project. However, these two pages count toward the proposal size limitation discussed below.

The RTA expects each proposer to be succinct and economical in developing its proposal package. As such, the proposal package is *limited to no more than twenty-five (25) pages*. Each letter-sized page should be doubled-side, and no less than single-spaced lines nor smaller than size 12 font will be permitted. Each 11" by 17" double-side page counts as four letter-sized pages.

It should be noted that the RTA is requiring submittal of various certifications as part of the proposal process. The following documents do not count toward the 25-page maximum; only one original copy of the following documents must be submitted:

- 1. Attachment A: References
- 2. Attachment B: Designated Contacts List

D. STAFF QUALIFICATIONS AND RELATED EXPERIENCE

This section should demonstrate the qualifications of all professional personnel to be assigned to this project by providing resumes/experience summaries describing their education, credentials, related experience and their proposed roles for this contract.

Note: Consultant may not substitute any member of the project team without prior written approval of the RTA.

If your firm intends to subcontract any of the services required under this RFQ it should be discussed in this section. Detailed information for each subcontractor must be provided. Note: No work may be subcontracted, nor assigned, without prior written approval of the RTA.

Include descriptive information concerning the experience of the firm. Include information about previous projects that might be comparable, including the size and type of projects and the scope of services provided. In addition, provide references in Attachment A for the four (4) most comparable projects for which your firm has provided, or currently is providing, similar services.

List the projects in reverse chronological order and provide the following information for each project:

- 1. Brief description and type of study (SRTP, COA, etc.)
- 2. Name of agency and study location
- 3. Name of agency contact person and telephone number
- 4. Your firm's specific involvement (i.e., primary consultant, sub-consultant, etc.)
- 5. The actual construction cost vs. cost estimate
- 6. The percentage of actual design/engineering costs to actual construction costs
- 7. Status of completion

E. ADDITIONAL DATA

Vendor shall as part of their proposal affirm that they have read and understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services. The vendor shall also affirm that they have read and agree to indemnity language in the Agreement. Vendor agrees to furnish the RTA with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.
SECTION VI – CONSULTANT SELECTION PROCESS

A. SUBMITTAL DEADLINE

Only those submittals received by the submittal deadline on or before June 20, 2018 at 4:00 p.m. (PST) will be evaluated by the Selection Committee.

B. RESPONSIVENESS CRITERIA

- 1. Submittal meets the RTA deadline.
- 2. Organization of submittal. Submittals submitted as required in the "Format of Submittals", Section V.
- 3. Completeness of submittal. All required forms, questionnaires and information are complete, signed and dated.

C. EVALUATION CRITERIA

The RTA intends to use a Best Value method to determine which firm's abilities is most advantageous to meeting the agency's goals for this project as determined by a Design Team Selection Committee. The selection of the Contractor will be qualification-based in accordance with the Brooks Act. Under this procedure, a vendor submits only a technical submittal outlining its qualifications and experience applicable to this solicitation. The vendor does not provide cost data. Following the technical evaluation process, the RTA will select the highest ranked Contractor for contract negotiations.

For work for which hourly billing is appropriate, the RTA and the Contractor will negotiate rates before the contract is executed. The Contractor will be required to submit its audited overhead rate. Following contract execution, the RTA and the Contractor will negotiate a final scope of work and a fee for each task order. For any task order for which an agreeable scope and fee cannot be reached, the RTA will accomplish each task by other means.

Selection of the successful Contractor shall be generally based on the information provided by the vendor in response to the Request for Qualifications and any subsequent interviews that may be conducted. Interviews will be held solely at the option and discretion of the RTA. The process for selection shall occur in the following sequence:

- 1. Review Submittals
- 2. Establish a "short list" of two or more firms
- 3. Interview "short-listed" firms (at the option and discretion of the RTA)
- 4. Identify best qualified firm
- 5. Determine which, if any, alternates will be selected, and negotiate a fee

6. Award contract

A project Selection Committee has been formed to evaluate the submittals and to make recommendation to the RTA Board. This committee consists of representatives from the RTA and stakeholders. Names of the Selection Committee members will not be released prior to the time of interviews.

The Selection Committee will review the submittals for format to ensure conformance with the requirements of the RFQ and may select finalists to interview with the Committee as a part of the Committee's evaluation process. The RTA does not guarantee that an interview will take place, thus reserving the right to select a consultant based solely on the information provided in the submittals received in response to the RFQ. Should an interview take place, the key personnel responsible for fulfilling the requirements of the project shall be required to be present for the interview.

The Selection Committee will address the following criteria in evaluation of submittals in order to gauge the ability of a consultant to perform the contract as specified. The same general criteria will be used to judge both the submittal and the presentation, should the RTA choose to conduct interviews with short-listed firms.

Criteria	As Demonstrated By:	Weight of Criteria
Merit of Submittal/Presentation	 Submittal, thoroughness and approach Demonstrated understanding of project and requirements 	35
Firm Qualifications and Expertise	Staff qualificationsAdequacy of staff to perform the work	30
Record of Past Performance	 References Ability to work effectively with the RTA, other public agencies and the public Demonstrated ability to complete work tasks within project timelines and overall project budgets 	35

Prior to the award of contract, the RTA must be assured that the vendor selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with the skills required, equipment/materials and financial resources sufficient to

provide services call for under this contract. If, during the evaluation process, the RTA is unable to assure itself of the vendor's ability to perform under the contract, if awarded, the RTA has the option of requesting from the vendor, any information that the RTA deems necessary to determine the vendor's capabilities. If such information is required, the vendor will be notified and will be permitted seven (7) working days to submit the requested information.

The successful firm will be required to execute a service agreement with the RTA. A Draft Agreement has been included in this RFQ to alert vendors to the provisions generally found in RTA contracts. The Draft Agreement may be altered from the enclosed form at the discretion of the RTA and without notice to consultant prior to award of contract. The RTA does not guarantee that the Final Agreement will duplicate the enclosed Draft Agreement.

RFQ CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for qualifications.

Write "yes" on the blank space if you have included those items for submittal of your RFQ

 Contractor's Relative Experience/Reference Form (Attachment A)
 Contractor's Designated Contact List (Attachment B)
 Receipt of Addenda Form (if issued)
 Technical Information Relative to RFQ
 Financial Information in a separate envelope clearly marked with the firm's name and the words "Confidential Financial Information"
 Confirmation of agreement to Insurance requirements as outlined in (Attachment One)
 DBE Utilization / DBE Participation Schedule form provided in Attachment Two
 Lobbying Restrictions form provided in Attachment Two

ATTACHMENT A REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1.	Project Description:	
	Contract Amount:	
	Contract Execution & End:	_through
	Transit Agency and Location:	
	Contact Name & Telephone Number:	
2.	Project Description:	
	Contract Amount:	
	Contract Execution & End:	_through
	Transit Agency and Location:	
	Contact Name & Telephone Number:	
3.	Project Description:	
	Contract Amount:	
	Contract Execution & End:	_ through
	Transit Agency and Location:	
	Contact Name & Telephone Number:	

NOTE: It is important that this sheet be completed and submitted with your submittal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

ATTACHMENT B DESIGNATED CONTACTS LIST

Vendors are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

<u>VENDOR</u>

Geoff Straw

San Luis Obispo RTA

179 Cross Street, Suite A

San Luis Obispo, CA 93401

(805) 781-4465

gstraw@slorta.org

ATTACHMENT C

SAN LUIS OBIPO REGIONAL TRANSIT AUTHORITY SAMPLE PROFESSIONAL SERVICES AGREEMENT WITH

AGREEMENT NUMBER

This "Agreement" is made as of this day of ______, 2018, by and between the San Luis Obispo Regional Transit Authority ("RTA" or "Purchaser") and "______" ("Contractor").

RECITALS

A. The RTA desires to retain a qualified and committed professional architectural firm or team of firms to provide design and engineering services for the RTA Bus Maintenance Facility Project.

B. The RTA desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Contractor represents to the RTA that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to the RTA in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, the RTA and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to the RTA the services described in Exhibit A ("Scope of Services") Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. The RTA shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in this Agreement. Contractor shall submit monthly statements to the RTA which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts set forth in this Agreement.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall the RTA be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of ______. The RTA's Chief Financial Officer is authorized to pay all proper claims.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of the RTA for inspection at any reasonable time.

c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow the RTA access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless the RTA, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of the RTA.

5. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the RTA's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the RTA notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the RTA as a material breach of this Agreement by Contractor, whereupon the RTA shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the RTA pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to the RTA under this Agreement. Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of the RTA, in the RTA's sole and absolute discretion. Contractor agrees that the RTA shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. TERMINATION

a. This Agreement may be terminated by the RTA at any time by giving Thirty (30) days written notice to the Contractor of its intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to the RTA an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the AVL system has been installed, Contractor shall provide a working installation and configuration of the AVL system to the RTA within Thirty (30) days of the termination date. The RTA shall pay Contractor for any services for which compensation is owed; provided, however, the RTA shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to the RTA all

documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of the RTA without additional compensation to Contractor.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

RTA Representative:

Geoff Straw San Luis Obispo RTA 179 Cross Street, Suite A San Luis Obispo, CA 93401 (805) 781-4465 gstraw@slorta.org

Contractor Representative:

9. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of the RTA. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the RTA for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in this Agreement, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

The RTA and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A – Scope of Services.

13. MISCELLANEOUS

a. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. <u>Modification</u>. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. <u>Compliance with Laws</u>. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at <u>www.dir.ca.gov</u>) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. <u>Governing Law; Venue</u>. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. <u>Conflict of Interest</u>. The RTA's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the RTA's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the RTA determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) Cause these individuals to file with the RTA's Representative the "assuming office" statements of economic interests required by the RTA's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the RTA Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the RTA's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The RTA may withhold all or a portion of any payment due under this agreement until all required statements are files.

f. <u>Waiver of Rights</u>. Neither the RTA acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. <u>Ownership and Use of Property Rights</u>. Unless otherwise expressly provide herein, all original works created by Contractor for the RTA hereunder shall be and remain the property of the RTA. Contractor agrees that any patentable or copyrightable property rights, to the extent created for the RTA as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. <u>Incorporation of attachments and exhibits</u>. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. <u>Dispute resolution</u>. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the RTA Deputy Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the RTA Deputy Director shall be final and conclusive unless within ten working (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to the RTA Executive Director. The determination of such appeal by the Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Executive Director's decision.

The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

14. ACCESSIBLITY REQUIREMENTS

In addition to those requirements set forth in Subsection 13(C), the RTA requires that all RTA telecommunication services, websites and web-based applications and

services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at http://access-board.gov/sec508/standards.htm.

15. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the RTA that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONSULTANT: Name of Firm: TYPE OF BUSINESS ENTITY (check one):	SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY
Individual/Sole Proprietor	Ву:
 Partnership	Geoff Straw RTA Executive Director
Corporation	APPROVED AS TO FORM:
Other (please specify:)	
Signatures of Authorized Persons:	RTA Counsel
Ву:	ATTEST:
Print Name:	
Title:	RTA Clerk
Ву:	
Print Name:	
Title:	
Taxpayer I.D. No	

Attachments:

- Attachment One Insurance Requirements for Agreements for Professional Services
- Attachment Two Federally Required Contract Clauses
- Exhibit A Scope of Services
- San Luis Obispo Regional Transit Authority Request for Qualifications
- Contractor's Submittal
- Supplemental Questions/Clarifications
- Contractor's Response to Supplemental Questions/Clarifications
- Contractor's Best and Final Offer

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-VI or otherwise acceptable to the RTA.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2.	Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the RTA for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

- 1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the RTA in accordance with the policy provisions.
- 2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by the RTA shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. The San Luis Obispo Regional Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- **C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish the RTA with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the RTA before work commences and must be in effect for the duration of the contract. The RTA reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

- 1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
- 2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
- 3. Self-insured retentions above \$10,000 must be approved by the RTA. At the RTA's option, Consultant may be required to provide financial guarantees.
- 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
- 5. The RTA reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT TWO FEDERALLY REQUIRED CONTRACT CLAUSES

2-1 ACCESS TO RECORDS AND REPORTS

- <u>Record Retention</u>. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- <u>Retention Period</u>. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3)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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- 3. <u>Access to Records</u>. The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4. <u>Access to the Sites of Performance</u>. The CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.
- 2-2 <u>BONDING REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-3 <u>BUS TESTING (Not Applicable to This Procurement)</u>
- 2-4 <u>BUY AMERICA REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-5 <u>CARGO PREFERENCE REQUIREMENTS</u> (Not Applicable to This Procurement)
- 2-6 <u>CHARTER SERVICE</u> (Not Applicable to This Procurement)

2-7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CONTRACTOR agrees:

- 1. It will not use any violating facilities;
- 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3. It will report violations of use of prohibited facilities to FTA; and

 It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

2-8 CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The RTA is an Equal Opportunity Employer. As such, the RTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the RTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- <u>Nondiscrimination</u>. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seg., 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 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.
- 3. <u>Age</u>. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

4. <u>Disabilities</u>. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

2-9 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the RTA deems appropriate, which may include, but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages; and/or
- 4. Disqualifying the CONTRACTOR from future bidding as non-responsible.

Further, RTAs must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the RTA makes to the prime contractor. Finally, for contracts with defined DBE contract goals, each FTA RTA must include in each prime contract a provision stating that the CONTRACTOR shall utilize the specific DBEs listed unless the CONTRACTOR obtains the RTA's written consent; and that, unless the RTA's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

As an additional resource, RTAs can draw on the following language for inclusion in their federally funded procurements.

<u>Overview</u>

It is the policy of the RTA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the RTA to:

- 1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- 2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- 3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- 4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- 5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

- 6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- 7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CONTRACTOR must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The RTA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the RTA may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the RTA.

Contract Assurance

The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the RTA deems appropriate.

DBE Participation

For the purpose of this Contract, the RTA will accept only DBE's who are:

- 1. Certified, at the time of bid opening or proposal evaluation, by the California Department of Transportation; or
- An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- 3. Certified by another agency approved by the RTA.

DBE Participation Goal

The DBE participation goal for this Contract is set at 5.1%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 5.1% of the total Contract price. Failure to meet the stated goal at the time of proposal submission may render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

- A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- 2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other

information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the RTA.

- 3. An original **DBE Letter of Intent** (see below) from each DBE listed in the **DBE Participation Schedule**.
- 4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the RTA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the RTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

- Documented communication with the RTA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- 2. Pre-bid meeting attendance. At the pre-bid meeting, the RTA generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
- 3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- 4. Written notification to DBE's encouraging participation in the proposed Contract; and
- 5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- 1. The names, addresses, and telephone numbers of DBE's that were contacted;
- 2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- 3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the RTA.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. In determining whether a Bidder has made good faith efforts, the RTA may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average

DBE participation obtained by other Bidders, the RTA may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the RTA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the RTA's Civil Rights Officer. The RTA Civil Rights Officer will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The RTA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The CONTRACTOR shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the RTA's prior written consent. The RTA may provide such written consent only if the CONTRACTOR has good cause to terminate the DBE firm. Before transmitting a request to terminate, the CONTRACTOR shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The CONTRACTOR shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the CONTRACTOR shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the RTA in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Sanctions for Violations section below.

Continued Compliance

The RTA shall monitor the CONTRACTOR'S DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, **it will be the responsibility of the CONTRACTOR to submit quarterly written reports to the RTA that** summarize the total DBE value for this Contract. These reports shall provide the following details:

- 1. DBE utilization established for the Contract;
- 2. Total value of expenditures with DBE firms for the quarter;
- 3. The value of expenditures with each DBE firm for the quarter by race and gender;
- 4. Total value of expenditures with DBE firms from inception of the Contract; and

5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the RTA Civil Rights Officer. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

- The RTA to have access to necessary records to examine information as the RTA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
- The authorized representative(s) of the RTA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the CONTRACTOR relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- All data/record(s) pertaining to DBE shall be maintained as stated in Section 2-1 ACCESS TO RECORDS.

Sanctions for Violations

If at any time the RTA has reason to believe that the CONTRACTOR is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the RTA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- 1. Suspension of any payment or part due the CONTRACTOR until such time as the issues concerning the CONTRACTOR's compliance are resolved; and
- 2. Termination or cancellation of the Contract, in whole or in part, unless the successful CONTRACTOR is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the RTA have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Race and Gender of Firm

2-10 EMPLOYEE PROTECTIONS

The RTA has attached the current US Department of Labor Davis-Bacon and California Department of Industrial Relations prevailing wage determinations as Attachment 3 and Attachment 4, respectively. The following FTA three required clauses pertain to this procurement.

Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The CONTRACTOR will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the CONTRACTOR agrees to pay wages not less than once a week. The CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "CONTRACTORs and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the CONTRACTOR shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of

work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in this section.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

<u>Contract Work Hours and Safety Standards for Awards Not Involving Construction</u> The CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CONTRACTOR for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CONTRACTOR will permit such representatives to interview employees during working hours on the job.

The CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

2-11 ENERGY CONSERVATION

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.

2-12 FLY AMERICA

1. Definitions. As used in this clause-

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- 2. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires CONTRACTORs, RTAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- If available, the CONTRACTOR, in performing work under this contract, shall use U.S.flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4. In the event that the CONTRACTOR selects a carrier other than a U.S.-flag air carrier for international air transportation, the CONTRACTOR shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

5. The CONTRACTOR shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

2-13 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1. Debarred from participation in any federally assisted Award;
- 2. Suspended from participation in any federally assisted Award;

- 3. Proposed for debarment from participation in any federally assisted Award;
- 4. Declared ineligible to participate in any federally assisted Award;
- 5. Voluntarily excluded from participation in any federally assisted Award; or
- 6. Disqualified from participation in ay federally assisted Award.

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 the RTA. If it is later determined by the RTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the RTA, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

2-14 LOBBYING RESTRICTIONS

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

- 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

_ Signature of CONTRACTOR's Authorized Official

_ Name and Title of CONTRACTOR's Authorized Official

_____ Date

2-15 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2-16 PATENT RIGHTS AND RIGHTS IN DATA (Not Applicable to This Procurement)

2-17 <u>PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES</u> (Not Applicable to This Procurement)

2-18 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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 C.F.R. 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

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.

2-19 <u>PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS</u> (Not Applicable to This Procurement)

2-20 RECYCLED PRODUCTS

The CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

2-21 SAFE OPERATION OF MOTOR VEHICLES

The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CONTRACTOR or RTA.

The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2-22 <u>SCHOOL BUS OPERATIONS</u> (Not Applicable to This Procurement)

2-23 SEISMIC SAFETY

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 (DOT) Seismic Safety Regulations 49 C.F.R. 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.

2-24 <u>SUBSTANCE ABUSE REQUIREMENTS</u> (Not Applicable to This Procurement)

2-25 TERMINATION

The RTA, by written notice, may terminate this contract, in whole or in part, when it is in the RTA's interest. If this contract is terminated, the RTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of this contract, the RTA may terminate this contract for default. The RTA shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, 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 the RTA.

2-26 VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of the RTA

The RTA shall have the following rights in the event that the RTA deems the CONTRACTOR guilty of a breach of any term under the Contract.

- 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the CONTRACTOR, either directly or through other CONTRACTORs;
- 2. The right to cancel this Contract as to any or all of the work yet to be performed;
- 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- 4. The right to money damages.

Rights and Remedies of CONTRACTOR

Inasmuch as the CONTRACTOR can be adequately compensated by money damages for any breach of this Contract, which may be committed by the RTA, the CONTRACTOR expressly agrees that no default, act or omission of the RTA shall constitute a material breach of this Contract, entitling CONTRACTOR to cancel or rescind the Contract (unless the RTA directs CONTRACTOR to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the CONTRACTOR to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the RTA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The CONTRACTOR recognizes that in the event of a breach of this Agreement by the CONTRACTOR before the RTA takes action contemplated herein, the RTA will provide the CONTRACTOR with sixty (60) days written notice that the RTA considers that such a breach has occurred and will provide the CONTRACTOR a reasonable period of time to respond and to take necessary corrective action.

Disputes

- Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTA's [title of employee]. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide be the decision.
- *Example 2*: The RTA and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end,

the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the RTA and the CONTRACTOR's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the RTA acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the RTA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by RTA, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the RTA and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the RTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the RTA or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ATTACHMENT THREE- US DOL PREVAILING WAGE DETERMINATION

General Decision Number: CA180019 05/04/2018 CA19

Superseded General Decision Number: CA20170019

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: San Luis Obispo County in California.

BUILDING, DREDGING (does not include hopper dredge work), HEAVY (does not include water well drilling, AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

01/05/2018
01/12/2018
01/19/2018
01/26/2018
05/04/2018

ASBE0005-002 07/03/2017

Rates Fringes

Asbestos Workers/Insulator

(Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 39.72 20.81 Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)......\$ 26.96 17.81

ASBE0005-004 07/03/2017

Rates Fringes

Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 19.26 11.27

* BOIL0092-004 03/01/2018

Area within a 25 mile radius of City of Santa Maria

Rates Fringes

BOILERMAKER......\$ 44.07 33.52

BOIL0549-007 10/01/2016

Remainder of County outside a 25 mile radius of City of Santa Maria

Rates Fringes

BOILERMAKER.....\$ 39.68 35.71

* BRCA0004-006 05/01/2017

Rates Fringes
BRICKLAYER; MARBLE SETTER\$ 38.69 14.45
*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate
BRCA0018-008 07/01/2017
Rates Fringes
MARBLE FINISHER\$ 30.93 12.95 TILE FINISHER\$ 25.98 11.23
BRCA0018-011 07/01/2017
Rates Fringes
TILE LAYER\$ 37.76 16.37
CARP0409-001 07/01/2016
Rates Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer\$ 39.83 15.50 (2) Millwright\$ 40.90 15.50 (3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler
(Commercial)\$ 40.53 15.50 (4) Pneumatic Nailer.
Power Stapler\$ 40.09 15.50
(5) Sawfiler\$ 39.83 15.50
(6) Scaffold Builder\$ 31.60 15.50
(7) Table Power Saw
Operator \$ 40.93 15.50

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-005 07/01/2015 Rates Fringes Drywall DRYWALL INSTALLER/LATHER....\$ 40.40 15.03 STOCKER/SCRAPPER.....\$ 10.00 7.17 _____ CARP0409-008 08/01/2010 Rates Fringes Modular Furniture Installer.....\$ 17.00 7.41 _____ ELEC0639-001 01/01/2018 Rates Fringes Electricians Wireman/Technician.....\$ 42.00 20.79 FOOTNOTES: CABLE SPLICER: 10% additional per hour above Wireman/Technician basic hourly rate. Work from trusses, swinging scaffolds, open ladders,

scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half. Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay. Where workers are required to work under compressed air or in areas where injurious gases, dust or fumes are
present in amounts necessitating the use of gas masks or self-contained breathing apparatus (particle masks are not considered self-contained breathing apparatus) or where workers work on poles at a distance of seventy-five (75) feet or more from the ground: to be paid a bonus of straight time pay. This shall be at a minimum of one hour, and thereafter, each succeeding hour or fraction thereof shall constitute an hour at the bonus rate. Tunnel work: to be paid at the time and one-quarter hourly rate.

All employers may request workmen to report direct to a job within a free zone to include everything west of ten (10) miles east of Highway 101, as the crow flies, and then (10) miles north and south of Highway 46, as the crow flies, to the junction of Highway 41 and Highway 46. Everything outside this area shall be paid at full subsistence provide said job is of five (5) days duration or more and provide there is storage on the job for the Employee's tools. The Employer will be responsible for loss of tools under such circumstances. (Road: The most direct route on a surfaced road).

On all jobs or projects outside the free zone, as stated above, Employees may be required to report to the job site in their own transportation at the regular starting time and remain on the job site until the regular quitting time and these shall be paid at fifty dollars (\$50.00) per day or fifty-one cents (\$0.51) per mile for each road mile from shop to job and job to shop (round trip). (Day worked shall mean at least four (4) hours on the job unless sent home on account of weather, emergency, sickness, or injury).

The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. Travel time shall be at the appropriate rate of pay for that day of the week. (Monday through Friday, straight time, Saturday and Sunday, double time.)

ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

Rates Fringes

Communications System

Installer	\$ 32.50	11.66
Technician	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC1245-001 06/01/2017

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..\$ 55.49
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).......\$ 44.32
3%+17.65
(3) Groundman.....\$ 33.89
3%+17.65
(4) Powderman.....\$ 49.55
3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day ELEV0008-003 01/01/2018

Rates Fringes

ELEVATOR MECHANIC......\$ 65.45 32.645

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2017

Rates Fringes

OPERATOR: Power Equipment

(All	Ot	her	W	or	k)	
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GROUP 1\$ 44.00	24.25
GROUP 2\$ 44.78	24.25
GROUP 3\$ 45.07	24.25
GROUP 4\$ 46.56	24.25
GROUP 5\$ 47.66	24.25
GROUP 6\$ 46.78	24.25
GROUP 8\$ 46.89	24.25
GROUP 9\$ 47.99	24.25
GROUP 10\$ 48.01	24.25
GROUP 11\$ 48.11	24.25
GROUP 12\$ 47.18	24.25
GROUP 13\$ 47.28	24.25
GROUP 14\$ 47.31	24.25
GROUP 15\$ 47.39	24.25
GROUP 16\$ 47.51	24.25
GROUP 17\$ 47.68	24.25
GROUP 18\$ 47.78	24.25
GROUP 19\$ 47.89	24.25
GROUP 20\$ 48.01	24.25
GROUP 21\$ 48.18	24.25
GROUP 22\$ 48.28	24.25
GROUP 23\$ 48.39	24.25
GROUP 24\$ 48.51	24.25
GROUP 25\$ 48.68	24.25

OPERATOR: Power Equipment

(Cranes, Piledriving &

Hoisting)
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8,	
GROUP 1\$ 45.35	24.25
GROUP 2\$ 46.13	24.25
GROUP 3\$ 46.42	24.25
GROUP 4\$ 46.56	24.25
GROUP 5\$ 46.78	24.25
GROUP 6\$ 46.89	24.25
GROUP 7\$ 47.01	24.25
GROUP 8\$ 47.18	24.25
GROUP 9\$ 47.35	24.25
GROUP 10\$ 48.35	24.25
GROUP 11\$ 49.35	24.25
GROUP 12\$ 50.35	24.25
GROUP 13\$ 51.35	24.25
OPERATOR: Power Equipment	
(Tunnel Work)	
GROUP 1\$ 41.80	23.35
GROUP 2\$ 42.58	23.35
GROUP 3\$ 42.87	23.35
GROUP 4\$ 43.01	23.35
GROUP 5\$ 43.23	23.35
GROUP 6\$ 43.34	23.35
GROUP 7\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel

type-John Deere, 1040 and similar single unit); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest guarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern guarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE guarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E,

SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the

intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2015

Rates Fringes

OPERATOR: Power Equipment	
(DREDGING)	
(1) Leverman\$ 49.50	23.60
(2) Dredge dozer\$ 43.53	23.60
(3) Deckmate\$ 43.42	23.60
(4) Winch operator (stern	
winch on dredge)\$ 42.87	23.60
(5) Fireman-Oiler,	
Deckhand, Bargeman,	
Leveehand\$ 42.33	23.60
(6) Barge Mate\$ 42.94	23.60

IRON0377-002 01/01/2017

Rates Fringes

Ironworkers:

Fence Erector	\$ 29.58	21.59
Ornamental, Reinfo	orcing	
and Structural	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0220-001 07/03/2017

	Rates	Fringes	
LABORER (TUNNEL	_)		
GROUP 1	\$ 39	9.04	18.24
GROUP 2	\$ 39	9.36	18.24
GROUP 3	\$ 39	9.82	18.24
GROUP 4	\$ 4().51	18.24
LABORER			
GROUP 1	\$ 33	3.19	18.24
GROUP 2	\$ 33	3.74	18.24
GROUP 3	\$ 34	1.29	18.24
GROUP 4	\$ 35	5.84	18.24
GROUP 5	\$ 36	5.19	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing;

Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); GROUP 2: Bull gang mucker, track person; Chucktender, Cabletender; Concrete crew, including rodder and spreader; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-004 07/01/2017

Rates Fringes

Brick Tender.....\$ 31.36 17.82

LABO0300-005 01/01/2018

Rates Fringes

Asbestos Removal Laborer......\$ 33.19 17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/02/2017

Rates Fringes

LABORER (GUNITE)

GROUP 1	\$ 41.08	17.39
GROUP 2	\$ 40.13	17.39
GROUP 3	\$ 36.59	17.39

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2017

Rates Fringes

13.20
2 13.20
13.20
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16.21
16.21
16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including

repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-001 08/02/2017

Rates Fringes

LABORER PLASTER CLEAN-UP LABORER....\$ 32.50 18.29 PLASTER TENDER.....\$ 35.05 18.29

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-007 01/01/2018

Rates Fringes

Painters:

(1) Repaint Including Lead
Abatement......\$ 24.40
(2) High Iron & Steel......\$ 30.70
(3) Journeyman Painter
including Lead Abatement....\$ 29.04
(4) Industrial......\$ 32.52
(5) All other work.......\$ 29.04
(14.11

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting in other high hazardous work shall be classified as high iron & steel

PAIN0036-008 10	/01/201	7	
	Rates	Fringes	
DRYWALL FINISHE	R/TAPE	۶\$ 38	.58 18.57
PAIN0169-002 01	/01/201	8	
	Rates	Fringes	
GLAZIER	\$	35.00	26.26
PAIN1247-002 01	/01/201	8	
	Rates	Fringes	
SOFT FLOOR LAYE	R	\$ 32.35	14.56
PLAS0200-001 08	/02/201	7	
	Rates	Fringes	
PLASTERER		\$ 41.26	14.46

PLAS0500-002 07/01/2016 Rates Fringes 23.33 CEMENT MASON/CONCRETE FINISHER...\$ 33.30 PLUM0016-001 07/01/2017 Rates Fringes PLUMBER/PIPEFITTER **Plumber and Pipefitter** All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 49.28 21.61 Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....\$ 47.76 20.63 Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....\$ 36.91 18.96 -----_____ PLUM0345-001 07/01/2017 Rates Fringes PLUMBER Landscape/Irrigation Fitter.\$ 32.30 21.00 Sewer & Storm Drain Work....\$ 33.24 17.13 -----ROOF0036-002 08/01/2017 Rates Fringes

ROOFER.....\$ 37.07 16.17

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

SFCA0669-014 04/01/2017

Rates Fringes

SPRINKLER FITTER......\$ 37.20 15.84

SHEE0273-002 08/01/2017

Rates Fringes

SHEET METAL WORKER......\$ 42.28 28.33

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Indepdendence Day, Labor Day, Veterans Day, Thankisgiving Day & Friday after, Christmas Day

TEAM0011-002 07/01/2017

Rates Fringes

TRUCK DRIVER

GROUP	1	\$ 29.59	27.74
GROUP	2	\$ 29.74	27.74
GROUP	3	\$ 29.87	27.74
GROUP	4	\$ 30.06	27.74
GROUP	5	\$ 30.09	27.74
GROUP	6	\$ 30.12	27.74
GROUP	7	\$ 30.37	27.74
GROUP	8	\$ 30.62	27.74
GROUP	9	\$ 30.82	27.74
GROUP	10	\$ 31.12	27.74
GROUP	11	\$ 31.62	27.74
GROUP	12	\$ 32.05	27.74

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or UAVG denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage DeterminationsWage and Hour DivisionU.S. Department of Labor200 Constitution Avenue, N.W.Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ATTACHMENT FOUR- CA DIR WAGE DETERMINATION

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN LUIS OBISPO COUNTY

DETERMINATION: SLO-2018-1				EMPLOYER PAYMENTS							SHT-TIME	OVER	' RATE	
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY
#	BRICKLAYER, STONEMASON,													
	CEMENT BLOCKLAYER, POINTER, CAULKER, CLEANER	8/22/2017	04/30/2018**	A 38.690	8.000	5.220	-	в 0.830	0.450	c 8.0	53.190	D 72.530	D 72.530	91.880
#	BRICKLAYER:													
	MASON FINISHER	8/22/2017	04/30/2018*	A 27.940	8.000	7.430	-	в 0.750	0.450	C 8.0	44.570	D 58.540	D 58.540	72.510
# E	BRICK TENDER	8/22/2017	06/30/2018**	31.360	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.200	66.880	66.880	82.560
#	BRICK TENDER:													
	FORKLIFT OPERATOR	8/22/2017	06/30/2018**	31.810	7.120	7.530	F 4.100	0.650	0.440	C 8.0	51.650	67.560	67.560	83.460
#	CARPET, LINOLEUM,													
	RESILIENT TILE LAYER	8/22/2017	04/30/2018**	G 32.350	5.330	6.550	2.050	0.630	0.280	8.0	47.190	63.360	н 63.360	79.540
Т	MATERIAL HANDLER	2/22/2018	04/30/2018*	G 11.000	5.330	2.390	0.550	0.630	0.180	8.0	20.080	25.580	J 25.580	31.080
#	DRYWALL FINISHER													
	DRYWALL FINISHER	2/22/2018	09/30/2018**	G 38.580	8.450	6.380	3.070	0.670	0.670	8.0	57.820	77.110	к 77.110	96.400
#	ELECTRICIAN:													
	COMM & SYSTEM INSTALLER	2/22/2018	12/31/2018**	33.160	8.140	L 3.940	-	0.650	M 0.350	8.0	47.230	N 64.310	N 64.310	81.390
	INSIDE WIREMAN, TECHNICIAN	2/22/2018	05/30/2018*	G 42.000	0 11.340	р 7.410	-	o 0.780	o 0.480	8.0	63.270	Q 94.900	Q 94.900	126.540
	CABLE SPLICER	2/22/2018	05/30/2018*	G 46.200	0 11.340	P 7.410	-	0 0.780	o 0.520	8.0	67.640	Q 101.450	Q 101.450	135.270
#	FIELD SURVEYOR:													
R	CHIEF OF PARTY (018.167-010)	2/22/2018	09/30/2018**	48.860	11.450	9.650	F 4.620	1.100	0.150	8.0	75.830	N 100.260	N 100.260	124.690
R	INSTRUMENTMAN (018.167-034)	2/22/2018	09/30/2018**	46.360	11.450	9.650	F 4.450	1.100	0.150	8.0	73.160	N 96.340	N 96.340	119.520
R	CHAINMAN/RODMAN (869.567-010)	2/22/2018	09/30/2018**	45.780	11.450	9.650	F 4.400	1.100	0.150	8.0	72.530	N 95.420	N 95.420	118.310
#	GLAZIER	2/22/2018	07/31/2018*	G 35.000	10.150	15.560	-	0.550	0.130	8.0	61.390	s 78.890	s 78.890	96.390
#	MARBLE FINISHER	8/22/2017	05/31/2018**	⊤ 30.930	9.250	2.830	-	0.870	0.330	8.0	44.210	∪ 59.670	V 59.670	W 75.140
#	PAINTER													
х	INDUSTRIAL PAINTER	2/22/2018	06/30/2018**	Y 32.520	8.450	3.040	2.200	0.700	0.910	8.0	47.820	z 64.080	z 64.080	z 64.080
#	PAINTER:													
х	PAINTER, LEAD ABATEMENT	2/22/2018	06/30/2018**	Y 29.040	8.450	3.040	2.020	0.600	0.910	8.0	44.060	z 58.580	z 58.580	z 58.580
х	REPAINT PAINTER, LEAD ABATEMENT	2/22/2018	06/30/2018**	Y 24.400	8.450	3.040	1.940	0.600	0.910	8.0	39.340	AA 51.540	AA 51.540	AA 51.540
х	INDUSTRIAL REPAINT PAINTER	2/22/2018	06/30/2018**	Y 28.840	8.450	3.040	2.130	0.700	0.910	8.0	44.070	AA 58.490	AA 58.490	AA 58.490
#	PLASTERER	8/22/2017	07/31/2018*	35.610	9.130	4.590	AB 5.650	0.730	0.990	AC 8.0	56.700	z 74.510	AD 74.510	92.310
# AE	PLASTER TENDER	8/22/2017	08/07/2018*	35.050	7.120	6.930	AB 5.120	1.020	0.960	8.0	56.200	AF 73.720	AG 73.720	91.250
	PLASTER CLEAN-UP LABORER	8/22/2017	08/07/2018*	32.500	7.120	6.930	AB 5.120	1.020	0.960	8.0	53.650	AF 69.900	AG 69.900	86.150
#	PLUMBER:													
	PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER	2/22/2018	08/31/2018**	ан 49.280	8.160	AI 11.500	AJ -	1.950	ак 1.250	8.0	72.140	D 95.930	D 95.930	118.100
	SEWER AND STORM DRAIN PIPELAYER	2/22/2018	08/31/2018**	AH 36.390	8.050	AI 8.650	AJ -	1.680	АК 1.250	8.0	56.020	73.370	AL 73.370	90.100
A		8/22/2017	08/31/2018**	АН 18.130	8.050	0.380	-	1.110	ак 1.100	8.0	28.770	36.980	AL 36.980	45.200
	FITTER)	2/22/2018	08/31/2018**	ан 47.760	8.160	AI 11.190	AJ -	1.280	ак 1.250	8.0	69.640	92.670	AN 92.670	AO 114.080
	LANDSCAPE/IRRIGATION FITTER	2/22/2018	08/31/2018**	T 32.300	8.160	AI 11.500	AJ -	1.340	АК 1.050	AL 8.0	54.350	70.500	70.500	85.300
AF	LANDSCAPE/IRRIGATION TRADESMAN FIRE SPRINKLER FITTER (PROTECTION)	8/22/2017	08/31/2018**	⊤ 14.110	3.000	AI 0.880	-	0.100	ак 0.850	AL 8.0	18.940	26.000	26.000	33.050
	AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	2/22/2018	03/31/2018**	37.200	9.670	AQ 11.530	-	0.470	0.250	8.0	59.120	77.720	77.720	96.320

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN LUIS OBISPO COUNTY DETERMINATION: SI 0-2018-1

DETERMINATION: SLO-2018-1				EMPLOYER PAYMENTS							SHT-TIME	OVER	RATE		
	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/ HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDA' AND HOLIDA	Y VY
#	ROOFER	2/22/1998	03/03/1999*	& 14.500	0.930	0.400	-	0.650	-	8.0	16.480	23.730	23.730	30.98	80
#	SHEET METAL WORKER (HVAC)	2/22/2018	07/31/2018**	G 42.280	9.850	AR 17.110	AS -	1.550	1.200	AL 8.0	71.990	AT 93.130	AT 93.130	114.2	270
#	TERRAZZO FINISHER	8/22/2017	08/31/2018**	G 29.750	8.750	3.530	AS -	0.630	0.260	AL 8.0	42.920	U 57.790	AU 57.790	W 72.67	70
#	TERRAZZO WORKER	8/22/2017	08/31/2018**	G 36.750	9.250	3.860	AS -	0.710	0.260	AL 8.0	50.830	U 69.210	AU 69.210	W 87.58	80
#	TILE FINISHER	8/22/2017	05/31/2018**	⊤ 25.980	8.430	2.000	-	0.800	0.280	8.0	37.490	U 50.480	∨ 50.480	W 63.4	70
#	TILE LAYER	8/22/2017	05/31/2018**	⊤ 37.760	9.250	6.140	-	0.980	0.370	8.0	54.500	U 73.380	V 73.380	W 92.26	60
	FOOTNOTES														



Addendum #1: Summary of Pre-Bid Meeting & Clarifications Design & Engineering Services for RTA Bus Maintenance Facility May 23, 2018

The RTA conducted a non-mandatory pre-bid meeting on May 23, 2018 from 2:00pm to 2:55pm in the Upstairs Conference Room at our existing maintenance facility located at 179 Cross Street. The meeting was led by project manager and RTA Executive Director Geoff Straw, with assistance from RTA Maintenance Manager David Roessler and RTA Grants Manager Omar McPherson. John Larson from Rincon Consultants also provided valuable information on the CEQA Mitigated Negative Declaration document.

The current Bidder's List (that now includes firms represented at the pre-bid meeting) is included as Attachment 1.

After introductions, Geoff presented the items included on the meeting agenda, as well as two other documents – *RTA Bus Maintenance Facility Preliminary Budget*, and *Fact Sheet for RTA Bus Maintenance Facility Project*. See Attachment 2 for copies of these three documents.

The following questions/clarifications were discussed at the pre-bid meeting:

 <u>Budget</u>: as shown in the *RTA Bus Maintenance Facility Preliminary Budget* document, the RTA has identified a design/engineering, construction and related elements budget of \$12.4 million for the project. This budget was developed by determining the square footage needs by function and the estimated per square foot costs by function. The square footage needs were derived from the *Transit Garage Planning Guidelines: A Review, USDOT 1987* model, and the results are included as Attachment 3 *Site Consideration for a RTA Long-Term Garage Facility*.

This *Site Consideration* staff report was adopted by the RTA Board at its January 7, 2015 meeting. The RTA's 20-year square footage needs are summarized in Table 1 on page B-2-8 of the *Site Consideration* report. As shown, a total of 13,400 square feet of administrative/operations office space is planned, along with 33,000 square feet of vehicle maintenance area. In addition, 154,250 square feet of paving and landscaping is assumed.

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

It should be noted that Geoff mentioned during the pre-bid meeting that this report was included in the appendices of the CEQA MND report, but this is incorrect – it was only mentioned in the MND report. Most importantly, the per square footage cost figures reported on page B-2-23 of the *Site Consideration* staff report (\$200 for admin, \$110 for maintenance and \$7.50 for paving) were estimated in March 20012 and are obviously now outdated. Accordingly, the \$12.4 million *Preliminary Budget* document was developed in 2017 for grant-making purposes and reflects square footage cost figures that were increased by 5% annually for inflation (\$255.30 for admin, \$140.40 for maintenance, and \$9.60 for paving). Also, please replace the reference to \$12.8 million in the RFQ on page 6 with \$12.4 million, which matches the figure in the *Preliminary Budget*. In any case, the RTA is herein asking prospective bidders to identify example costs per square foot for recent public agency office and/or vehicle maintenance projects in their Statement of Qualifications submittal.

- 2. <u>Traffic Study</u>: An attendee asked if a traffic study is required. The answer is no, since a *Transportation Impact Analysis* was completed by Omni Means as part of the CEQA documentation. It is included as Appendix F of the MND. You can access all MND report documents on our website (<u>www.slorta.org</u>) by clicking on the "About" pulldown menu, and then clicking on "Agency Reports." Scroll down the chronological list to July 20, 2017 and choose which document you wish to access. The *Transportation Impact Analysis* begins on page 293 of 358 in the combined Appendices document.
- Disadvantaged Business Enterprise participation: No project-specific goal has been established for this project. However, the RTA's overall DBE program goal is 5.1% for all eligible activities. A copy of the 2018-2020 RTA DBE Plan can be found at <u>http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf</u>
- Incorrect Web Link to MND Report: The link provided in the last paragraph of section
 2.1 on page 8 of the RFQ is incorrect. As alluded to in #2 above, the MND report and all appendices can be accessed from our website.

5. <u>Contractor Bidding</u>: The following section on page 20 of the RFQ is amended as follows:

TASK 7 CONTRACTOR BIDDING AND AWARD

The Design Team shall assist RTA staff in developing a proposal <u>RTA will use its</u> <u>established County of San Luis Obispo-based contractor bidding</u> format by which all contractors shall comply in order to facilitate ease of review by the RTA<u>, with assistance</u> <u>from the Design Team</u>, of the following components:

- Confirmation of understanding and compliance with the services to be performed
- Standard terms and conditions
- Special terms and conditions
- Procurement boilerplate
- FTA terms, conditions and standard clauses (provided by the RTA)
- Fees
- Personnel/experience
- References for similar size projects
- Miscellaneous, including firm history, background, and other pertinent info
- 6. <u>Construction Management and Inspection Duties</u>: The RTA will hire a separate construction manager to oversee construction. As such, section 8.8 beginning at the bottom of page 22 of the RFQ is amended as follows:

8.8 <u>Final Construction Management and Inspection Duties</u> The <u>Design Team shall provide</u> <u>RTA shall separately hire</u> a construction manager/inspector to monitor the daily progress of the contractor(s) onsite. <u>The Design</u> <u>Team shall work closely with the construction management firm throughout the</u> <u>construction phase as described in sections 8.1 through 8.7 above.</u> The duties of the inspector shall include the following...

Subsequent Written Question

The RTA received the following question by email:

<u>Question</u>: Is the only DBE form required on the RTA RFP the "DBE Utilization Form"? There is no "Prime Bidder Good Faith Effort Worksheet" or "Prime Bidder Certification of Disabled Veteran Business Enterprise Participation" forms?

<u>Answer</u>: Only the DBE Utilization Form is required to be submitted as part of each prime bidder's Statement of Qualifications. Because we cannot rank submittals on price, we rely upon each prime bidders to describe in their Statement of Qualifications how their firm conducted outreach to DBE firms and how they determined those DBE firms provide good value for this

design project. We encourage each prime to access the State of Califoria's DBE Search system at http://www.dot.ca.gov/hq/bep/find_certified.htm

ATTACHMENT 1

Bidder's List RFQ for D/E for Bus Maintenance Facility Project Published May 23, 2018

Buddy Hain (attended pre-bid) Jana Nelson RNL/Stantec 523 W. 6th Street Suite 1200 Los Angeles, CA 90014 818-292-1484 Jana.nelson@stantec.com Buddy.hain@stantec.com

Sandeep Sopori (attended pre-bid) Gannett Fleming Suite 3800 601 South Figueroa St. Los Angeles, CA 90017 <u>ssopori@gfnet.com</u> 213-624-0347 x8739

Eric Wohle (attended pre-bid) LDA Partners 222 Central Court Stockton, CA 95204 <u>ewohle@ldapartners.com</u> 209-943-0405

Randy Hildebrant (attended pre-bid) ENGEO 2646 Santa Maria Way, Suite 107 Santa Maria, CA 93455 805-888-1110 rhildebrant@engeo.com

George Garcia (attended pre-bid) Garcia Architecture & Design 1308 Monterey St #230 San Luis Obispo, CA 93401 805-242-0550 george@garciaarchdesign.com

ATTACHMENT 1

Bill Tuculet (attended pre-bid) IBI Group 4119 Broad St., Suite 210 San Luis Obispo, CA 93401 805-546-0433 bill.tuculet@ibigroup.com

Tom Zenhden (attended pre-bid) Jorge Aguilar, Principal Wallace Group 612 Clarion Court San Luis Obispo, CA 93401 805-544-4011 jorgea@wallacegroup.us tomz@wallacegroup.us

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Agenda for Pre-Proposal Meeting, Bus Garage Facility

Wednesday May 23, 2018 @ 2:00 PM

- 1. Circulate Sign-in Sheet
- 2. Project Description and Scope of Work
- 3. Delivery Method
 - a. Contract with Single Prime
 - b. Potential Subcontracting/DBE Opportunities
- 4. RFP Questions/Clarifications
 - a. Questions due by 4PM on June 6th
 - b. Answers to all questions will be posted as an Addendum no later than 5P June 11th
- 5. Proposals Due to RTA by 4PM on June 20th Interviews on June 29th
- 6. RFP and Support Documents at <u>www.slorta.org</u> (RTA website) & SLO Builders Exchange.
- 7. Required Proposal Forms
- 8. Special Considerations
 - a. Review Preliminary Budget used for Grant-Making Purposes (attached)
 - b. Schedule is paramount; the current lease expires end of February 2022
 - c. Transportation Electrification Planning & Financial Review Assistance
 - d. Environmental Mitigations (especially flooding)
- 9. Current Facility Site Walk
- 10. Additional Questions

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

RTA Bus Maintenance Facility Preliminary Budget

	5/23/2018			
	Federal			
	Amount	Local Match	Total Cost	
FTA Section 5339b Funding				
Demolition	\$74,400	\$18,600	\$93,000	0.75%
Site preparation	\$99,200	\$24,800	\$124,000	1.00%
Site improvements	\$1,636,800	\$409,200	\$2,046,000	16.50%
Site civil/mechanical utilities	\$1,091,200	\$272,800	\$1,364,000	11.00%
Site electrical utilities	\$1,984,000	\$496,000	\$2,480,000	20.00%
Construction general requirements	\$99,200	\$24,800	\$124,000	1.00%
Subcontractor bond	\$49,600	\$12,400	\$62,000	0.50%
Design contingency	\$496,000	\$124,000	\$620,000	5.00%
Design general conditions	\$347,200	\$86,800	\$434,000	3.50%
General liability insurance	\$99,200	\$24,800	\$124,000	1.00%
Performance and payment bond	\$74,400	\$18,600	\$93,000	0.75%
Contractor Fee	\$248,000	\$62,000	\$310,000	2.50%
Escalation	\$148,800	\$37,200	\$186,000	1.50%
Construction & Project Manager fees	\$297,600	\$74,400	\$372,000	3.00%
A&E design/administration fee	\$1,884,800	\$471,200	\$2,356,000	19.00%
Cit cost (internal planning and oversight)	\$173,600	\$43,400	\$217,000	1.75%
City cost (permitting and testing)	\$173,600	\$43,400	\$217,000	1.75%
Construction contingency	\$744,000	\$186,000	\$930,000	7.50%
Environmental mitigation measures	\$198,400	\$49,600	\$248,000	2.00%
Grand Total	\$9,920,000	\$2,480,000	\$12,400,000	100%



FACT SHEET FOR RTA BUS MAINTENANCE FACILITY PROJECT

RTA Fast Facts

- RTA connects cities along the US-101 corridor from the Monterey County line into Santa Maria/Orcutt in northern Santa Barbara County, as well as along the SR-1 corridor from San Luis Obispo to the Hearst Castle near San Simeon.
- Links four small urbanized areas along US-101 with growing population
- RTA's Runabout service provides specialized transportation for disabled persons for all local and regional fixed routes in the County, totaling 18 distinct year-round fixed-routes and 5 seasonal services.
- RTA also directly operates or administers local transit services on behalf of San Luis Obispo County, the City of Paso Robles, and South County Transit. In total, RTA provides almost 1 million rides annually.
- Maintains almost 70 public transit vehicles for RTA and partner agencies.

Need to Replace Current Bus Maintenance Facility

- RTA's current 2.7-acre property lease ends in 2022; already entitled for redevelopment.
- Located relatively far from fixed-route start point; deadheading wastes resources.
- Too few bus work bays; only two full-size buses can be repaired simultaneously.
- Insufficient bus parts storage.
- No on-site fueling, which results in increased labor and fuel costs.
- Significant parking limitations:
 - Can only independently park 24 full-size buses and 8 paratransit vans.
 - An additional 12 paratransit vans must be double-parked.
 - Only 43 employee and 6 visitor parking spaces; must park on adjacent streets.

Benefits of Proposed New Bus Maintenance Facility

- *No ROW Required*: RTA already owns 6.5-acre lot across from SLO Transit bus yard.
- *Integration*: Design better integrates operations, maintenance and admin functions.
- *Parking Capacity*: Allows parking for 67 full-size buses and vans, and 120 automobiles.
- *Central Location*: Next to northbound US-101 on- and off-ramps, closer to downtown.
- On-Site Fueling: diesel and gasoline, as well as solar for future electric buses.
- *Efficient Use of Resources*: Automated bus wash will conserve water and labor.
- *Meets 20-Year Needs*: Six bus work bays & 46,400 sq. ft. building floor area.
- *Better Use of Operating Funds*: Use scarce funds on service rather than rent.

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ATTACHMENT 3 SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY January 7, 2015 STAFF REPORT

B-2
Site Consideration for a RTA Long-Term Garage Facility
Approve
Geoff Straw, Executive Director
Adopt 40 Prado Road as RTA's Preliminary Preferred Site. Authorize Staff to Apply for Outside Funding to Conduct Environmental Review Studies

The attached report provides a summary of RTA's need for a long-term transit administration, operations and maintenance facility. The intent of this report is to inform the RTA Board of recent staff efforts, and for the Board to provide staff with direction on next steps to develop this needed project – including direction on environmental review. Staff is recommending that the Board recognize the 40 Prado site as the preliminary preferred site, and authorize staff to apply for Federal Transit Administration Section 5307 and other funds to procure consultant services to conduct environmental review studies.

This type of transit garage facility is subject to both National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA) review. Since it is likely that RTA would seek future federal assistance on this project, the FTA would serve as the Lead Agency for NEPA review, with RTA acting as a Cooperating Agency. This will require a future Memorandum of Understanding between FTA and RTA. RTA would serve as the Lead Agency for CEQA. Staff is recommending that both of these NEPA and CEQA environmental reviews be conducted simultaneously.

Staff Recommendation

Adopt the 40 Prado Road location as RTA's preliminary preferred site for a long-term transit administration, operations and maintenance facility. Authorize staff to apply for FTA Section 5307 and other funds to conduct formal environmental review studies.

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SECTION 1: BACKGROUND

The Federal Transit Administration planning and project development process, within which federal, State, and local officials plan and make decisions regarding transit capital investments, contains five phases. These phases include:

- 1. Systems Planning,
- 2. Alternatives Analysis and Environmental Review,
- 3. Preliminary Engineering,
- 4. Final Design, and
- 5. Construction.

As projects are conceived and advanced through these phases, their design, costs, benefits, and impacts are more clearly defined, with alternatives screened with the goal of identifying a Locally Preferred Alternative, which is cost-effective and provides the greatest benefit with the fewest adverse impacts. This report summarizes the Systems Planning phase conducted by RTA over the past eight years, and provides direction on the next phase – Alternatives Analysis and Environmental Review.

The identification, examination, and assessment of all reasonable and feasible alternatives are necessary to meet the requirements of the National Environmental Protection Act (NEPA). The California Environmental Quality Act (CEQA) requires an Environmental Impact Report (EIR) evaluate a reasonable range of alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. NEPA and CEQA require similar environmental analysis in an Environmental Impact Statement (EIS) and an Environmental Impact Report (EIR), respectively, as well as public review for projects that will have significant effects on the environment. Some transit capital projects are expressly identified as a Categorical Exclusion under NEPA, including transit garage projects. Regardless, the State of California encourages joint preparation of EIRs and EISs and has produced guidelines to facilitate preparation of joint documents.

This report introduces the "Purpose," "Need" and "Objectives" for public transportation improvements in the County of San Luis Obispo. The final definition of the Purpose, Need and Objectives for RTA's long-term maintenance facility will require further deliberation by the RTA Board of Directors after extensive consultation with the community, potential neighbors and regulatory agencies. Nonetheless, it is important to introduce these concepts early so that a robust discussion can occur.

With regard to "purpose," implementation of an effective public transportation system is vital to alleviate current and projected connectivity and mobility challenges affecting area residents, visitors and businesses by providing essential linkages from residential areas to commercial, activity, employment, and institutional centers primarily within and secondarily adjacent to the County. Provision of a long-term RTA administration, operations and maintenance facility located in or directly adjacent to the City of San Luis

Obispo is an important component of the public transportation infrastructure needed to provide effective public transportation services in the County.

The ensuing section provides a brief description of the services provided by RTA and its performance, followed by summaries of previous studies that support the "need" for a long-term RTA administration, operations and maintenance facility. The report then provides a cursory review of the objectives of the alternative sites considered as part of this evaluation.

The growth of transit services in San Luis Obispo County over the past decade has been strong. Despite the 2008 Economic Recession that resulted in cuts to transit services across the country, area decision-makers decided to avoid cuts to transit systems in the County – in some cases to the detriment of roadway conditions in the area. A testament to this strong support for transit services is that San Luis Obispo Regional Transit Authority (RTA) ridership totaled 763,614 fixed route passenger-boardings in FY13-14 – more than double what it was in FY05-06. In addition, RTA Runabout provides all ADA complementary paratransit services for the five fixed route transit agencies in the County, providing 43,669 passenger-trips in FY13-14 on the RTA Runabout program (more than double that provided in FY02-03). Over the past 20 years, RTA services have become established among all elements of the community, carrying children, university students, commuters, visitors, and disabled and elderly riders throughout the County.

Additional services, moreover, are currently planned that will expand transit services in the County. The 2010 RTA Short Range Transit Plan calls for moderate growth in transit services to meet increasing demand though 2016. This is echoed in the Draft 2014 SLOCOG US-101 Mobility Study and the Draft 2035 SLOCOG Regional Transportation Plan; the former calls for moderate growth in transit services in the communities along the primary corridor through the county, while the financially-constrained RTP calls for moderate transit growth throughout the county.

The existing administration, operations and maintenance facility, however, will not support expansions in regional transit service, and indeed are inadequate to support existing services efficiently. As will be detailed later in this report, the current leased facility is too small to efficiently maneuver large vehicles – particularly in the vehicle maintenance area. A new facility is therefore necessary to adequately provide for three business elements essential to the provision of a transit service: administration, operations and maintenance.

<u>Administration</u> includes the typical office functions of a business. These include management, personnel, payroll, customer information, planning and budgeting. This function requires office space and equipment. In a small operation such as RTA's, housing Administration in the same location as the Operations and Maintenance functions serves to maintain communication and establishes a better relationship between management and labor.

<u>Operations</u> relates to the actual operation of bus services. It includes scheduling, training, dispatch and bus operations. Bus Operators are included in the Operations unit, which typically has the majority of a system's employees. The Operations unit requires

Bus Operator locker rooms, a ready room next to a dispatch office (to provide space for Bus Operators to receive work assignments, pick up equipment, relax between work assignments, and for small group training sessions), and sufficient parking area for the entire bus fleet.

Maintenance relates to all functions required to keep the vehicle fleet in clean and safe working order. The scope of Maintenance activities actually performed can vary. Frequently, in smaller systems, some functions that require specialized skills or equipment are performed by vendors. At a minimum, the Maintenance functions performed should include daily cleaning, inspection and fueling of buses; "running repair" of minor defects (e.g., replacement of bulbs or belts, brake adjustment, checking and addition of fluids); minor body repair or painting, tire changes, and scheduled preventive maintenance activities.

The Maintenance function requires, at a minimum, bay spaces with vehicle lifts for working on buses; storage space for parts, materials, tires and fluids; locker space for technicians; and space for cleaning of buses. Provision for steam cleaning of engines in preparation for repair work is generally recommended. Additional tools, equipment and space may be provided depending on functions to be performed. Because some materials used in bus operations are potentially toxic or harmful to the environment (e.g., engine oil, gasoline, diesel fuel, coolant), facilities to contain and treat wastes are required for bus maintenance operations.

These three functions are currently housed in a leased facility located at 179 Cross Street in San Luis Obispo, CA. This building is owned by Cornerstone Development, and the shell of the building was constructed in 2006 on a 2.7 acre lot. RTA completed tenant improvements in 2009, which provided space for operations and maintenance, as well as a paved/fenced area for revenue vehicle parking. Employee parking is provided in the unfenced area on the north, south and east portions of the lot surrounding the building.

This facility has several existing shortcomings:

- The availability of only two "tandem" maintenance bays is insufficient for RTA's fleet size, and reduces the efficiency of vehicle maintenance.
- No storage area is available for the storage of batteries, and space for tire storage is insufficient.
- There is no room available for any potential expansion.
- The location of this facility several miles from the downtown San Luis Obispo transit center results in increased deadhead travel costs and poor customer service.

If RTA is to provide an efficient, effective and customer responsive transit service over the next twenty years, a permanent operating base, well sited with respect to route operations, with suitable interior space on an area large enough to accommodate fixed

route bus, paratransit vehicle, support vehicles, and employee automobile parking is essential.

The remainder of this report provides an analysis of the functional requirements for an RTA operating base (e.g., what functions should be accommodated, what space is required for each function); determination of the required facility size (building space, total area); a cursory review of twelve possible sites for the facility; and an assessment of the probable costs of facility development. Finally, this report recommends that the RTA Board of Directors formally select a preliminary single preferred site, so that additional environmental review can begin.

The site assessment is based on discussions with local real estate professionals and field inspection of each site for size, topography, access and surrounding development. In addition, the availability of utilities at each site (communications, water, electric, sewage) was identified through a review of utility mapping, and the presence of wetlands and floodplain was identified through a review of existing mapping.

SECTION 2: FUNCTIONAL DESIGN

A key step in developing an efficient functional design is identifying the scope of transit fleet and operations that this facility is intended to support. As of January 2015, RTA directly operates a fleet of 45 vehicles (24 heavy-duty and medium-duty buses, and 21 paratransit vans) for core RTA services, as well as consolidated County and Paso Robles Express services. In addition, RTA provides administration oversight and maintenance services for South County Transit, which operates seven heavy-duty buses. Based upon the recommendations of the *2010 RTA Short Range Transit Plan*, the total vehicle fleet size will remain relatively unchanged through 2016, with only focused service expansions to meet increasing demand. For example, RTA plans to purchase over-the-road coaches to expand fixed route services along the US-101 corridor during peak commute periods. Another example is planned increases in Runabout service levels to meet burgeoning demand. Nonetheless, for purposes of this study, it is assumed that transit miles/hours will increase 1% annually between 2016 and 2035 (the planning horizon for this evaluation).

The space allocations estimated for facility planning discussed below are based on an analysis of transit operating facilities conducted for the Federal Transit Administration¹.

A. ADMINISTRATION

The guideline for Administration space is:

Administration Space = 752 square feet + 258 square feet x number staff members

¹ SG Associates, Inc., *Transit Garage Planning Guidelines, A Review*, Urban Mass Transportation Administration, DOT-I-87-31, Washington DC., August 1987

The Administration and non-driver Operations staff projected in 2035 will consist of 40 staff positions, which will require approximately 11,150 square feet, including shared space with the Operations and Maintenance functions. See Table 1 on page B-1-8 for details. The Administration area in RTA's transit operating base will typically accommodate the following distinct areas:

<u>Area</u>	Square Feet
Executive Director's office	200
CFO/Director of Administration's office	180
Grants Manager's office	150
Marketing Manager's office	150
Human Resource Manager's office	150
Special Project Coordinator's office	150
Account Technician's office	150
Administrative Assistant's office	150
Files and storage areas	500
Production area	200
Restrooms (accessible)	240
Training/meeting room	800

B. OPERATIONS

The operations component of an operating base typically includes:

- Operations Manager office
- Dispatch area
- Clerks and/or Supervisors

- Bus Operators' room/locker area
- Radio/networking room
- Restroom

The guideline for Operations space is:

Operations Space = 938 square feet + 22 square feet x fleet size

For the 2035 RTA fleet of 61 buses and vans, the guideline suggests a distinct Operations unit space of 2,300 square feet, not including shared space with the Administration unit discussed above. See Table 1 on page B-1-8 for details. Considering the specific requirements of RTA, the space within the transportation area can be allocated as follows:

<u>Area</u>	Square Feet
Operations Manager's office	200
Trainer's office	150
Dispatch rooms (FR & DAR)	600
Radio & Networking room (climate controlled)	150
Rest Rooms with showers (2)	300
Secure revenue room	100
Files and storage areas	150
Bus Operators' room / locker space	400

Building mechanical room

100

TABLE 1: RT	A20-Year l	Functional	Space Requi	irements	
Input Data	J	anuary 2015			
Administrative Employees on Site			40		
Total Employees on Site			86		
Number of Peak Buses			46		
Annual Vehicle Service Miles			2.336.960		
Number of Staff Cars			9		
Number of Vans/Trucks in Fleet			4		
Number of Mini-Buses in Fleet (16	6-32 psgr)		24		
Number of Large Buses in Fleet			37		
Program Element	Factor	Ind Var	Y Int	S	quare Feet
Administrative Space Managers Office Conference Room Employee Support Passenger Services Storage	258	40	752		11,100
Operations Space Superintendent's Office Dispatcher's Office Clerical Office Training/Drivers Room Lunch Room Locker Room Radio Room	22	61	938		2,300
Maintenance Area	1,389	23	564		33,000
Work Bays	2.34	2	3.79	9	
Parts Storage	233	23	(1,923)	3,500	
Maintenance Storage	52	23	(402)	800	
Parts Cleaning				180	
Maintenance Offices				500	
Mechanic's Locker Room				300	
Total Building Minimum Floor Area					46,400
Outdoor Circulation, Storage, Servici	ng, Inspection	1			
Full-Size Bus Storage	900	37			33,300
Mini-Bus Storage	675	24			16,200
Van/Truck Storage	420	4			1,680
Service Lane / Wash					3,500
Circulation (Depending On Site)					27,340
Employee Parking	300	86			25,800
Staff Vehicle Parking	300	9			2,700
Visitor Parking	300	12			3,600
Subtotal: Pavement					114,120
Subtotal: Developed Area					160,520
Landscaping & Setbacks (25 percent)				40,130
Total Minimum Site Area				or	200,650 Sq. Ft. 4.6 Acres
Source: Transit Garage Planning Guidelines: A	Review, USDOT	. 1987.			

C. MAINTENANCE

The largest area in the Maintenance unit of an operating base is the work bay area where the various activities associated with vehicle maintenance are performed. Other Maintenance areas, depending on the functions performed, are used for:

- Component testing and repair
- Parts cleaning
- Steam cleaning
- Painting

- Storage
- Daily bus servicing and cleaning
- Maintenance office
- Parts storage

The guideline for Maintenance space is:

Maintenance Space = 564 square feet + 1,389 square feet per 100,000 annual vehicle *miles*

Annual vehicle-miles are estimated to total 2,336,960 in 2035, as also shown in Table 1 on page B-1-8. The Maintenance space suggested by the guideline is 33,000 square feet.

The Maintenance space is typically divided into the following:

- Repair bays
- Paint/body shop
- Parts storage
- Steam cleaning
- Tire shop/storage

- Maintenance office
- Battery storage room
- Mechanics' lockers
- Brake repair
- Mechanics' restrooms

This list does not include an overhaul shop, as major component overhauls will not be performed in the facility. Similarly, major body and paint work will be performed elsewhere, obviating the need for separate space for these functions. Nonetheless, presented below are several important specific areas necessary for an efficient maintenance shop.

1. Repair Bays

The typical work bay for bus servicing is roughly 60 x 20 feet (1,200 square feet), including space for the vehicle and room around the vehicle for equipment, tools and work space. Bus lifts (typically portable in smaller operations) should be provided for several of the bays with adequate overhead clearance to permit raising the bus for comfortable work space underneath. Adequate fall protection must be built-in to permit technicians to perform repairs to the roof of the vehicles. Periodic maintenance inspections and suspension alignments can often be facilitated using one fixed/in-ground or parallelogram lift, space permitting. Drop hoses for compressed air and fluids are highly recommended, as well as vehicle exhaust evacuation systems to ensure a safe and clean working environment for technicians.

As shown in Table 1 above, the guideline for the number of work bays is 3.79 + 2.34 per million vehicle-miles, or nine bays for RTA's future 2035 operation. This equates to 10,800 square feet. It should be noted that based on current FY14-15 budgeted service levels, seven work bays are suggested – even though RTA is currently struggling with only two full-length work bays and two half-length bays.

2. Parts Storage

Table 1 above shows that the guideline for parts storage area is:

Parts Storage = 233 square feet/100,000 vehicle-miles - 1,923

This equates to 3,500 square feet. This parts storage area should be fully enclosed and secured.

3. Tire Shop/Storage

Tire work may be done in a general bay or in a specialized area. The need for tire storage depends on arrangements for delivery with the tire service vendor. It is assumed that RTA will do relatively little tire work (e.g., tire recapping would be completed by an outside vendor). It is assumed that RTA will have the capability to store tires and to mount tires on rims, but that work will be done in one of the general maintenance bays rather than a specialized area. An allocation of 1,200 square feet for tire storage and work is suggested.

4. Body and Fabrication Shop

It is suggested that minor body work and fabrication (including a cutting/welding area) be completed in or adjacent to a general repair bay, with major body work contracted to vendors. A separate body shop is therefore not necessary.

5. Paint Shop

At present, only minor touch-up painting is done on-site. Undertaking major bus painting activities would require construction of a full paint booth, fully enclosed to contain vapors with appropriate air filtering and exhaust systems. Continued contracting for bus body painting is recommended and assumed.

6. Battery Storage

Some batteries should be stored in an enclosed room adjacent to repair areas. The walls and floors should receive an acid resistant treatment. An emergency eye-wash station must be provided. A 100 square foot area is recommended.

7. Parts Cleaning

The ability to clean parts in dip tanks (for chemical cleaning) or in enclosed sand or bead blasting units facilitates repair and reuse of parts. This analysis also assumes that a Diesel Particulate Filter cleaner/oven will be placed in this area. While a separate parts cleaning area need not be provided, an area of 180 square feet for parts cleaning tanks, a DPF oven, and related equipment is assumed.

8. Electrical Shop

A separate electrical repair area is suggested since electrical equipment should be separated from the dust and dirt of the general maintenance area. Electrical equipment that is installed on board buses is becoming more sophisticated, including the use of multiplex wiring, electronic fareboxes and GPS-based automatic vehicle location systems. An area of 200 square feet is recommended.

9. Maintenance Offices

Total office area of 500 square feet for the Maintenance Manager, Shop Foreman and Shop Clerk (including maintenance records and computer systems) is recommended. This area could also house computer stations used by Technicians for research, parts ordering and entering work order data into the computerized maintenance software system.

10. Restrooms/Showers/Lockers

Separate male and female restrooms that include showers and lockers are proposed in the Maintenance area, equating to 400 square feet.

11. Maintenance Area Summary

square feet
square feet

The sum of individual/specific areas presented above (16,880 square feet) does not include the considerable circulation space needed, nor does it include large tools/equipment storage space needed for a modern maintenance facility.

ATTACHMENT 3 D. BUS SERVICING, WASHING, STORAGE, AND CIRCULATION

1. Servicing

To assure a safe and reliable operation, buses should receive both a Bus Operator pretrip inspection and post-trip inspection each day. The pre-trip inspection will typically be limited to assuring working lights and gauges, adequate air pressure and a look at the tires. The post-trip Bus Operator vehicle check-in process determines if any damage to the body or tires, missing lug nuts, etc. have occurred during that employee's shift. This inspection can either be performed in the bus parking area or in the service line.



ATTACHMENT 3 FIGURE 1: CONCEPTUAL SITE PLAN

2. Washing & Fueling

Regular bus cleaning and washing is essential if riders are to view bus use as safe and desirable. Nightly cleaning of the bus interior for trash removal and sweeping is provided by Bus Operators. In addition, revenue vehicles are washed at least once every three days by Utility Workers. An automatic bus washing system is recommended, both for water-saving/recycling and for labor-saving purposes. Washing should be done in a protected area with adequate drainage leading to the facility's oil separation and grit removal system. A 50 foot x 20 foot (1,000 square feet) wash bay, adequate for installation of automatic equipment and a water recirculation system, is suggested.

The ability to steam clean an engine prior to repair enhances the ability of the technician to perform the work efficiently. Steam cleaning should be done in a partially enclosed area with a floor drain leading to the facility's oil separation and particle trapping system. To make efficient use of the facility construction funds, it is recommended that steam cleaning occur in a 1,000 square foot area adjacent to the bus wash bay.

RTA diesel-powered vehicles that are parked at the 179 Cross Street facility are currently fueled on-site by a tanker service each night; the same is true for vehicles parked-out in Paso Robles and in Arroyo Grande. The gasoline-powered vehicles (primarily paratransit vans, but also Trolleys and medium-duty cutaway vehicles) are fueled off-site at card-lock facilities throughout the County. The conceptual site plan presented in Figure 1 above would provide adequate space for installation of on-site fueling for both diesel- and gasoline-powered vehicles, including dispensing of fuel additives such as Diesel Exhaust Fluid. The conceptual site plan could also accommodate compressed natural gas if this

technology is pursued, since a high-pressure natural gas line is located adjacent to the preferred site.

All told, space necessary for fueling and related equipment suggests the need for 3,500 total square feet.

3. Storage and Circulation

The space per vehicle required in a bus storage area depends on the parking arrangement adopted. To meet FTA security guidelines, it is assumed that the vehicle parking and storage space will be securely fenced and monitored with closed-circuit cameras.

The least space is required for "conventional stacked parking." In this arrangement, buses are parked "head-to-tail" in parallel rows to permit independent ingress/egress of each bus where possible. An important parameter in designing such a facility is the length of these rows, as overly-long rows can introduce operational difficulties, since a given vehicle can be blocked by adjacent vehicles. For this reason, it is recommended that rows of no more than two vehicles be planned, as this configuration allows any one vehicle to be removed from the bus storage facility independently. Considering RTA's 2035 needs, area equivalent to approximately 51,180 square feet is needed to park the 37 heavy-duty buses and 25 paratransit vehicles, plus another 27,340 square feet for vehicle circulation.

E. EMPLOYEE PARKING

On-site parking space must be provided for employees and visitors. A standard of one parking space per employee plus a 10 to 15 percent visitor allowance is used. The projected operations/maintenance employee count in 2035 is projected to be 86, plus another 13 administrative staff members. This equates to a total of 95 parking spaces, including 12 for visitors. At 300 square feet per parking space (not including circulation and landscaping), the area required is 32,100 square feet.

F. SPACE REQUIREMENTS SUMMARY

Based on the operating assumptions and the analyses presented above, the space required for an RTA operating base for the year 2035 is 200,650 square feet, or 4.6 acres of net land. See Table 1 on page B-1-8 for details. The exact area needed for each of the three functional areas discussed above will ultimately depend on the orientation and features of any specific parcel, the parcel topography, and the building design. In addition, some portion of any site will be subject to front, side and rear set-back requirements and may require other treatments (e.g. on-site storm water retention). To accommodate these contingencies, a site of approximately 6.0 acres should be sought.

Example Site Plan

In addition to the facility square footage figures discussed above, design of a transit administration/operations/maintenance facility requires the establishment of specific

program elements. Based upon the requirements of RTA service, and the efficiency of operations associated with various design options, the following program options were identified for the new facility:

- The facility will be fenced to preclude vandalism of parked buses.
- Fareboxes should be emptied daily, in order to minimize the potential for employee or intruder theft. The facility should therefore be designed to allow fareboxes to be securely carried directly to the money counting room from the vehicle as it enters the facility.
- Utility Workers will conduct all on-site bus washing and vehicle fueling. Bus queuing space is therefore not necessary while waiting to use the wash facility.
- Tandem repair bays will be provided, as long as a pull-through design can be accommodated. Otherwise, single-deep repair bays will be planned.
- The site should be designed to minimize the need for right turns, which are more difficult to perform in a large vehicle.
- While providing adequate pavement for all vehicle movement and storage requirements, paved area will be minimized in order to minimize stormwater runoff.
- Curbs will be provided around all paved areas, in order to control stormwater runoff.
- All offices shall be in a single building, with convenient connections to encourage communication between staff members of the three divisions.
- To the extent possible, all employees will enter and exit the facility at a single entrance, in order to avoid the creation of a sense of division within the staff.
- All facilities should be sized to be functional, but financially and environmentally sustainable. Where effective, joint use of facilities by the three RTA divisions will be identified.
- If space permits, a board/community room could be considered in the facility, to encourage an understanding of day-to-day transit operations among decisionmakers and advisory committee members. This board room can also be used for staff training.

An effective site plan that meets the space program identified above is depicted in Figure 1 on page B-1-12. As indicated, the Administration, Operations and Maintenance functions would be provided in one structure located in the front of the site, with a connected bus storage and wash facility towards the rear. All employees and visitors would enter the building from the public parking lot into a central lobby area. To the left would be the administrative offices and board/training room. In the middle would be the

dispatch office (with a view of the bus parking area), Bus Operator room, and other operations functions. To the rear would be the Maintenance work space and offices, with the repair bays beyond.

A Bus Operator reporting for work would enter through this lobby, and pass through the Bus Operator room to check in. Exiting the building to the rear, the Bus Operator would walk to the bus storage area, perform the pre-trip inspection, and drive out of the facility to start their run. At the end of a work shift, the Bus Operator would either park the vehicle (if the vehicle will be used later in the day) or queue the vehicle at the fuel bay to conduct an end-of-day post-trip inspection. A Supervisor or turn-in Bus Operator securely transfer fares into the vault deposit system.

The Utility Worker would fuel the bus and then complete the washing procedure. The bus would then be parked, ready for the next day's service.

SECTION 3: PRELIMINARY SITE ANALYSIS

The site selected for development of a permanent operating base for RTA should meet several criteria. The site should:

- Be located reasonably close to the points at which fixed route buses begin and end revenue service.
- Be large enough to support development of required facilities (about 6.0 acres gross area).
- Be reasonably level, so that extensive grading is not required.
- Have provision of communications, water, electric and sewer service, or access to same.
- Be free of hazardous wastes or be capable of remediation at low cost.
- Be in an area of compatible land uses (preferably industrial or commercial).

The first criterion – location with respect to the start and end points of revenue service – is necessary to minimize non-revenue ("deadhead") vehicle-miles and vehicle-hours. It should be noted that deadhead operating costs occur daily for the life of the facility. Excess deadhead costs can become large over time and can affect the ability to provide service. RTA route operations now and projected in the future are concentrated in the San Luis Obispo area, while park-outs will be provided in Paso Robles, Arroyo Grande and Cambria to meet local transportation needs. A facility site within or immediately adjacent to the San Luis Obispo urbanized area is therefore necessary, in order to minimize deadhead costs.

There are a number of factors indicating that the appropriate site is located in the southern portion of San Luis Obispo, or to the west of San Luis Obispo along State Route 1, for the following reasons:

- All of the parcels within or adjacent to the City of San Luis Obispo that are zoned Office, Service-Commercial or Manufacturing are located to the south, relatively close to the Airport.
- A parcel along State Route 1 between San Luis Obispo and Morro Bay might also be largely compatible with surrounding uses.
- While property costs tend to be lower the further one travels from San Luis Obispo city limits, deadhead costs would increase the further a facility is located from the downtown transit center located at Osos/Palm.
- In addition, travel time reliability also tends to decline the further one travels to/from downtown San Luis Obispo. This has been quantitatively demonstrated in the SLOCOG 2014 US-101 Mobility Study.

For these reasons, the search of potential sites was confined to southern/southeastern San Luis Obispo and to land near the County Corporation Yard at Kansas Street / State Route 1.

Potential Sites Examined

A list of potential sites to be examined was developed by RTA staff and reviewed by the RTA Property Subcommittee. The Subcommittee was originally formed during development of the 2006 SLOCOG Moving Toward the Efficiencies of Synergy: Operating Plan and Financial Analysis for a Coordinated Transit Maintenance and Dispatch Facility report² and continued to meet when it became clear that RTA's current 2.7 acre leased site would not meet long-term needs of the region.

A total of twelve sites were originally identified by the Subcommittee, and these candidate sites were then reviewed with local real estate professionals and Public Works staff from the city and county. The following eight sites in the City of San Luis Obispo were found to be potentially adequate for current service levels but too small for future planned service levels:

- 1. 2950 Broad Street (3.3 acres)
- 2. 3450 Broad Street (3.5 acres)
- 3. 2885 South Higuera Street (2.9 acres)
- 4. 284 South Higuera Street (2.9 acres)
- 5. 4100 Vachell Street (2.6 acres)
- 6. 2923 and 3021 South Higuera Street (2.7 acres)
- 7. Orcutt Street at Duncan Street (3.2 acres)

² Study led by SLOCOG, in conjunction with Majic Consulting, June 2006.

8. 201 Bridge Street (3.4 acres)

Based on those evaluations, the twelve original sites were narrowed down to four sites. All of the remaining four sites currently have proper zoning of either Public Facility, Manufacturing, or Office. Only the Prado site is located in an identified 100-year floodplain. The four sites can be described as:

- 1. Kansas at State Route 1 in unincorporated San Luis Obispo County (6 acres)
- 2. 125 Venture Drive in the City of San Luis Obispo (9.3 acres)
- 3. 4880 Broad Street in the City of San Luis Obispo (5.7 acres)
- 4. 40 Prado Road in the City of San Luis Obispo (10 acres)

Below is a summary of the positive and negative factors for each of these four sites, based on discussions with Public Works staff, field reviews, inspections of available records, and discussions with the land owners (where possible).

Site 1 – Kansas Avenue at State Route 1

This site is approximately 6.0 acres in total size and is relatively level, although it backs up to a major rock outcropping. The land is currently leased to a local rancher for seasonal agricultural cultivation purposes. It is owned by the County, and it is zoned Public Facility. It is located along State Route 1, which is considered a Federal Scenic Highway. The Mainini Ranch property to the east is zoned Agriculture, which includes ranch houses. The land immediately to the west is planned for a new County Women's Jail, and parcels adjacent to the Jail land include the Woods Humane Society facility, a County-owned fueling facility and the rest of the County's Corporation Yard.

Major access to the site is provided by State Route 1, although RTA would be responsible for extending Oklahoma Avenue approximately 1,200 feet to the subject parcel. In addition, utilities would also have to be extended along the new roadway section.

Positive Factors

- Zero land acquisition costs, although the County would require land-lease payments in return for a long-term lease.
- Relatively good access to the downtown transit center via State Route 1 (a distance of approximately 4.8 miles).
- Relatively level site, with no apparent wetlands.
- Low potential for soil contamination.

Negative Factors

• Land-lease payments would require the use of limited operating funds.

- A lot split would be required to create the lot, and a Conditional Use Permit would be necessary.
- Since State Route 1 is a Federal Scenic Highway, the buildings cannot be within 100 feet of the highway. Views of rock outcroppings must also remain. Parking of buses will probably need to be screened by the building and/or landscaping.
- The forested hill is a Sensitive Resource Area and development close to it may require additional mitigations.
- An expanded environmental study would probably be required (studies of noise, traffic, visual impacts, and archaeology). The adjacent Mainini Ranch property located approximately 500 feet to the east objected to the anticipated noise of the Woods Humane Society project prior to its development and may object to bus operations as well.
- Infrastructure costs to extend Oklahoma Avenue and utilities could be significant.
- Would increase regional vehicle miles traveled for RTA employees, most of whom live along the US Highway 101 corridor.

Site 2: 125 Venture Drive

This 9.3-acre site is located in the southern end of the City of San Luis Obispo, approximately 4.3 miles from the downtown transit center. The site includes an existing building with 116,550 square feet of warehouse and office space (79,400 and 37,150 square feet, respectively). It is zoned Manufacturing and has compatible nearby land uses (Business Park and Service Commercial). During the evaluation period, the site was listed for sale at \$13.9 million.

While the site is geographically located relatively close to RTA's existing leased site, access from the site is significantly worse. The offset alignment of Los Osos Valley Road and Vachell Lane on South Higuera Street results in an unprotected left turn from Vachell Lane toward the US-101 / Los Osos Valley Road interchange. Buses heading toward the downtown transit center could simply proceed on northbound on South Higuera, but buses heading toward the southern portion of the County would require significant out of direction travel.

Positive Factors

- Level site, with no apparent wetlands or soil contamination.
- Sufficient excess land on the parcel could be paved and used for a bus parking area.

- Sufficient building space already constructed, with a 26-foot minimum ceiling height within the warehouse. This facility could be relatively simple to modify for RTA uses.
- Adjacent land uses unlikely to protest a transit facility.

Negative Factors

- Very high purchase price. This could be mitigated if a portion of the building could be leased to a partner agency. However, the layout of the building on the site might make it difficult to effectively subdivide it.
- Access to destinations toward the south is less than optimal.

Site 3: 4880 Broad Street

This 5.7-acre site is located just beyond the southern San Luis Obispo city limits, across from the airport. During the evaluation period, the site was undeveloped but entitled as a mini-storage project; it was listed for \$2,543,900. It is zoned Industrial and has compatible nearby land uses (Service Commercial and Public Facility). Access to the site is from South Broad Street, although this site is located approximately 3.9 miles from US-101 at Los Osos Valley Road. The site is located 3.8 miles from the downtown transit center using surface streets. The site has a moderate grade rising from the street toward the back eastern portion of the parcel.

Positive Factors

- No apparent wetlands or soil contamination.
- Adjacent land uses unlikely to protest a transit facility.

Negative Factors

- Would incur acquisition costs.
- The "bowtie" layout and the moderate slope of the parcel might present design challenges.
- Access to US-101 is limited.

Site 4: 40 Prado Road

This 10-acre site is located adjacent to US Highway 101 in San Luis Obispo. During the initial evaluation period, the southwest corner of the parcel was leased by a local U-Haul agent, while the northwest corner was leased by First Solar as a park-and-ride lot; the remaining parcel was leased for seasonal agricultural cultivation. The site is zoned O-PD (Office-Planned Development), and has been proposed for a variety of development proposals over the past two decades – most recently as a Circuit City retail outlet in 1996. However, that development was never implemented. It is surrounded by compatible land uses (Public Facility, Service Commercial and Conservation/Open Space). Access to this site is currently provided to/from northbound US-101, as well as from South Higuera via either Elks Lane or Prado Road. Adequate utilities are available.

A benefit of this site is the proximity of the County Department of Social Services offices two blocks to the east, as well as homeless services directly across the street. It should be noted that the Prado Day Center facility for homeless persons is currently looking to relocate in order to be closer to the overnight facility currently located on Orcutt Road near Broad Street.

Positive Factors

- Good access to both the downtown transit center (approximately 2.5 miles) and a nearby cardlock fueling facility.
- Compatible adjacent land uses.
- Could provide good opportunity for shared use of specialized maintenance equipment with City of San Luis Obispo Transit, which is located at the City Corporation Yard across the street.
- Level site, with no apparent wetlands.
- At the time of the initial evaluation, the parcel was too large for RTA's needs, although subdividing the property was seen as a possibility.

Negative Factors

- Would incur acquisition costs.
- The site is located in the FEMA 100-year floodplain. As such, the facility would need to be constructed to avoid damages caused by flooding, as well to mitigate any possibility of contributing to flooding.
- The U-Haul facility was formerly used as a Union 76 service station, which could pose a hazardous materials contamination problem. However, May 2014 soil sampling and records reviews demonstrate that no contamination is present.

 There is a possibility that the hook ramps from and to US-101 could be eliminated in the future, or that a portion of the parcel could be needed to construct a modern interchange. If access to US-101 is eliminated, the deadhead miles and time is no worse than it is from RTA's current facility using surface streets.

Comparison of Sites

A summary of the advantages and disadvantages of each site is presented in Table 2 on page B-1-22. This table presents a simple comparison of the sites, by assigning a positive one for a relative benefit of a particular site, a minus one for a relative disbenefit, and a zero for a site near the average of the sites. These values are based upon the site visits, as well as RTA staff's review of existing documentation. It should be noted that this analysis should be considered preliminary, since the project will ultimately need to be considered in light of both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

As indicated in the table, Site 4 Prado Road stands out as the preferable option with a positive score of four. The next highest ranking site is Site 2 Venture Drive, with a score of negative three. The primary drawback of Site 4 Prado Road is its inclusion in a 100 year floodplain. Nonetheless, based on discussions with city public works and planning staff, design considerations can be made to adequately address this shortcoming.

A bus storage and maintenance facility is listed in 23 CFR § 771.117(d) as eligible for a documented Categorical Exclusion if the facility would be located in an area used predominantly for industrial or transportation purposes where construction is not inconsistent with existing zoning. This siting analysis report assumes that RTA will undertake a joint CEQA/NEPA review focused on the 40 Prado Road site before taking any further steps toward constructing a long-term facility.

TABLE 2: Evaluation of Potential Sites					
	November 20	14			
		Site 1:	Site 2:	Site 3:	Site 4:
		Kansas	Venture	Broad	Prado
#	Evaluation Criteria	Street	Drive	Street	Road
Uniq	ue RTA Selection Factors				
1	Access to US-101	0	-1	-1	1
2	Proximity to Transit Center	-1	0	0	1
3	Configuration of Parcel	0	0	-1	1
4	Compatible with Surrounding Land Uses	-1	0	0	0
5	Potential Land Costs	1	-1	0	0
6	Infrastructure Costs	-1	1	0	0
7	Coordination Opportunites with Other Transit	-1	-1	-1	1
8	Coordination Opportunities with Social Service Agencies	0	-1	-1	1
	Subtotal	-3	-3	-4	5
Curs	ory Review of CEQA Evaluation Factors		T	1	•
9	Aesthetics ¹	-1	0	0	0
10	Agricultural & Forestry Resources ²	-1	0	0	0
11	Air Quality	0	0	0	0
12	Biological Resources	0	0	0	0
13	Cultural Resources	0	0	0	0
14	Geology/Soils	0	0	0	0
15	Greenhouse Gas Emissions ³	0	0	0	1
16	Hazards & Hazardous Materials ⁴	0	0	-1	-1
17	Hydrology/Water Quality ⁵	0	0	0	-1
18	Land Use Planning	0	0	0	0
19	Mineral Resources	0	0	0	0
20	Noise ⁶	-1	0	0	0
21	Population/Housing	0	0	0	0
22	Public Services	0	0	0	0
23	Recreation	0	0	0	0
24	Transportation/Traffic	0	0	0	0
25	Utilities/Service Systems	0	0	0	0
	Subtotal	-3	0	-1	-1
	TOTAL	-6	-3	-5	4

Note 1: The Kansas property is located adjacent to a Federal Scenic Byw ay and would likely require mitigation.

Note 2: The Kansas property is located in an area deemed Farmland of Local Importance, and the 4880 Broad property is located in Farmland of Local Potential, according to California Department of Conservations maps.

Note 3: The 40 Prado property is located the nearest to the dow ntow n transit center, and would reduce VMT in comparison to the existing RTA facility at 179 Cross Street.

Note 4: The 40 Prado & 4880 Broad properties are located in Airport Safety Area S-1b – Areas within gliding distance of prescribed flight paths for aircraft operations at less than 500 feet above ground level, plus sideline safety areas, and inner turning zones and outer safety zones for each runw ay

Note 5: The 40 Prado property is located in FEMA defined a 100-year floodplain.

Note 6: The Kansas Avenue property might encounter resistance from neighboring Mainini Ranch due to noise generated by a bus facility. The 40 Prado property is located in the Airport's projected 55dB noise corridor, while the 4880 Broad property is located in the projected 60dB noise corridor.

ATTACHMENT 3 SECTION 4: POTENTIAL PROJECT COST

The information presented in previous sections can be used as the basis for an estimate of the cost that would be associated with a long-term RTA administration, maintenance and operations facility. The facility size and other quantity requirements identified in Section II are used as basis for the on-site cost estimate.

Unit cost information was obtained from a number of sources:

- Building construction unit costs were based upon actual costs of similar industrial construction projects in the San Luis Obispo area, as reported in conversations with various local developers and contractors (notably, staff at Richardson and Company). These figures also reflect a functional but relatively low-cost method of construction, such as "tilt-up" or prefabricated metal construction. Any architectural detailing (such as rock facing) would be limited to the front and entrance side of the building.
- Roadway and sidewalk unit costs were based upon recent costs incurred by developers for similar projects.
- Costs associated with specialized equipment (such as compressed air systems and vehicle lifts) were based upon the costs associated with these items for similar transit facilities around the country.

The square footage totals were presented in Table 1 on page B-1-8 above, and results in the following cost estimates:

- Office Space: \$200/square foot, or \$2,680,000 total
- Maintenance Area: \$110/square foot, or \$3,630,000 total
- Paving: \$7.50/square foot, or \$850,730 total
- Commercial Land: \$12/square foot for commercial land, equating to \$522,720/acre. The total land cost, based on the 6-acre site discussed above, would be approximately \$3 million.

The \$9,774,330 cost figure includes estimates of the cost associated with office furnishings (for administrative, operations, and maintenance offices) and typical maintenance area infrastructure (a compressed air system, employee lockers, lighting and electrical outlets, etc.). This does not include the costs for environmental documentation/mitigation, design/engineering or local/regional permits. It should be noted that some of the existing furnishings and maintenance area infrastructure could be relocated to a new facility, which would slightly reduce the estimated cost presented above.

No costs are included in this figure for specialized maintenance equipment (other than that identified above), such as work tables, specialized equipment, or hand tools, nor are costs included for additional computer equipment necessitated by the new facility. In addition, no costs are assumed for any onsite cleanup of hazardous materials, or unusual utility connection work.

Finally, this analysis (and resulting costs) do not include the storage and/or maintenance of vehicles owned by other transportation providers in the County. The potential for joint storage and maintenance is currently being examined.



Addendum #2: Answers to Questions & Clarifications Design & Engineering Services for RTA Bus Maintenance Facility June 7, 2018

1. <u>Question</u>: Are resumes counted in the 25-page limit?

<u>Answer</u>: No, resumes need not be included the base 25-page Statement of Qualifications document. Resumes (and the other five forms referenced in question #8 below) can be included in a clearly-marked appendix to the base Statement of Qualifications package. Please note that Selection Committee members will rank each firm's Statement of Qualifications based solely on the information included in the 25-page base document in order to "short-list" consultant teams; RTA staff will review the entire submittal package to determine responsiveness. As such, it is up to each proposing firm to clearly describe the pertinent experience and role of each team member in the body of the base document. If Selection Committee members wish to review the resumes in the Appendix, they may do so – but their initial scores will be solely based on the 25-page base proposal.

In any case, we ask that resumes for each selected team member be limited to two pages each. We also ask that all submittal documents be printed two-sided to save paper.

2. <u>Question</u>: There doesn't appear to be a Lobbying Restriction Form or DBE Utilization Form in the RFQ. It mentions it is provided in Attachment Two but I don't find it there. Is this form required of a) prime firm, and b) all subconsultants? Will it count toward the page limit?

> <u>Answer</u>: Please see ATTACHMENT C – LOBBYING RESTRICTIONS CERTIFICATION and ATTACHMENT D – DBE UTILIZATION FORM. Both of these newly-developed forms should be completed by the prime firm, and included in an appendix to the Statement of Qualifications submittal.

> It should be noted that ATTACHMENT C will subsequently need to be filled out by each subcontractor to the successful bidder as part of future development of the final Agreement document. In addition, the successful bidder will need to

The Regional Transit Authority is a Joint Powers Agency serving residents and visitors of:

Arroyo Grande Atascadero Grover Beach Morro Bay Paso Robles Pismo Beach San Luis Obispo and The County of San Luis Obispo

submit additional DBE documents (Participation Schedule, Letters of Intent, Affidavit) during contract negotiations.

3. <u>Question</u>: Does the financial info count toward the 25-page limit?

<u>Answer</u>: As indicated on page 29 of the RFQ, the financial information should be included in a separate envelope clearly marked with the prime bidder's name and the words "Confidential Financial Information." The contents of the financial information envelope do not count toward the 25-page limit.

4. <u>Question</u>: Will a Receipt of Addenda Form be provided? Will it count toward the 25page limit?

> Answer: Yes, see the attached ATTACHMENT E - RECEIPT OF ADDENDA FORM. The prime firm should fill-out this newly-developed form and include it in the appendix mentioned above. ATTACHMENT E will not count toward the 25-page limit.

5. <u>Question</u>: On ATTACHMENT B, do you want the prime and subs to fill it out?

<u>Answer</u>: Only the prime firm should fill out the ATTACHMENT B - CONTACTS LIST form.

6. <u>Question</u>: It is not clear from the Preliminary Budget included in Addendum 1 if the building itself is accounted for within this budget. Typically, a project like this might have a separate line item that would include the purchase/installation of a warehouse type building with necessary improvements to customize the use, or a line item for the square footage and cost per square foot to build something custom on-site. Can you let me know if that's included here already under another category, or will that need to be added?

<u>Answer</u>: As noted in Addendum 1, the *RTA Bus Maintenance Facility Preliminary Budget* document includes all design/engineering, construction and related elements to complete the \$12.4 million project. We did not develop a preliminary budget that separates the construction of the building from the other non-building elements. We realize this planning level budget may be inadequate to complete the project. The RTA may need to seek additional funding based on cost estimates that will be developed by the successful design/engineering firm in Task 4. 7. <u>Question</u>: Can the confirmation of agreement to insurance requirements be included as a statement in our introduction/cover letter that we agree to the requirements?

<u>Answer</u>: Yes. As alluded to in Section VI – General Information of the RFQ, we are presuming that by submitting its proposal each firm is certifying that it will comply with the requirements included in the RFQ and related addenda. To make it even clearer, we herein require that your intro/cover letter include the following statement:

"By submitting our proposal, we herein certify that our firm and all proposed subcontractors agree to comply with the performance criteria and contracting clauses included in the RFQ and related addenda."

8. <u>Question</u>: What is included in the 25-page limit?

<u>Answer</u>: To be clear, none of the items included in an appendix to the base Statement of Qualifications submittal count toward the 25-page limit. The appendix may include:

- a. ATTACHMENT A REFERENCES
- b. ATTACHMENT B DESIGNATED CONTACTS LIST
- c. ATTACHMENT C LOBBYING RESTRICTIONS CERTIFICATION
- d. ATTACHMENT D DBE UTILIZATION FORM
- e. ATTACHMENT E RECEIPT OF ADDENDA FORM
- f. Resumes of key design team members

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ATTACHMENT C LOBBYING RESTRICTIONS CERTIFICATION RTA Bus Maintenance Facility Design/Engineering

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

- 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

 Signature of Offeror's Authorized Official
 Name of Offeror's Authorized Official
 _ Title of Offeror's Authorized Official
 _ Date
ATTACHMENT D DBE UTILIZATION FORM

The undersigned Offeror has satisfied the requirements of the RTA Bus Maintenance Facility design and engineering solicitation in the following manner (please check the appropriate space and fill-out the percentage):

	The Bidder/Offer is committed to a minimum of% DBE utilizati					
this contract.						
	_ The Bidder/Offeror (if unable to meet the DBE goal of %	6) is committed to a				
minimum of% DBE utilization on this contract and submits documentation						
demonstrating good faith efforts.						
	Signature of Offeror's Authorized	d Official				
	Name of Offeror's Authorized O	fficial				
	Title of Offeror's Authorized Offi	cial				
	Date					

ATTACHMENT E RECEIPT OF ADDENDA FORM

The undersigned Offeror has read and understands the following addenda issued by the RTA as part of the design/engineering procurement for the Bus Maintenance Facility project:

Addendum #	Date Issued
#1	May 23, 2018
#2	June 11, 2018
	Signature of Offeror's Authorized Official
	Name of Offeror's Authorized Official
	Title of Offeror's Authorized Official
	Date



San Luis Obispo Regional Transportation Authority

Request for Qualifications for Design & Engineering Services for the RTA Bus Maintenance Facility

Submitted: June 20, 2018





Stantec Architecture Inc. 523 W. 6th Street, Suite 1200 Los Angeles, CA 90014

Section A. Introduction

June 20, 2018

Geoff Straw, Project Manager San Luis Obispo Regional Transit Authority 179 Cross Street San Luis Obispo, CA 93401

RE: Request for Qualifications for Design & Engineering Services for the RTA Bus Maintenance Facility

Dear Geoff:

The San Luis Obispo Regional Transit Authority (SLO RTA) Maintenance Facility will be a vital asset to the SLO RTA's operations. SLO RTA has the opportunity to create an innovative, functional and safe facility, which needs to be planned and designed not only for today's needs, but also for the future possibilities. SLO RTA needs a planning and design partner that thoroughly understands this facility type, the requirements and future trends of bus maintenance and operations facilities, and the best practices within the industry from around California and North America. The Stantec team is the right partner.

Stantec has been designing similar bus operations and maintenance facilities for transit and public agencies for more than 40 years, having planned and/or designed over 300 vehicle maintenance facilities in North America. The planning and design of transit operations and maintenance facilities is one of Stantec's major markets in which we work globally.

Stantec is the expert in designing creative, functional and highly sustainable projects. We believe that the following sets us apart from our competition:

We are Leaders in Planning & Design – Stantec has planned and designed more than 300 maintenance and operations facilities in North America.

Project Approach – Our charrette process is proven and efficient. We include stakeholder involvement which allows us to quickly respond to your comments, saving weeks of time and energy, and ensuring you and your stakeholders will get the project that you need to meet your goals and objectives.

Energy Efficient Design Methodology – Stantec is the leading architect in the United States for delivering innovative, creative, and energy efficient operations and maintenance facilities. We completed the country's first LEED Platinum Bus Operations and Maintenance Facility for TRANSPO and the largest LEED Platinum, net-zero energy operations and maintenance facility in Sacramento for SMUD. Whether Net Zero Energy or simply highly sustainable, the Stantec Team knows how to design operations and maintenance facilities to achieve that goal.

Our Team has the resources to address the required scope of work efficiently and effectively. Our understanding of the unique requirements of these types of facilities, our planning and design approach, and our established planning and design process will allow the Stantec team to partner with you on this very critical project.

By submitting our proposal, we herein certify that our firm and all proposed subcontractors agree to comply with the performance criteria and contracting clauses included in the RFQ and related addenda.Thank you for the opportunity to present our team's qualifications.

Regards,

Patrick M. McKelvey, AIA, PQP, Senior Principal 213-955-3530 | pat.mckelvey@stantec.com

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Stantec Submittal // San Luis Obispo RTA RFQ for Design & Engineering Services for the RTA Bus Maintenance Facility 2

Section B: Profile of the Firm



TriMet Powell Garage Bus Operations & Maintenance Facility, Portland, Oregon



Stats

- 300+ OMF Projects Completed
- 400+ Design Awards
- 600+ LEED Projects
- 100+ Staff dedicated to Transit

Firm History

Founded in 1954, Stantec is a global design practice focused on creating better design at every scale. As a tightly integrated collection of design thinkers spanning scales, geographies and disciplines, we balance insight and aesthetics to solve complex problems and find vibrant, meaningful, high-performing solutions. We have proven that the most successful solutions are built on holistic thinking. We believe deeply thoughtful understanding is critical to solving today's complex challenges, and we combine this insight with aesthetics to create places that are functional and beautiful. We balance the broad expertise and international reach of a larger design firm with the personalized service and creativity of a local boutique design firm. Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging.

The work for this project will be performed primarily from Stantec's Santa Maria and Los Angeles offices. The Santa Maria office has been in existence since 2000 and in Santa Barbara County for 72 years. This Stantec office provides civil engineering services. The Los Angeles office has been in existence since 1989 and has been providing architecture and interior design services to transit and municipal clients since its opening. The 20-person Los Angeles office specializes in the design of transit and municipal operations & maintenance facilities and has completed more than 25 facilities in California. You won't find an architecture practice in the State of California that has completed more transit operations & maintenance facilities than Stantec.

Operations & Maintenance Facilities

Stantec is the nation's leading architectural firm specializing in the planning and design of operations and maintenance facilities. With over 40 years of experience. Stantec has built a major practice that has delivered over 300 bus, rail, streetcar, or public works maintenance facilities across North America. Stantec's core team of dedicated market specific professionals approach every project as a unique design opportunity that responds to each individual client's overall needs, opportunities, constraints, and most importantly their overall vision for the project. Our design process is centered on collaboration and specifically tailored to engage the stakeholders from the very start. This process utilizes the design charrette as the collaboration incubator which enables long term strategic thinking, and creates strong communication and dialog from the project's beginning. It also breaks down barriers thus empowering all individuals on the project to participate in the design and creation process.

Stantec excels at the national level because our design philosophy is centered on making operations and maintenance facilities about the people that work in these facilities, maintain the vehicles, and provide the valuable transportation and municipal related services to their communities. Design aesthetics, sustainability, neighborhood compatibility and community acceptance therefore play a vital role in the design of all of Stantec's maintenance and operations facility projects. We are now establishing the "What's Next" which includes meeting the WELL Building Standards, focusing on health and wellness, and bringing regenerative design to our clients and these facilities. Our process includes looking at the following:

Functionality – The programming, site planning, and concept design must be functional. Our entire approach is centered on developing facilities that will be functional and designed specifically for your staff and users based upon their desired operating procedures. Our design team will spend the necessary time to understand how your departments operate, share how similar organizations operate, and provide the latest innovative design solutions.

Safety – Ensuring that your master plan and facility design creates an overall efficient, yet safe environment is our top priority. Transit Operations and Maintenance Facility projects naturally combine employee vehicles with transit and non-revenue vehicles. Operations typically occur for 20-22 hours per day. Transit facilities must remain operational to assist in relief during natural disasters and large scale emergency situations. The Stantec Team understands these unique requirements and plan the facility accordingly.

Sustainability and Energy Efficiency – Our goal is to design exceptional places, facilities and work environments that help improve people's lives by being responsible stewards of the earth, and by addressing energy efficiency, healthy facilities, and respect for the environment. These values are inherent from master planning through final design, and are core to Stantec's mission.

Stantec has been committed to sustainability for decades, leading energy efficient and renewable energy innovations since the 1970s. Innovative sustainability that furthers design excellence and client missions is an essential part of how we work.

Firm Organization & Financials

Stantec Architecture Inc. is directly owned by qualified shareholders, the entity is a subsidiary of Stantec Inc. which was founded in Edmonton, Alberta, Canada where it is still headquartered today. Stantec has over 400 locations across Canada, the U.S., and internationally. Stantec's principal office for its U.S. operations is located in New York, New York. Each subsidiary or affiliate of Stantec may have staff located in a number of these locations and may utilize one or more regional offices in managing day to day operations. Please reference the attached organization chart showing Stantec subsidiaries and affiliates. For a full list of Stantec office locations, see www.stantec.com.

Stantec's financial statements are provided in a separate sealed envelope.



Section C: Project Approach



TRANSPO Emil 'Lucky' Reznik Bus Operations & Maintenance Facility - LEED-NC Platinum

"Stantec led a three day programming charrette, a five-day master planning charrette and a four-day concept design charrette for our new bus maintenance and operations facility. The master planning charrette examined 10 alternative concept layouts for the facility which included staffing levels, space requirements, access gate facilities, fueling for both diesel and CNG, wash, maintenance, bus parking and canopies, training areas, parts storage, bus operations and administration offices, projected construction and operations costs, and funding opportunities. Two concepts were selected for further evaluation and study. Throughout the charrettes, the Stantec team assisted UTA in focusing on goals and budgets to develop the best facility that will optimize our resources and work within the existing site constraints."

Greg Thorpe, UTA Project Manager

Project Understanding

The San Luis Obispo Regional Transit Authority (RTA) is in the process of developing a new Bus Maintenance Facility to accommodate the current and future fleet in order to properly serve the transit system needs across San Luis Obispo County. The transit system; consisting of the RTA fleet, the Runabout paratransit services, and contracted service to the City of Paso Robles, is anticipated to grow as ridership grows in SLO County. State of the art, safe, efficient and properly sized facilities are needed to accommodate the current and future fleet.

Even though the current 2.7-acre facility at 179 Cross Street has served RTA since 2009, it is woefully undersized for the current needs, let alone future growth. The facilities are outdated and in need of upgrades and expansion, which is just not possible on the current site. Additionally, the current lease on the property expires in 2022.

RTA has secured an 6.5-acre site located at 40 Prado Road across the street from the current facility. RTA needs to relocate to accommodate the growth in service and to improve its facilities.

IN 2014, RTA conducted a site selection and programming/concept site layout study. This study culminated in the San Luis Obispo Regional Transit Authority Board action to acquire the 40 Prado Road site. RTA then pursued and purchased the property and commenced with environmental clearances. It is envisioned that the Bus Maintenance Facility will consist of an administration/operation building of approximately 13,400 sf, an approximately 33,000 sf maintenance building, plus site improvements for on grade parking of staff/visitors, transit vehicles and buses, and on-site fueling and washing. The office building will be a single-story structure including offices, training room, drivers' room and restrooms/ lockers. The maintenance building will be a high bay single story structure for repair bays, paint and tire shops and support areas.

There will be a number of site related and neighborhood related design considerations in order to comply with the environmental and planning conditions.

Project Approach

The Stantec Team's collaborative approach incorporates multiple work sessions in San Luis Obispo with extensive dialogue with RTA leadership, staff and other stakeholders throughout the project. What makes this process work so effectively is your involvement, along with that of the users and key stakeholders. Stantec will lead your key staff and users though the charrette sessions during which we will explore alternatives and present them to your staff to gather feedback, which is then synthesized by the team and used to obtain consensus from all parties. As noted elsewhere in this proposal, this specific team has extensive experience working together in this format, so there will be no learning curve for our team.

Our Team's Design Approach

Task 1 Review Existing Conditions – conduct topographical, boundary and utilities survey of the site, conduct a geotechnical study and report, conduct a financial review of the project and recommend funding strategies, and develop a transportation electrification readiness plan.

Task 2 Facility Programming – verify the staff, vehicle and space needs and define the criteria and requirements of the facility.

Task 3 Conceptual Layouts – conduct a Master Plan Charrette to brainstorm ideas, develop viable alternatives in an interactive collaborative session, soliciting input from RTA and stakeholders. Develop Concept Design of the preferred alternative from charrette(s) and create a holistic design solution that meets the budget and accomplishes project goals.

Task 4 - 6 Final Documents – Develop design documents of the project to create a competitive bidding environment while maintaining strong design intent.

Task 7 Bidding and Award – Assist RTA in reviewing bids and awarding the project to the best qualified and most competitive design build team

Task 8 Construction Support Services – Be RTA's design representative during the construction process.

Scope of Services

TASK 1 - REVIEW EXISTING CONDITIONS

Information Gathering – Concurrent with the Task 2 Programming effort, we will be doing our due diligence in this task to conduct a topographical and utility site survey, conduct a geotechnical report, review the environmental studies and reports, review zoning information and confirm easements and setbacks, determine height limits, FAR, allowable uses and any other elements that may affect the outcome of possibilities for the design. Likewise, we will look at precedents and best practices related to other transit bus 0&M facilities around California and the Country.

Financial Review – The RTA's conceptual plans identify a need for \$12.8 million to complete the design/ engineering and construction phases. It is anticipated that the facility costs may exceed this initial estimate which is several years old. To date, the RTA has allocated approximately \$2.4 million in FTA Section 5307 funds, California Proposition 1B funds, and California Senate Bill 1 funds toward completion of the bus 0&M facility. As part of this task, the Stantec Team will test the RTA's financial capacity to complete the project, including assistance in determining methods of financing the project. This financial planning assistance will continue throughout the design/ engineering process so that the RTA can respond to any refinements in the estimated construction cost. At the outset of this task, the Stantec Team will review the RTA's historical funding streams, projected facility operating costs, and determine any weaknesses in the established governing documents (Joint Powers Agreement, established policies and procedures, etc.) to determine if the RTA should consider new policies that will expand your opportunities to fund the bus O&M facility project. This will also include a review of potential new funding sources that could be pursued.

New funding sources may include Federal and State discretionary capital funds, New Market Tax Credit funds, Federal and State infrastructure banks, private/public partnerships, municipal bonding, and traditional borrowing through a bank(s). If municipal debt financing is ultimately recommended as part of this task, the Stantec Team will assist the RTA in developing policies and procedures necessary to issue the financing instruments, as well as helping to develop a scope of work to eventually procure municipal debt advisor services and specialized counsel services. As the potential issuer, the RTA must ensure the selected municipal debt advisor has the necessary expertise to assist in determining the best type of financing for the agency, selecting other finance professionals, planning the debt financing instrument sale, and successfully selling and closing the debt instruments. While a municipal advisor plays a key role on the financing team, the Stantec Team will assist the RTA in developing a plan and accompanying policies such that the RTA will remain in control of the decision making process necessary for the issuance and sale of the debt instrument and/or implementing the financing.

Transportation Electrification Readiness Plan – The RTA intends for the new bus maintenance facility to accommodate future battery-electric bus and possible hydrogen fuel-cell vehicle technologies. The Stantec Team will assess the transportation electrification needs based on the current miles operated by each vehicle type (over-the-road coaches, 35- and 40-foot heavy-duty buses, 30- to 35-foot medium-heavy duty buses, cutaway paratransit vans, and wheelchairaccessible minivans), the operating profile of each driver/bus block assignment, and current bus technologies. The Stantec Team will also project the RTA's future transportation electrification needs based on a 1% annual growth in fleet miles.

The deliverable of this review will be a Readiness Plan detailing the electrification needs of RTA and an assessment of the infrastructure improvements required to achieve the end result.

Deliverables:

- Topographic, boundary, and utility survey
- Geotechnical investigation and report
- Financial capability report and recommendations
- Electrification Readiness Plan

TASK 2 - VERIFY FACILITY NEEDS ASSESSMENT

Program Review and Verification – The Stantec team will tour the existing facilities to gain an understanding of current operating procedures, philosophies, and conditions for the RTA Facility and conduct programming interviews with key RTA and City staff to ensure previous needs assessment documents still meet the functional and operational needs of the Bus Maintenance Facility. We will also review the existing projections and requirements for all aspects of the facility, including staff and vehicles as well as administration, operations, dispatch, storage, support facilities, exterior storage, parking, and site and building security. The information learned through the program review and staff interviews will result in an updated space needs program based on current operations and an appropriate future growth in RTA transit services. Space needs will be reviewed and updated for all interior and exterior spaces, as well as total site area requirements.

This RTA Transit Maintenance Facility Space Needs Assessment will be presented to RTA staff for review, comment and verification.

Deliverables:

- Space Needs Program
- Facility Assessment Report

TASK 3 - CONCEPTUAL FACILITY DESIGN LAYOUTS

Master Plan Charrette - After RTA review of the program document with your key stakeholders, we will bring the creative energy to your doorstep in the form of an on-site, 2-3 day, interactive design workshop; we call it a charrette. It is an energetic, interactive session in the sense that we have you and your stakeholders in the room at the drawing table and in the presentations to see the ideas develop, give us feedback on where you want it to go, and influence the end result. We will produce a number of options, pin them up and review with each of the RTA stakeholders. Not all issues will be figured out in the charrette but we will use the charrette to show you alternatives to get your feedback on what you like, what works and what doesn't. The intent of this work approach is that we come to the table with experience, innovation, and a spirit for discovery and collaboration.

This immersion environment is what incubates the great ideas and depth of the solutions we will create. It's a melting pot of all the great creative minds in the room and the leadership from our core team to create synergy in that paradigm to deliver the best solution possible.

Concept Design – After we have all the great ideas that come out of the charrette, the next step is to refine them into a concept design. We will likely have a couple of options with good potential to move forward. We'll develop those to a degree of detail that allows your team to decide which concept works. These concepts will all embody the goals set out at the beginning of the project. We'll provide pricing information in the form of a detailed line-item cost estimate. It will include hard and soft costs and verify that our team is working within the budget. Our deliverables at this point will be site plans, building floor plans, elevations and sections of the buildings, civil conceptual design, structural conceptual systems, mechanical, electrical and plumbing concepts, maintenance equipment plans, and sustainably driven design solutions.

Summary Report & Recommendations – A final report will be prepared in draft form summarizing the process, including the verified program and site plan for review by the RTA, prior to finalizing the report.

Deliverables:

Master Plan Charrette Report consisting of:

- Site plan options considered and final agreed upon option
- Documentation of the charrette outcomes
- Client Comments
- Minutes from the presentations
- Any other relevant documentation from the development of the schemes

Concept Design package containing:

- Site Plan
- Floor Plans
- Building Elevations
- Building Sections
- Concept Engineering Plan, Diagrams and Systems Narratives
- 3D computer generated model

TASK 4 – SCHEMATIC DESIGN

Develop Schematic Design Documents – Based upon the approval of Task 3, the Stantec team will develop the schematic design documents, including dimensioned drawings and initial guideline specifications for the Bus Facility. The schematic design drawings will be produced in Revit/BIM and will feature all required facilities including admin/ operations building, maintenance building, staff parking, support vehicle parking and bus parking. *Prepare Professional Perspective Rendering* – Stantec will prepare a rendered perspective of the project. The rendering will be provided to you in both large printed and electronic formats.

Sustainable Design – Stantec's philosophy is to design all our projects to be sustainable. While every project may not be LEED certified, every project is designed with sustainable practices and will be energy efficient, environmentally sensitive, and a healthy place to work. The team will explore potential means and methods to produce as sustainable a facility as possible, including both passive and active features. If designing a truly high-performance, energy saving, net-zero energy building is of interest, our team is one of the few in this industry that has this specific capability.

During the Charrette, we will set sustainability goals with your team and begin developing strategies to reach those goals. We will develop the LEED Checklist as a team with you at the table as well. The sustainable goals for the project will lead the design process from that point forward. We will look at the energy impacts of the design decisions we make and chose those that provide us the highest return on investment.

Stantec and its consultants are true leaders in the design of sustainable transit O&M facilities. We know how maintenance and operations facilities work, what the requirements are, and have a design process that delivers on the goals we set forth. We leverage the nuances of O&M facilities to provide sustainable benefits to the project that inform the design decisions we make. Anyone can design a building and add photovoltaic panels and call it a "green" building. The process of Design2Thrive is the key difference in how we approach the design process that has produced proven results in Stantec's projects.

Cost Estimate – The team's Cost Estimator, JYI, will prepare a cost estimate based on the Schematic Design documents. All estimates will be prepared using quantity take-off and unit prices and will include proper contingencies and soft costs, and will be reconciled with the project budget. If a budget concern exists it will be addressed immediately before proceeding to the next phase.

Deliverables:

- Schematic Design Drawings
- Rendering
- LEED/Sustainability Report
- Cost Estimate

TASK 5 - DETAILED DESIGN DEVELOPMENT (60%)

Design Development Drawings – The team will deliver and review with you the Design Development drawings for all improvements. The drawings will be produced in Revit/BIM and will include all civil, architectural, structural, mechanical, electrical, plumbing, lighting and landscape disciplines.

Outline Specifications – Outline specifications, which will be developed in a CSI format, will be prepared for all disciplines, including civil, architectural, structural, mechanical, electrical, plumbing, lighting and landscaping.

Material/Color Boards – Material/color boards will be prepared for all interior and exterior materials and finishes, such as roofing, glazing, paint colors, floor and wall materials, millwork, and door and window frames, with actual material samples large enough to see overall character.

Updated Cost Estimate – Our cost estimator, JYI, will prepare an updated cost estimate based upon the completed design development set of documents. Upon receiving the estimate, the project design will be reconciled with RTA's budget before moving to the next phase.

After completion of the design, drawings, and material boards, the team will submit all work to you for review, then formally present to the RTA for approval.

Deliverables:

- Design Development Drawings
- Outline Specifications
- Material and Color Boards

TASK 6 - FINAL DESIGN (90%, 100%)

Based upon the approval of the Detailed Design, we will complete the full construction documents for the designated work.

Construction Documents – The Stantec Team will prepare the construction drawings and specifications, which will be used for bidding, permitting and construction. These drawings will be produced in Revit/ BIM.

Specifications – A complete Project Manual will be prepared which will include General Conditions of the Contract, Supplemental Conditions, and Technical Specifications in CSI format.

Update Final Cost Estimate –JYI will prepare a final updated cost estimate, and will work with the design team to reconcile any differences with the project budget.

Deliverables:

- Construction Drawings
- Specifications
- Final Cost Estimate

TASK 7 – BIDDING & AWARD

After completion of Final Design, the Stantec Team will provide the following services:

Bidding – Assist the RTA in preparing the necessary bidding documents including Instruction to Bidders and Bid forms, incorporating your standard bidding requirements.

- Answer questions of the bidders during the bid period
- Review requests for "or equal"
- Issue clarifications and addenda as required
- Assist the RTA in reviewing bids and providing recommendations

TASK 8 – CONSTRUCTION ADMINISTRATION

Construction Administration – The Stantec Team will conduct regular bi-weekly (or more often as needed) site observations to monitor the progress, quality of the work and conformance to all contract documents, and will prepare written construction observation reports for each site observation made. In addition, our on-site field observer will work collaboratively with the General Contractor to identify and resolve issues in the field and document them accordingly.

All engineering consultants will make periodic site visits and prepare and submit a field observation report noting the progress of the work and any observed deficiencies, which must be corrected. The Stantec team will also:

Participate in monthly construction coordination meetings in conjunction with the RTA and the GC.

Provide normal and reasonable interpretations and clarifications to the GC, including responding to Requests for Information (RFIs).

Review shop drawings and submittals, which will include receiving, reviewing, and taking appropriate action on required submittals made by the GC including shop drawings, material samples, mix designs, product brochures and literature, etc.

TASK 9 – PROJECT CLOSE OUT

Conduct a "punch list" walk-through of the building. The "punch list" will identify all work items, which must be corrected or completed.

Conduct an 11-month Warranty Review.

Prepare as-built record drawings.

Quality Assurance/Quality Control

During the design process, it is critical that we implement our own internal QC process in addition to any 3rd party constructability reviews that may be warranted. Each milestone will have its own level of QC consistent with the level of detail in the documents at each phase.

We value the institutional knowledge of the core team in checking its own work. The first step is a detailed technical check by the Internal Lead of the core team for each discipline. This would be the Project Architect or Project Engineer in most cases. This allows the team to pull their hands off of the documents and take a good hard look at the quality and coordination of what they're producing.

We assign each discipline with a Senior Technical Lead that is responsible to go over all internal documents for their discipline. This is typically a Principal level reviewer who has familiarity with the project and is what we call a Level 1 QC Review. It is meant to occur after a milestone submittal and act as a second set of eyes on the detail in the documents. We will take a pause in the design evolution to be sure we've met all of the requirements in the program. That way we don't get too far with the project if there is misinformation or a misinterpretation in the design. The next step is Level 2 and is an interdisciplinary check we call a "round-robin review". This review consists of each Senior Technical Lead meeting with their equivalent amongst each team discipline. We like to compare it to "speed-dating" where the Civil Engineer and the Structural Engineer do a page-turn of one another's documents at the same time the Landscape Architect and Electrical Engineer look over one another's documents. Then after an hour we shuffle the groups around so everyone sees all disciplines' documents. This step happens at each milestone as well.

The next step is the final Level 3 QC review. This is typically the Principal in Charge for each consultant that will review the final documents to ensure they meet the program requirements, best practices are integrated, and the level of detail is sufficient to yield a quality bid outcome. The reviewers at this point are not the people intimately involved in the day to day evolution of the project, but are intimately familiar with the design decisions and program requirements. At the end of this review and the resolution of any corrections or comments, documents are stamped and signed and ready for bidding by the construction industry.

"Stantec designed Division 13 to support the overall health and safety of Metro employees. It's fair to say we put every single sustainable strategy we could come up with into this building. These clever sustainability features will help save on facility maintenance costs, and the thoughtful design makes it more engaging for the public and our employees."

> - Tim Lindholm, LA Metro Executive Officer





Section D: Staff Qualifications & Experience

Our team will create comprehensive, efficient, and sophisticated design solutions for SLO RTA. We have assembled some of the most experienced design professionals within our firm with strong working relationships, past successful projects, and unmatched capabilities in the design of maintenance and operations facilities. This proposed team sincerely values long-term client relationships. This relationship means making a commitment to SLO RTA that goes well beyond the completion of this project. The project team is outlined below.

Project Team	Local Office	DBE/ SBE	Exp. w/ Stan- tec	Role/Value to SLO RTA and the Team
Stantec Volume of Work: \$4.3B annually \$10M (Transit Buildings only) Size of Staff: 22,000 (firmwide) 4,000 (Buildings Group) 100+ (Transit Buildings Group) DIR Number: 1000052926	•			 Project Management, Architecture, Interior Design, Lighting Design, Sustainable Design, Landscape Architecture, MEP Engineering, ICT, Civil Engineering, Industrial Engineering 40 years experience focusing on the planning and design of operations and maintenance facilities. Completed more than 300 OMF projects in North America. Strong collaborators and managing leaders for complex projects that require thought leadership.
Gray Electrical Consulting + Engineering Corp	•	DBE pend- ing	•	Electrical Engineering • Local office • Local experience
Avila & Associates	•	DBE	٠	Hydrology/Floodplain Analysis • Local office • Local experience
Earth Systems	•		•	Geotechnical Engineering Local office Local experience
Miyamoto International	•	DBE	•	 Structural Engineering Extensive experience designing operations & maintenance facilities with Stantec
Jacobus & Yuang	•	SBE	•	 Cost Estimating Collaborated with Stantec on over 25 0&M facility projects
Fuel Solutions		SBE	•	 Fueling Design Transit industry leader in fueling design/eng. Collaborated with Stantec on over 35 OMF projects
Infrastrategies		SBE		 Funding Study Extensive expertise in the Transit and Infrastructure Industry.

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Section D: Staff Qualifications & Experience

Our Key Personnel will ensure that our entire team is responsive, inclusive, and accountable to SLO RTA. In

designing the new bus operations & maintenance facility, we will be focused on improving the social, environmental, and physical wellness of SLO RTA's employees and the surrounding communities. Resumes of the Stantec team follow in the Appendix.



Roles of Key Personnel

Patrick M. McKelvey, AIA Principal in Charge

Pat will be responsible for the overall project control (Contracts, Design, Delivery) and will serve as the Architect of Record. Pat has over 30 years experience working collaboratively with our clients designing more than 55 operations & maintenance facilities for transit agencies and municipalities throughout California.

Will Todd, AIA, LEED AP BD+C Project Manager/Architect

Will has over 10 years experience as an architect working exclusively with Transit Agencies throughout California. He will be responsible for project management, design delivery, project design schedule, internal team coordination, and assisting Pat with overall project controls.

Laura Steele, AIA, LEED AP BD+C Project Architect

Laura has 10 years experience as an architect. She will be assist Will with design delivery, consultant coordination, permitting assistance and Construction Administration. Laura has worked on 5 operations & maintenance facilities in her career.

Curtis Hung, AIA, LEED AP BD+C Project Architect

Curtis will be responsible for the overall facilities design concept, interior design, and will assist with the site master planning. Curtis has worked on 5 operations & maintenance facilities in his career.

Rachel Bannon-Godfrey, AIA, LEED AP BD+C Sustainability Discipline Leader, Buildings

Rachel has extensive experience working with teams to create sustainable, holistic design frameworks. She will lead the sustainability charrette and will bring her knowledge and enthusiasm of our Design2Thrive process to the table. Rachel has over 15 years experience and has worked on more than 10 operations & maintenance facilities in her career.

Sharat Chandra, MBA, P.Eng., MASc, PMP Industrial Facilities Designer

Sharat has 15 years experience as an industrial engineer and designer. He will assist with programming, master planning, and equipment design & coordination. Sharat has extensive experience with industrial facilities, as well as operations & maintenance facilities.

Brianna Daniels, PE Lead Civil Engineer

Brianna will be responsible for leading the civil engineering services including utilities, grading, and stormwater design. She is also the office lead for our Santa Maria office and will be available to the SLO RTA.

Susan Greene Funding Specialist

Sharon is a specialist in transportation economics, infrastructure finance and transportation planning, with experience throughout the United States and abroad. She has led projects and managed programs in highways and toll facilities, freight and goods movement, public transit, and high speed, intercity, and commuter rail. She will lead her team in preparing funding strategies for SLO RTA.

Resumes for the entire team follow in an Appendix.

Relevant projects

As stated previously, Stantec is the leading architectural firm in the United States providing our services to hundreds of transit agencies and municipalities. We have designed over 300 operations and maintenance facilities in North America over the last 40 years. Our designs are modern, functional, sustainable, and are considered civic buildings.

On the following pages, we have highlighted several of our most recently completed projects and projects that are currently in design or under construction.



NVTA Bus Operations & Maintenance Facility & Electric Bus Infrastructure Study, Napa, CA

CLIENT CONTACT

Napa Valley Transit Authority Herb Fredrickson Ph: (707)259-5951

PROFESSIONAL SERVICES

Stantec: subconsultant – Master Planning, Programming, Architecture, Interior Design

Stantec is working with NVTA to design a new, modern facility for their expanding fleet of transit vehicles to serve the Napa County region. Stantec is part of a design team providing full design services for the new facility located outside of the City of Napa. The new facility will consist of an Operations Building for 100+ operators, a 6-bay Maintenance Building, and a vehicle wash to serve a future expanded fleet of over 80 transit vehicles. The new facility will also serve as a regional meeting facility for NVTA, providing much-needed meeting and collaboration space for the communities and cities that they serve. **PROJECT SIZE:** 8.1 acres, Operations: 90,000 sf, Maintenance: 18,400 sf

CONSTRUCTION COST \$25-30M (estimated)

The project will also seek to achieve net-zero energy through extensive use of photovoltaics and planning for future electric bus charging to bolster the resiliency of NVTA's new facility and transit service. Stantec worked carefully at the early stages of the project to ensure maximum solar potential was maintained on the site through maximizing rooftop solar and planning the site the allow for solar canopies to be phased and constructed separately. The team is also collaborating on strategies for maximizing on-site battery storage and understanding how that can be phased into the site as the agency acquires additional electric vehicles in the near future.



TriMet Powell Garage Bus Operations & Maintenance Facility, Portland, OR

CLIENT CONTACT

Kate MacKinnon, Project Manager 503-962-2267 | mackinnk@trimet.org

PROFESSIONAL SERVICES

Stantec: Prime Firm – Programming, Master Planning, Architecture, Interior Design, Lighting Design, Sustainable Design

The Powell Garage Replacement Project will completely rebuild the existing Powell Garage Bus Operations and Maintenance Facility. The new facility is designed to accommodate a 345 bus fleet which includes 32 articulated buses and 271 forty foot standard buses. Construction will be phased to maintain operations. Operational functionality, safety, efficiency, and employee wellness are core elements of the master plan and facility design. All bus circulation is designed to have a counterclockwise pattern through the main gate and also during the fueling and wash service cycle. All buses are parked facing west, shielding the windshields from the cold and icy easterly winds, thus reducing the need to idle buses for long periods of time to defrost

COMPLETION DATE

Currently in Permitting and Construction Administration Phase

PROJECT SIZE: 118,700 sf

CONSTRUCTION COST

\$85M (estimated)

the windshields before pull out. Bus Operator pedestrian access is provided on the east end of the tracks, meaning buses pull away from the main pedestrian circulation spine, thus reducing potential conflicts between pedestrians and vehicles. The garage is designed as a pull through concept, which requires no backing of buses into or out of maintenance bays. As the articulated bus fleet grows on site, this "no backing concept" will reduce operational costs and accidents on site.

This project will exceed the Energy Trust of Oregon's requirement of 1.5% of the project budget be dedicated to renewable energy and energy conversation.



LA Metro Division 13 Bus Operations & Maintenance Facility, Los Angeles, CA

CLIENT CONTACT

Tim Lindholm, Executive Officer Capital Projects 213-922-7297 | lindholmt@metro.net

PROFESSIONAL SERVICES

Stantec: subconsultant – Programming, Master Planning, Architecture, Interior, Lighting, Sustainable Design

Division 13 consists of a multi-level structured parking garage, a maintenance building, bus fueling, bus washing, chassis wash and nonrevenue vehicle washing, non-revenue vehicle fueling, and maintenance and transportation offices and support areas. Division 13 supports approximately 525 employees and 200 buses. The design of the facility is stacked vertically to fit 12 acres of program onto a 4.8 acre site. The stacking of uses challenged the design team and Metro to rethink the typical facility configuration of having the entire program on only one level. This vertical separation of spaces led to some of the major architectural design elements including the 'ribbon roof' canopy that covers the internal PROJECT SIZE: 540,000 sf, 200 buses, 4.8 acres
TOTAL PROJECT COST: \$120M
COMPLETION DATE: Construction Complete: 11/15
SUSTAINABLE STATISTICS: LEED-NC Gold Certified

ramps for buses, but also contributed to the sustainability goals of the project, minimizing site development and utilizing the building for rainwater harvesting.

Stantec designed a facility that stands in stark contrast to the uninspired spaces that have become commonplace with most transit facilities. Division 13 is functional, sleek, modern and beautiful. Division 13 is a standout development and a fine addition to Downtown Los Angeles whose environmental elements should be a model for other buildings, whether they come from government or the private sector.



Glendale Beeline Operations & Maintenance Facility, Glendale, CA

CLIENT CONTACT Kathryn Engel 818-937-8330 kengel@glendaleca.gov

COMPLETION DATE Bridging Docs: 2017

PROJECT SIZE 25,000 sf

CONSTRUCTION COST \$12,600,000 (estimated)

PROFESSIONAL SERVICES Stantec: Prime Firm

Programming,
 Master Planning,
 Architecture, Interior
 Design, Landscape
 Architecture, Lighting
 Design; Jacobus &
 Yuang: Cost Estimating

The Glendale Beeline Maintenance Facility is an all-in-one administration, operations, and maintenance facility designed to house a 37 bus fleet for the city of Glendale, California located within Los Angeles County. The project's key challenge was to design an efficient bus servicing and roll-out process on an awkwardly shaped site encumbered by easements and existing utilities, near residential zones and a historic building, and nestled around a previously built CNG Yard that could not be moved.

The Stantec team found a solution that overlaps the service lane and maintenance bay aprons to reduce the circulation factor on the site. We also found ways to nestle the three departments together to allow for central functions to be shared which helped reduce overall building square footage while maintaining natural light in all occupied spaces, providing outdoor spaces for staff use, and enabling a contextual street-front to the residential neighbors.



Valley Metro East Valley Bus Operations & Maintenance Facility, Tempe, AZ

CLIENT CONTACT Robert Yabes 480-580-2734 robert_yabes@tempe. gov

PROFESSIONAL SERVICES

Stantec: Prime Firm – Programming, Master Planning, Architecture, Interior Design, Civil Engineering COMPLETION DATE Phase 1: 2007; Phase 2: 2012

PROJECT SIZE: 170,000 sf

CONSTRUCTION COST Phases 1&2: \$47,600,000

SUSTAINABLE STATISTICS LEED-NC Gold Certified

East Valley Bus Operations & Maintenance Facility provides a better working environment for the transit service employees to operate, maintain, and service the 250 buses located at the facility. The facility includes Administrative Offices, Operations/Driver facilities for over 500 bus operators, a bus maintenance building, bus canopies to provide shade for the buses while parked, and a full LNG/CNG fueling center with fare retrieval and bus wash. Two major buildings are situated on the site along an east-west axis to take advantage of proper solar orientation. The design team worked toward a solution to make the site very pedestrian-oriented along the street edge.

Since the completion of this facility, Stantec has assisted Valley Metro with additional improvements on the campus, including a large and robust bus wash facility.



UTA Depot District Operations & Maintenance Facility, Salt Lake City, UT

CLIENT CONTACT Greg Thorpe 801-74108811 gthorpe@rideuta.com

PROFESSIONAL SERVICES

Stantec: subconsultant

– Programming, Master Planning, Architecture, Interior Design, Lighting Design, Funding Plan **COMPLETION DATE** CD's completed in 2013. Client has secured funding for construction to begin in 2019.

PROJECT SIZE

154,330 sf

CONSTRUCTION COST

\$70M (estimated all phases)

The new Depot District Technology Center is designed to include a mixed fleet of buses including 40 ft fixed route, 45ft coaches, and 60 ft artics. The fleet includes diesel and CNG and potentially electric vehicles in the future. The new facility will repair and renovate an existing 1920s era 72,000 sf brick masonry locomotive maintenance building into a full pull through maintenance garage that will be flooded with daylight utilizing the existing clerestory window structure glazed with new and modern insulated translucent glazing systems. A heated slab will be installed on the maintenance floor utilizing the thermal mass of the concrete to provide radiant heat to the maintenance staff. The buses will be parked under canopies providing a 1 mw PV solar array to the facility. This array can be used to charge electric buses in the future. The facility is currently designed to achieve LEED Gold or Platinum certification.

Health and Wellness are important design elements that weave throughout all interior spaces.



Pasadena Transit Operations & Maintenance Facility Jackson, WY

COMPLETION DATE Currently in Design Development Phase

PROFESSIONAL SERVICES Stantec: subconsultant – Programming, Master Planning, Architecture, Interior Design, Landscape Architecture **PROJECT SIZE** 25,000 sf facility; 58,000 sf parking structure

CONSTRUCTION COST \$19M (estimated)

The lease on the City's maintenance facility ends in mid 2019 and the building owner has opted not to allow the city to renew. The design team evaluated a .8 acre site to see if their 3-acre program could fit. By closely analyzing the city's existing operations, consulting the project's many stakeholders including a robust community outreach campaign, the design team identified a preferred scheme that met the program by creatively stacking the office uses, bus storage, and maintenance bays on two above-ground levels with a third level below grade to house employee parking and support functions.

The design takes advantage of it's two frontage lot lines to put it's best face forward to the public. The Foothill elevation will feature office spaces, staff balconies, an inviting public lobby, art component, and new landscaping and street trees. The Walnut elevation will be a series of screen walls and architectural elements and landscaping that help define the public realm.



Santa Cruz Metro Operations & Maintenance Facility, Santa Cruz, CA

COMPLETION DATE Built in phases. Last phase completed in 2017

CONSTRUCTION COST COMPLETION DATE \$38M

PROFESSIONAL SERVICES

Stantec: Prime Firm-Programming, Master Planning, Architecture, Interior Design, Lighting Design

PROJECT SIZE Admin/Ops: 13,775 sf

Parking: 40,445 sf Maint. Bldg.: 35,000 sf Fuel/Wash: 9,740 sf



Gold Coast Transit Operations & Maintenance Facility. Oxnard. CA

Construction completing in 2018

PROFESSIONAL SERVICES Stantec: subconsultant - Programming, Master Planning, Architecture, Interior, Lighting, Landscape Architecture, and Sustainable Design

CONSTRUCTION COST \$35M (estimated)

PROJECT SIZE Admin/Ops: 18,020 sf Maintenance: 32,032 sf Fuel Building: 2,262 Wash Building: 4,604 sf

The new campus includes a maintenance facility, a operations building, a bus fuel and wash facility, and reconfigured bus parking to accommodate additional fleet vehicles. It accommodates for expansion for future growth as well as to increase the operational efficiency of SCMTD's facilities.

The design uses simple volumes and industrial materials, large windows, and exposed concrete. The design also incorporates a high degree of sustainable concepts to create a high quality working environment while achieving lower potential operational costs. MetroBase incorporates operable windows, extensive sun shading, and the use of recycled materials to help satisfy these goals. The operations building itself is designed to have a "zero footprint" to minimize the impact of the structure on the local watershed. The result is a "campus" plan that extends the design heritage of this unique area while addressing the contemporary needs of operational efficiency and environmental sustainability.

Gold Coast Transit District (GCTD) had outgrown its existing facilities and wanted to relocate to a new, larger site to accommodate their growing needs. The new transit facility includes a twostory administration building, fleet maintenance and repair building, bus fueling station with compressed natural gas (CNG), bus wash and maintenance support facilities, parking, and drainage facilities. The team is also providing bid review and construction administration services throughout the entire process and will continue managing the project through move-in.

The new site allows for future growth as well as more efficient operations. Facilities are designed to accommodate CNG-fueled buses. Maintenance Building and bus parking constructed in phases to accommodate existing operations and future needs.



Years of Experience

31 – Stantec 37 – Total

Education

- Master of Architecture, University of Michigan, 1981
- Bachelor of Science, University of Michigan, 1979

Registrations

Registered Professional Architect in California C 21,617

Patrick M. McKelvey

AIA, PQP

Principal in Charge | Stantec Architecture

Patrick M. McKelvey is a Senior Principal at Stantec and brings more than 35 years of experience in international planning and design, transit, public facilities, office buildings, and corporate office interiors to his role. Pat's primary role is to drive growth and oversee project development and execution. Pat is a tenacious leader who thrives on coming up with creative solutions to complex building and design challenges. He also leads by example; his teams will tell you he is one of the hardest working people you will find. Today, due in large part to Pat's leadership, our firm is known throughout the State of California for its strong civic, transit, and public works practice. Notable awardwinning projects include LA Metro Division 13 Bus Operations & Maintenance Facility, LAPD Valley Bureau Headquarters, Expo Rail Operations & Maintenance Facility and Orange County Water District Advanced Water Quality Laboratory.

Relevant Experience

Napa Valley Transit Authority Bus Operations &

Maintenance Facility, Napa, CA – Principal in Charge – Stantec is working with NVTA to design a new, modern facility for their expanding fleet of transit vehicles to serve the Napa County region.

Sunline Transit Administration Facility, Thousand Palms, CA – Principal in Charge

Pasadena Transit Operations & Maintenance Facility– Pasadena, California – Principal in Charge – Estimated – Construction Cost: \$25,500,000 – 25,000 sf transit facility and 58,000 sf parking structure.

Madera Transit Facility, Madera, CA – Principal in Charge – Estimated Construction Cost: \$4,500,000 – 3,600 sf transit facility and 1,800 sf bus wash.

Santa Cruz Metropolitan Transit District Metrobase, Santa Cruz, CA– Principal in Charge – Total Construction Cost for all three projects: \$38,012,603, 98,960 sf maintenance facility, operations building, bus fuel and wash facility.

Madera Public Works and Transit Maintenance and Operations Facility Master Plan and Conceptual Design, Madera, CA – Principal in Charge

Fresno Area Express Master Plan, Fresno, CA– Principal in Charge – 100,000 sf bus operations and maintenance facility master plan.

Patrick M. McKelvey

AIA, PQP

Principal in Charge | Stantec Architecture

Livermore Amador Valley Transportation Authority Satellite Bus Operations and Maintenance Facility, Livermore, CA – Principal in Charge – 210,000 sf bus operations and maintenance facility. RNL prepared the master plan and conceptual design plans.

City of Fremont Public Works Maintenance Center, Fremont, CA – Principal in Charge

Glendale Beeline Transit Operations, Maintenance Facility & CNG Fueling

Facility–Glendale, CA–Principal in Charge – 26,000 sf maintenance facility master plan and design.

Gold Coast Transit Bus Operations & Maintenance Facility, Oxnard, CA – Principal in Charge – Maintenance facility, operations building, bus fuel and wash facility.

LA Metro Division 13 Bus Operations and Maintenance Facility, Los Angeles, CA – Principal in Charge – Construction Cost: \$75,000,000 – 400,000 sf, bus operations and maintenance facility for 200 buses and 382 space parking structure for employees and buses. Pursuing LEED-NC Gold.

LA Metro Division 14 Light Rail Maintenance

Facility, Santa Monica, CA – Principal in Charge – Estimated Construction Cost: \$80,000,000 – 70,000 sf with six storage tracks, light maintenance and repair shop, administration facility, blow-down facility, run-through wash plant, double-track interior car cleaning platform, and a traction power substation for fleet of 45 vehicles.

Foothill Transit Architectural & Engineering Services On-Call, Irwindale, CA – Principal in Charge

Norwalk Transit and Public Services Facility,

Norwalk, CA – Principal in Charge – Construction Cost: \$12,500,000 – Administration 20,600 s.f., Maintenance 15,700 s.f., Public Services 31,300 s.f.

LA Metro Division 6 Transportation Facility,

Los Angeles, CA – Principal in Charge – Construction Cost: \$18,500,000 – 60,000 sf facility developed as a PPP in exchange for development rights at Metro's existing Division 6 site.

Antelope Valley Transit Operations & Maintenance Facility, Lancaster, CA – Principal in Charge –Construction Cost: \$15,500,000 – 55,000 sf Administration/Operations Building, a Maintenance Building, and Fuel/Wash facilities on a 14.4-acre site in Phase I.

Santa Monica Big Blue Bus L/CNG Fuel and Wash Facility Addition, Santa Monica, CA – Principal in Charge – Construction Cost: \$11,000,000 – Approximately 14,000 sf of canopies cover the LNG/CNG fuel and wash islands, which are adjacent to a 3,700 sf staff building.

Foothill Transit Operations and Maintenance Facility, Arcadia, CA – Principal in Charge – Construction Cost: \$13,000,000 – 70,000 sf stateof-the-art maintenance and operations facility is designed to accommodate a 156-bus fleet, including the future capability of compressed natural gas (CNG) fueled vehicles. The design is in a style reminiscent of Spanish Mission architecture, which is common in the Arcadia area.

Foothill Transit Pomona Operations and Maintenance Facility-Pomona, CA-Principal in Charge – Maintenance 31,000 s.f., Administration/Operations 11.250 s.f., Fuel Island 5,600 s.f., Wash Building 2,240 s.f.

Santa Monica's Big Blue Bus Facility Expansion Master Plan–Santa Monica, CA– Project Principal/Project Manager– Maintenance 55,000 s.f., Administration/Operations 89,000 s.f., Fuel & Wash 18,000 s,f., 412 car parking structure.



Years of Experience

12 – Stantec 12 – Total

Education

Bachelor of Architecture, University of Michigan, 2007

Registrations

Registered Professional Architect in California – C35467 LEED Accredited Professional BD+C

WIII TODD AIA, LEED AP BD+C

Project Manager | Stantec Architecture

With more than a decade of experience in the industry, Will is responsible for managing some of our most complex projects. Will plays an integral role in successfully guiding major projects from the initial planning phases all the way through design development, construction documentation, construction administration support, and building department review and permitting. Will is passionate about making an impact, even if it is behind the scenes. As a project manager/architect, he provides essential support and coordination to the design team, and interfaces with a full range of consultants to ensure our projects are delivered thoughtfully and efficiently.

Relevant Experience

Napa Valley Transit Authority Bus Operations & Maintenance Facility, Napa, CA – Project Manager/Project Architect – Stantec is working with NVTA to design a new, modern facility for their expanding fleet of transit vehicles to serve the Napa County region.

LA Metro Division 13 Bus Operations and Maintenance Facility, Los Angeles, CA– Project Manager/Project Architect – Construction Cost: \$75,000,000 – 400,000 sf, bus operations and maintenance facility for 200 buses and 382 space parking structure for employees and buses. Pursuing LEED-NC Gold.

Pasadena Transit Operations & Maintenance Facility– Pasadena, California – Project Manager/Project Architect – Estimated Construction Cost: \$25,500,000 – 25,000 sf transit facility and 58,000 sf parking structure.

Glendale Beeline Transit Operations, Maintenance Facility & CNG Fueling Facility–Glendale, California–Project Manager/ Project Architect – 26,000 sf maintenance facility master plan and design.

Santa Monica Big Blue Bus Fuel/Wash Facility Renovation, Santa Monica, California – Project Manager/Project Architect – Construction Cost: \$1,054,000 – 13,500 sf fuel/wash building.

Madera Public Works and Transit Maintenance and Operations Facility Master Plan and Conceptual Design, Madera, CA – Project Manager

Fresno Area Express Master Plan, Fresno, CA– Project Manager – 100,000 sf bus operations and maintenance facility master plan.

Will Todd AIA, LEED AP BD+C

Project Manager | Stantec Architecture

Foothill Transit Architectural & Engineering

Services On-Call, Irwindale, CA – Project Manager

LA Metro Division 14 Light Rail Maintenance

Facility–Santa Monica, CA–Project Coordinator – Estimated Construction Cost: \$80,000,000 – 70,000 sf facility designed to maintain the fleet of 45 vehicles.

Santa Cruz Metropolitan Transit District

Metrobase, Santa Cruz, CA – Project Coordinator. Total Construction Cost for all three projects: \$38,012,603, 98,960 sf maintenance facility, operations building, bus fuel and wash facility.

LA Metro Division 7 Long Term Programming and Residual Site Analysis, Los Angeles, CA – Project Coordinator – Site Area: 8.4 acres, For Development: 2.67 acres, For Metro Facility: 5.73 acres, Maintenance Bays: 32 bays, Bus Parking: 328 buses

LA Metro Division 2 Reconstruction Master

Plan, Los Angeles, CA – Project Coordinator – Existing Site 6.7 Acres, Total Building Area: 132,979 sf, Admin Bldg: 20,200 sf, Maint. Bldg.: 82,133 sf, Fuel Facility: 8.096 sf, Wash Facility: 22,550 sf LA Metro Division 1 Master Plan, Los Angeles, CA – Project Coordinator – Existing Site 9.8 acres, Existing Maint. Building 60,800 sf, New Specialty Maint. Building 14,500 sf, Service & Wash Facility 20,000 sf, New Warehouse Building 6,000 sf, Renovated Trans. Bldg 16,000 sf

Victor Valley Transportation Authority– Hesperia, California – Project Coordinator – 120

buses, 71,000 sf

Redondo Beach Transit Center and

Corporation Yard Master Plan, Redondo Beach, CA – Project Coordinator – Transportation Center: 25,600 sf, Public Works Corp Yard: 62,300 sf

Gold Coast Transit Bus Operations &

Maintenance Facility, Project Architect – Estimated Construction Cost: \$35,000,000 – *57,000 sf* Maintenance facility, operations building, bus fuel and wash facility.



Years of Experience

4 – Stantec 10 – Total

Education

University of Southern California Marshall School of Business Management Development Certificate Program, 2014

Bachelor of Architecture, The Cooper Union for the Advancement of Science and Art, Irwin S. Chanin School of Architecture, New York, NY, 2003-2008

Pratt Institute School of Architecture, New York, NY 2002-2003

Registrations

Registered Professional Architect in California–CA License #C35092

LEED Accredited Professional Building Design + Construction

Laura Steele

AIA, LEED AP BD+C

Project Architect | Stantec Architecture

Laura Steele is both passionate and collaborative – an approach that has served her well as a project architect. She brings creative, cost-effective solutions to each project she tackles with the intent of building a better future for her clients through sustainable and thoughtful design.

Laura brings eight years of experience to her role as a project architect and project manager, primarily focusing on transit and public works operations and maintenance facilities. From the initial concept to the finishing touches, Laura has significant knowledge of all stages of architectural design and construction. She is an exceptional leader and has technical experience in Revit, AutoCad, Sketchup and Adobe Creative Suite.

Relevant Experience

Sunline Transit Administration Facility, Thousand Palms, CA – Project Manager/Project Architect

Madera Public Works and Transit Maintenance and Operations Facility Master Plan and Conceptual Design, Madera, CA – Project Architect

Glendale Beeline Transit Operations, Maintenance Facility & CNG Fueling Facility-Glendale, California-Project Architect

Pasadena Transit Operations & Maintenance Facility– Pasadena, California–Project Architect

Madera Transit Facility, Madera, CA – Project Architect

Gold Coast Transit Bus Operations & Maintenance Facility, Oxnard, CA- Design Team Member

LA Metro Division 1 Master Plan, Los Angeles, CA – Design Team Member

LA Metro Division 14 Expo Line Light Rail Maintenance Facility-Santa Monica, CA-Design Team Member



Years of Experience

4 – Stantec 25 – Total

Education

Master of Architecture, University of Southern California, 1995

Bachelor of Architecture, University of Southern California, 1994

Bachelor of Science in Environmental Design, University of Colorado Boulder, 1991

Registrations

 Registered Architect C33642 State of California

Curtis Hung

AIA, LEED AP

Project Designer | Stantec Architecture

As a senior designer, Curtis Hung enjoys solving design problems, creating solutions, working with construction teams in the field and seeing a final design realized. Throughout his 25 years of experience, he has been committed to seeing each of his projects through the construction phase to ensure its successful completion. His proven team leadership and communication skills allow him to create innovative solutions with design and technical excellence from concept design through construction.

Relevant Experience

Glendale Beeline Transit M&O Facility & CNG Fueling Facility-Glendale, California-Designer

Pasadena Transit Operations & Maintenance Facility– Glendale, California–Project Designer

Madera Transit Facility, Madera, CA - Project Designer

Los Angeles Streetcar Maintenance Facility and Stations-Los Angeles, CA-Designer

LA Metro Willowbrook/Rosa Parks Station Improvements-Los Angeles, California-Designer

Sunline Transit Administration Facility, Thousand Palms, CA – Designer

Napa Valley Transit Authority Bus Operations & Maintenance Facility, Napa, CA – Designer

Carson NFL Stadium Transit Station Stops-Carson, CA-Designer

LA Union Station High Speed Rail Master Plan-Los Angeles, California-Designer

Bin Hai High Speed Rail Station Master Plan Competition I – Bin Hai, China–Designer



Years of Experience

3 – Stantec 16 – Total

Education

- Heat Springs Institute, Solar Executive MBA, Portland, Oregon, 2014
- Bachelor, Architecture, University College, Dublin, 1998
- Bachelor of Science, Architectural Science, University College, Dublin, 1995
- Master of Science, Architecture, Focus on Energy Efficient Building Technologies, University of California, Berkeley, California, 2001

Registrations

- Envision[™] Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure
- LEED AP Building Design + Construction, U.S. Green Building Council

Rachel Bannon-Godfrey

LEED AP BD+C, ENV SP, Well AP

Principal, Sustainability Lead | Stantec Architecture

Rachel is the Sustainability Discipline Leader for the Buildings Group and leads sustainability initiatives in design work, client outreach, and internal operations. She has 15 years' experience in the building industry, spanning five countries and focusing on the engineering and design of high-performance, net-zero energy buildings. With a passion for multidisciplinary engagement and expanding the boundaries of 'sustainability', she serves on the Colorado Energy Coalition Public Policy Committee, the NIST Community Resilience Buildings and Facilities committee, and through her work with the global B Corp community has gained expertise in supporting diversity and inclusion through design Rachel's project experience covers a variety of building types and sizes in North America, Asia and the Middle East. In addition to over 5 years teaching experience, Rachel has presented at Colleges, Industry Groups, Government Agencies and both national and local conventions, on the subject of building energy analysis, building envelopes, passive design, post-occupancy evaluations, and living infrastructure strategies. In 2014, to complement her technical and analytical skills, Rachel completed a Solar Executive MBA focused on the financial procurement and management of renewable energy projects.

- TriMet Powell Garage, Portland, Oregon (Sustainability Director)
- LA Metro Division 13 Bus Operations & Maintenance Facility, Los Angeles, California (Building Performance Engineer)
- Madison Nakoosa Trail Satellite Bus Operations & Maintenance Facility, Madison, Wisconsin (Sustainability Director)
- Metro Transit Heywood Bus Operations & Maintenance Facility, Minneapolis, Minnesota (Sustainability Director)
- LA Metro Division 14 Light Rail Operations & Maintenance Facility, Santa Monica, California (Principal, Sustainability Discipline Lead)
- Durham Water Mist Lake Facility, Durham, North Carolina (Principal, Sustainability Discipline Lead)
- Louisville City Services Facility*, Louisville, Colorado (Building Performance Engineer)
- Parker Public Works Facility*, Parker, Colorado (Building Performance Engineer)
- Madison Nakoosa Trail Fleet, Fire, & Radio Shops, Madison, Wisconsin (Principal, Sustainability Discipline Lead)
- Denver Water Headquarters and Operations Buildings, Denver,



Years of Experience

15 – Stantec 16 – Total

Education

 Bachelor of Science in Architectural Engineering, University of Colorado, Boulder, Colorado, 2002

Registrations

- LEED AP Building Design + Construction, U.S. Green Building Council
- Lighting Certified Professional, National Council on Qualifications for the Lighting Professions

Rachel Fitzgerald

LC, MIES, IALD, LEED AP BD+C Senior Lighting Designer | Stantec Architecture

Rachel Fitzgerald is a Lighting Designer with over 15 years of experience providing exterior and interior lighting designs for hospitality, mixed-use, retail, corporate interiors, civic/ government, religious facilities, and recreation projects. Rachel is a leading expert on how lighting and daylighting drive health and wellbeing, and has had a significant impact on the firm's buildings and master plans globally. This includes her net zero energy designs for the US Department of Energy's NREL Research Support Facilities as well as for Lakehouse where the lighting was designed to support its occupants' natural circadian rhythms. Over the past decade, Rachel's commitment to designing highly sustainable and human-centric spaces has resulted in more than two dozen design awards for her projects. Her desire to create a world where lighting plays a more significant role is also manifested through her industry involvement. She's passionate about mentoring junior staff as well as supporting best practices and rewarding innovation within the lighting industry.

- Glendale Beeline Maintenance Facility, Glendale, California (Lighting Design)
- Summit County Fleet Maintenance and Road & Bridge Facility, Frisco, Colorado (Lighting Design)
- LA Metro Division 14 Exposition Metro Line Light Rail Operations & Maintenance Facility, Santa Monica, California (Lighting Design & Daylight Studies)
- Metrolink Train Control & Operations Support Facility, Pomona, California
- Madera Transit Facility (Lighting Design)
- Pasadena Transit Bus Operations & Maintenance Facility, Pasadena, California (Lighting Design)
- TriMet Powell Bus Garage, Portland, Oregon (Lighting Design)
- Gold Coast Transit Bus Operations & Maintenance Facility, Oxnard, California (Lighting Design)
- START Bus Operations & Maintenance Facility, Jackson, Wyoming (Lighting Design)



Years of Experience

8 – Stantec 15 – Total

Education

- Masters of Applied Science in Industrial Systems Engineering, University of Regina, Regina, Saskatchewan, 2007
- Bachelors of Technology in Production Engineering, University of Calicut, Trichur, Kerala, 2003

Registrations

- Project Management Professional (PMP)® #1571439, Project Management Institute
- Professional Engineer #35151, Engineers and Geoscientists British Columbia

Sharat Chandra

MBA, MASC, P.Eng., PMP

Industrial Designer | Stantec

Sharat brings more than ten years of experience in project management and industrial engineering with industrial and transportation clientele. He is currently involved in various projects as a design project manager and a functional programmer. He believes in providing an excellent platform for design and construction coordination between various stakeholders (Client, Design Team, and Contractor).

Sharat strongly believes that transport is the lifeline of any urban environment. By providing optimized designs of effective maintenance programs, any transport system will benefit from the sustained organic growth around transportation hubs, the creation of new opportunities, all the while sustaining the wellbeing of personnel and the longevity of the systems.

- Sound Transit Operations & Maintenance Facility East – Bellevue, Washington – Industrial Engineer – Stantec is the Design Team Lead for the Sound Transit Operations and Maintenance Facility East that will support expansion of the regional light rail system, provide bike and pedestrian connections along the corridor and identify transit-oriented development opportunities.
- TransLink New Bus Repair Facility Metro Vancouver, British Columbia – Industrial Engineer – Completed a validation study for the proposed new 32,000 m2 centre designed to maintain a fleet size of 2,300 buses on two shifts. The proposed facility would accommodate standard 12 m and articulated 18 m buses.
- Mosaic Potash Belle Plaine New Fleet Maintenance Building and PBFP Building – Belle Plaine, SK – Industrial Engineer – The project includes a 15 Service Bay Fleet Building with a wash bay, general shop, tire shop, and lube shop for a total of 52,000 sqft. It also includes a 60,000 sqft Shops Building.
- Finning Canada New Maintenance Facility Fort McKay, Alberta – Industrial Engineer – Completed the schematic and final functional facility, equipment and site layout for the development of a new large mining vehicle repair facility for Finning Canada in Alberta Oil Sands. The project included a warehouse, sixteen (16) vehicle bay shop for trucks up to 320 T capacity, tooling storage, wash-bay with two (2) level catwalks, and other site facilities such as loading ramp, recycle area, and fuel island.



Years of Experience

1 – Infrastrategies 35 – Total

Education

- Master Urban & Regional Planning MCP, Kennedy School of Government, Harvard University, 1974
- Bachelor of Arts, Tufts
 University, 1968

Professional Memberships

- Transportation Research Board (TRB) Member: Revenue and Finance Committee; Intercity and High Speed Rail Committee; Past Chair: Transit Cooperative Research Program; Evaluation of Warrants for Major Capital Investments; Managing Capital Costs on Major Capital Projects; Local and State Funding Sources and Strategies.
- American Public Transportation Association (APTA) Chair: Innovative Funding, Finance, and Public-Private Partnerships Committee; Finance Subcommittee of Intercity and High Speed Rail Committee; Co-Chair: Transportation Reauthorization Task Force; Governance Task Force; Legislative Steering Committee

Sharon Greene

Funding Consulting | Infrastrategies, LLC

Sharon Greene has been at the forefront of innovation in transportation and infrastructure development and finance for more than 35 years. Sharon is a specialist in transportation economics, infrastructure finance and transportation planning, with experience throughout the United States and abroad. She has led projects and managed programs in highways and toll facilities, freight and goods movement, public transit, and high speed, intercity, and commuter rail. Among her major accomplishments, Sharon was founding Executive Director of the Los Angeles-San Diego Rail Corridor Agency (LOSSAN, the first intercity rail joint powers authority in the country. She also developed and managed the multi-billion dollar financial plans for implementation of the 5-county Metrolink commuter rail system and the Alameda Freight Corridor serving the Ports of Los Angeles and Long Beach. Sharon provides financial consulting services to many agencies that are currently in various stages of the Federal Transit Authority (FTA) New Starts / Small Starts / Core Capacity Capital Investment Grant process; agencies pursuing USDOT competitive funding and financing opportunities including INFRA and TIGER grants and the TIFIA and RRIF federal loan programs; and agencies pursuing funding under the State of California Cap and Trade program. Her financial consulting services were instrumental in obtaining capital funding for agencies including Utah Transit Authority, Valley Metro Rail (Phoenix), Dallas Area Rapid Transit, Los Angeles County Metropolitan Transportation Authority, Albuquerque, Jacksonville, and Honolulu HART. Her work has been cited frequently by the U.S. Department of Transportation (DOT), FTA and her public sector clients as representing the state-of-the-art in financial analysis for transportation capital investment.

- Northern Indiana Commuter Transportation District (NICTD) South Shore Line Core Capacity Project and West Lake Corridor New Starts Projects
- Chicago Transit Authority (CTA) Red Purple Line Modernization / Core Capacity Project Financial Plan and Red Line Extension Financial Plan
- GoTriangle New Starts Financial Plan and FTA Support
- Silicon Valley Rapid Transit Corridor (BART Extension) Benefit Assessment District Analysis and New Starts Financial Plan



Years of Experience

11 – Stantec 23 – Total

Education

 Bachelor of Science, Mechanical Engineering, University of Utah

Registrations

 Professional Consulting Engineer #M38972, State of California

Dave Hansen

PE, LEED AP Principal Mechanical Engineer | Stantec

With nearly 25 years of engineering and management experience, Dave is responsible for engineering and project management of a vast array of projects, as well as project scoping, budgeting, specifications, and construction phase engineering services. Additional responsibilities include office quality manager to ensure the ISO 9001:2008 standards are followed to promote the quality and reliability of our services as well as increase client confidence.

- Fresno Area Express Facility Modifications Fresno, California–Mechanical Engineer – Modifications to the FAX facility.
- Sacramento Streetcar Vehicle Maintenance Facility– Sacramento, California–Mechanical Engineer – Designing new streetcar vehicle maintenance facility.
- Intercity Transit Pattison Bus Operations & Maintenance Facility – Olympia, Washington–Mechanical Engineer
- **Progressive Waste Maintenance Facility Upgrades** Brampton, Ontario–Mechanical Engineer – Managed maintenance garage facility upgrade including architectural, mechanical, electrical, fire protection and structural work.
- Ryder Systems, Inc. Maintenance Facility Upgrades – Various Locations–Mechanical Engineer – Managed three (3) Ryder Systems Incorporated maintenance garage facility upgrades including architectural, mechanical, electrical, and structural work.
- United Parcel Services Maintenance Facility Upgrades

 Various Locations-Mechanical Engineer Managed fifteen
 (15) UPS maintenance garage facility upgrades including architectural, mechanical, electrical, and structural work.
- United Parcel Services Maintenance Facility Upgrades

 Various Locations-Mechanical Engineer Managed ten (10)
 United Parcel Service maintenance garage facility upgrades
 including architectural, mechanical, electrical, and structural
 work.
- Waste Management Facility Upgrades Various Locations–Mechanical Engineer – Managed sixteen (16) Waste Management maintenance garage facility upgrades including architectural, mechanical, electrical, and structural work.


Years of Experience

- 7 Stantec
- 7 Total

Education

- Master of Architecture, 2011, North Dakota State University
- Bachelor of Science Environmental Design, 2010, North Dakota State University

Registrations

 Professional Registered Architect - California: C35340

John Hysler

RCDD, DCDC

Information & Communication Technology | Stantec

John Hysler has more than 14 years of experience working in the Information Communication Technology (ICT) field. His design and management experience includes dozens of projects with a focus on data centers, healthcare, and government clients. This experience ranges from the proposal phase, permitting in several different states, OSHPD design, and all the way through construction completion. As a Project Manager, John is client focused and dedicated to high quality project outcomes. He achieves this through a collaborative and efficient approach to design.

- San Diego International Airport Terminal 2 Parking Plaza

 San Diego, California ICT Specialist Electronic Security System design-build services for a new three-story, 3,000 space parking plaza adjacent to Terminal 2.
- Confidential Client Washington ICT Specialist Telecommunication design of a new stand-alone modular ITPAC data center.
- Confidential Client Wyoming– ICT Specialist Telecommunication design of a 'next gen' data center based on the DC2015 Plan of Record.
- Confidential Client Iowa– ICT Specialist Telecommunication design of a 'next gen' data center based on the DC2015 Plan of Record.
- Confidential Client Texas– ICT Specialist Project Manager for the telecommunication design of 20,000 sf Central Utility Building housing cooling infrastructure to supplement cooling capacity for MS SN4 data center.
- March Air Force Base Army Reserve Center Riverside, California– ICT Specialist – Technology design of the structured cable systems, information transport systems infrastructure and electronic security systems (ESS) for a new two story 44,535 sf Training Center, a 17,450 sf Unit Storage Building addition, and 3,030 sf unheated storage building for the March Air Force Base.
- Kaiser Woodland Hills Medical Center Woodland, California– ICT Specialist – Technology specifications for a campus master plan & plant maintenance/remodel projects. Legacy facility consists of 6 buildings: Nurse Towers 1 & 2, MOB Towers 1 & 2, Northside MOB and Central Plant.



Years of Experience

5 – Stantec 38 – Total

Education

 Bachelor of Science, Electrical Engineering Worcester Polytechnic Institute, Worcester, Massachusetts, 1973

Registrations

- Professional Engineer #E11219, State of California
- LEED Accredited Professional, U.S. Green Building Council

Paul Ericson

pe, leed ap, dbia

Lead Electrical Engineer | Stantec

Paul has over 35 years of continuous involvement in the consulting engineering profession with design experience in lighting, power and special systems design for both new and renovation projects, including: healthcare, civic, institutional, and municipal projects. Paul is responsible for project management including client contact, overall concept designs, specifications, project scheduling, estimating and supervision of design personnel. He is actively involved with the Illuminating Engineering Society of North America (IESNA) at the Society level and has received lighting design awards from the IESNA.

- Fresno Area Express Facility Modifications Fresno, California–Electrical Engineer – Modifications to the FAX facility.
- Sacramento Streetcar Vehicle Maintenance Facility Sacramento, California–Electrical Engineer – Designing new streetcar vehicle maintenance facility.
- LAX CONRAC Facility Los Angeles, California–Electrical Engineer – 17,600 rental car stalls and 2,900 employee and public parking stalls.
- LAX ITF West Parking Garage Los Angeles, California– Electrical Engineer – Project manager for a 7,000 stall parking garage.
- Miramar College Heavy Duty Advanced Transportation and Technology Center, Featuring 50 KW Photovoltaic System – San Diego, California–Electrical Engineer – Principal in Charge and Design Supervisor of Revit, electrical and architectural lighting design for the 18,800 sf Heavy Duty Advanced Transportation and Technology at Miramar College Campus.
- County of San Diego Garage & Fleet Maintenance Facility
 San Diego, California–Electrical Engineer
- San Ysidro Land Port of Entry San Ysidro, California– Electrical Engineer
- San Diego Zoo Parking Structure and Site Utilities
- San Diego International Airport Parking Plaza
- City of La Mesa, Operations Center / Corporate Yard *
- Pacific Gateway Navy Broadway Complex, Mixed Use Master Plan and Government Administration Building



Years of Experience

17 – Stantec 18 – Total

Education

 Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California, 2000

Registrations

- Registered Professional Engineer (Civil), State of California, No. 66820
- Construction Documents Technologist (CDT), Construction Specifications Institute

Brianna Daniels

PE, CDT

Principal Civil Engineer | Stantec

Experienced in design engineering, contract document procurement, and construction management, Brianna has more than 15 years in the industry. Her design knowledge expands across public works infrastructure and facilities, and residential and commercial developments. Brianna specializes in water resources analysis and has designed miles of water and sewer pipeline, high-pressure transmission mains, sewer trunk mains, large concrete water storage reservoirs, booster pump stations, and sewer lift stations. Her field experience and practical construction knowledge give her valuable insight into a project's constructability, physical constraints, and overall design process. She effectively leads her project teams, communicates with her clients, and coordinates maintenance and field crews. Brianna is proficient in AutoCAD, Autodesk Civil 3D, ArcView GIS databases, geospatial information, WaterGEMS, SewerGEMS, and Bentley products.

- Bus Stop Improvements Paso Robles, California Civil Engineer – Brianna provided QA/QC for the ADA assessment and improvement design of 4 bus stops in Paso Robles. Brianna worked closely with SLO RTA to design cost effective solutions in constrained areas that met both the current ADA requirements and City design standards.
- Santa Barbara County Northern Branch Jail Santa Maria, California – Civil Engineer – Brianna is managing this new jail facility project that will ultimately provide 1,520 beds upon completion. Phase I is currently being designed and will provide a 375-bed facility.
- Arroyo Grande Police Station Arroyo Grande, California Civil Engineer – Stantec is providing civil support for the parking lot improvements at the Arroyo Grande Police Station.
- Hathaway to Taft Railroad Safety Trail San Luis Obispo, California – Civil Engineer – Brianna managed the design for a Class II bike path extension in San Luis Obispo.
- Allan Hancock College Parking Lot 8 Santa Maria, California – Civil Engineer – Brianna evaluated the existing conditions of Parking Lot 8 at the main athletics facility.



Years of Experience

13 – Stantec 13 – Total

Education

 Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California, 2008

Registrations

- Registered Professional Engineer (Civil), State of California, No. 79821
- ENV SP, Institute for Sustainable Infrastructure, Santa Maria, California, 2017

Buddy Hain

PE, ENV SP Senior Civil Engineer | Stantec

Buddy's 13-year career has provided him the opportunity to work directly with public agencies, public works departments, and Vandenberg Air Force Base—preparing site improvement plans, including grading, gas, drainage, utilities, roadways, and parking lots. A senior civil engineer, his water resources and flood control facilities focus has been ideal on numerous construction plans related to recycled water, vineyard production and irrigation, underground utility construction, flood control facilities, and stormwater management design. He is proficient in hydraulic modeling software, and assists Engineers of Record calculate updates and evaluate design changes. Buddy is an expert in AutoCAD, Land Development Desktop, Civil 3D, StormCAD, SewerCAD, WaterCAD, HydroCAD, Aquaveo WMS, ESRI ArcMap, Caice, and Microstations for engineering applications.

- Bus Stop Improvements Paso Robles, California Civil Engineer – Buddy was the project manager for the ADA assessment and improvement design of 4 bus stops in Paso Robles.
- Santa Barbara County Northern Branch Jail Santa Maria, California – Civil Engineer – This new jail facility will provide 1,520 beds upon completion. Phase I, currently in design, will provide a 375-bed facility.
- Arroyo Grande Police Station Arroyo Grande, California Civil Engineer – Buddy worked closely with the architect and City of Arroyo Grande to provide civil design and construction support for parking lot improvements.
- Hathaway to Taft Railroad Safety Trail San Luis Obispo, California – Civil Engineer – Buddy was the assistant engineer for a railroad safety trail designed from Hathaway to Taft in San Luis Obispo.
- Allan Hancock College Parking Lot 8 Santa Maria, California – Civil Engineer – This project involved removing and replacing the 2-acre parking lot structural section, replacing concrete sidewalks to ensure ADA accessibility, installing an emergency blue phone, and replacing an asbestos-cement water main as called for in the District's Master Plan.
- Allan Hancock College Parking Lot Expansion Santa Maria, California – Civil Engineer – Buddy provided grading and paving plans, lighting and electrical plans, landscape plans, signing and striping plans, specifications, and cost estimates for this parking lot upgrade.



Years of Experience

12 – GECE 13 – Total

Education

 Bachelors of Science in Electrical Engineering with a Concentration in Power Systems, California Polytechnic State University, San Luis Obispo, CA, 2005

Registrations

 Professional Engineering in California #18927

Heather Gray

PE

Electrical Engineer | GECE

Gray Electrical Consulting + Engineering, CORP (GECE) was founded in 2012 by Heather A. Gray, P.E. with a focus on quality electrical engineering design services to meet the needs of Santa Barbra County and California State wide. At GECE, we focus on delivering the most thorough and detailed solutions for every project, always keeping in mind the customer experience, and striving to find the right balance between the end user experience and code requirement.

- PG&E, Diablo Canyon Nuclear Power Plant Electrical Engineer – Electrical project management of capitol and expense projects for this California State electric utility company and nuclear power plant. Responsibilities included: Project oversight as well as technical and analytical guidance to each project team, project forecast, management of project costs, schedules, vendor tasks and vendor deliverables. Responsible for implementing quality and procedural standards, in addition, review of project deliverables and variances. Responsible for providing technical guidance to engineering with regard to complex risk and alternative analysis, studies, and conceptual design. In addition, providing assessment of project risks and formulating contingency plans. Responsible for arbitration and resolution of project conflicts, as well as management of technical and licensing issue resolution associated with the design and implementation of each project.
- Thoma Electric, Inc. Electrical Engineer Electrical engineering and project management for this design build/firm. Responsibilities included: Development of electrical construction documents and technical specifications from schematic design through complete construction. Execution of electrical system design in the areas of power systems, lighting control, fire alarm, energy conservation, LEED credit design requirements and compliance documentation, value engineering, applicable codes and professional reference standards, short circuit analysis, voltage drop analysis, battery calculations, and photometric analysis. Engineering support of electrical systems during construction, including submittal review, respond to contractor request for information, and job walk observations. Experience with electrical design for straw bail and rammed earth construction means, methods, and applicable codes and standards.



Years of Experience

15 – Miyamoto 32 – Total

Education

- Master of Engineering in Civil Engineering, Cornell University, Ithaca, NY
- Bachelor of Science in Engineering, Harvey Mudd College, Claremont, CA

Registrations

- Structural Engineer, CA S2870
- Civil Engineer, CA C35684

Kenneth Wong

ME, SE

Structural Engineer | Miyamoto International

Ken Wong joined Miyamoto International in 2003 as Principal and leader of the transportation and civic market sectors, bringing along a wealth of structural engineering experience in the public domain. As Principal, he manages integrated teams for transit, civic, institutional and commercial opportunities and influences thought leadership in the industry. A highly-respected and accomplished engineer, Ken generates a diversity of design solutions that are both functional and innovative, using highperformance design in ways that resolve the present-day challenges of public agencies and set new benchmarks. His expansive portfolio includes projects of every scale from feasibility studies and assessments to tenant improvement, seismic retrofit and design of large-scale, complex, multi-phased developments. Ken consistently connects the dots between challenges and solutions, helping his public clients achieve smart investments for the communities they serve.

- Foothill Transit, Irwindale Bus Maintenance Facility & Expansion – Irwindale, California – Structural Engineer – Served as Principal in Charge for a complete bus maintenance facility consisting of maintenance building, bus wash, fare collection, fueling station and administration building.
- Gold Coast Transit Bus Operations & Maintenance Facility

 Oxnard, California Structural Engineer Miyamoto
 International served as Structural Engineer for this new facility,
 which includes a 17,000-SF Administration Building, an eightbay 28,000-SF Maintenance Building, CNG Fueling Building and
 Yard and Bus Wash.
- LA Metro, Gold Line Yards and Shops Los Angeles, California– Structural Engineer – A crucial link in the designbuild Metro Gold Line light rail project, the yard and shops provide maintenance, repair, cleaning, storage and revenue collection services for all trains on the 13-mile route between Los Angeles and Pasadena.
- LA Metro, West Los Angeles Maintenance Center Los Angeles, California– Structural Engineer – Served as Principal in Charge for this new bus maintenance facility. Designed for a tight, difficult site, the design featured a two-story long-span bus parking area, deep foundations with grade beams bridging over a buried storm drain.
- Amtrak, West Oakland Maintenance Facility Oakland, California – Structural Engineer



Years of Experience

18 – Earth Systems 34 – Total

Education

• BS, Civil Engineering, 1992, Portland State University

Registrations

 Registered Professional Engineer (Geotechnical), State of California (No. 2586)



Years of Experience

2– Earth Systems 10 – Total

Education

 B.S., Civil Engineering, University of Florida, Gainesville

Registrations

 Registered Professional Engineer (Civil), State of California, (No. 87519)

Doug Dunham

PE

Geotechnical Engineer | Earth Systems

Mr. Doug Dunham will be the geotechnical engineer responsible for development, implementation, and oversight of the geotechnical engineering investigation for the project. He supervises geotechnical engineering investigations, including subsurface exploration programs, data analysis, and development of geotechnical design criteria.

Relevant Experience

- Lompoc Transit Operations and Fleet Maintenance Facility, Lompoc, California
- Santa Maria Transit Center, Santa Maria, California
- Santa Maria Area Transit Bus Yard Parking Expansion, Santa Maria, California
- Lompoc Transit Transfer Center, Lompoc, California
- Cuyama Bus Stop Improvements, County of Santa Barbara, California

Phillip Madrid

PE

Project Engineer | Earth Systems

Phillip Madrid, PE, is a project engineer with a varied skill set that encompasses geotechnical engineering, materials testing, and construction inspection. He will be responsible for the geotechnical engineering investigation, including drill crew coordination, subsurface investigation, laboratory testing, and geotechnical analysis.

- RTA Bus Parking Yard, Paso Robles, California
- Water Resource Recovery Facility Upgrades, San Luis Obispo, California
- The Yard Townhomes, San Luis Obispo, California
- Nipomo Community Skate Park, Nipomo, California
- VAFB Building 3000 Addition, VAFB, California
- VAFB 13th Street Bridge, VAFB, California
- Oceano Airport Beacon and AWOS Towers, Oceano, California



Years of Experience

24 – Fuel Solutions 30+ – Total

Education

- B.S., Economics, Arizona State University, College of Business
 – Tempe, AZ, 1987
- Earned certification from the NGV Institute (Las Vegas) for advanced techniques in theory, design and development of CNG infrastructure, 1995

Reb Guthrie

Fueling Designer | Fuel Solutions

Reb Guthrie is a principal and co-founder of Fuel Solutions, Inc. He has managed the majority of the projects performed by the company since its inception, including the assessment, specification, development and installation of over 140 compressed natural gas (CNG) fueling facilities and 25+ conventional petroleum fueling stations for more than 100 municipalities, transit authorities, counties, school districts and federal agencies throughout the U.S.

- Supervised and provided design consulting for the refurbishment of a mixed-fuel transit-maintenance facility for the Phoenix Transit Department. Included design of replacement 2 x 20,000 gallon diesel UST-based system with 2 x 5HP high-capacity pumps for delivering 40+ GPM to three dispensers simultaneously, as well as design of a fleet-gasoline storage and dispensing system. Project also includes design of a new 5700-SCFM CNG fueling system, using high-pressure reciprocating LNG pumps and heat-exchanger system, as well as an integrated fuel/fluids management system for supervising LNG, CNG, diesel, gasoline and service reels.
- Supervised and provided design consulting for a gasoline & diesel fueling system for paratransit buses at MARTA Brady Avenue Bus Facility, Atlanta, GA. Project scope included developing drawings and specifications for a 3x aboveground tank system supplying four dispensers via 100% above-grade piping system. New Veeder Root leak-monitoring system was extended to monitor nearby diesel ASTs that had an outdated monitoring system.
- Supervised and provided design consulting for a gasoline/E85 fueling system for paratransit buses at RTC of Southern Nevada, Integrated Bus Maintenance Facility.
- Manage the design of integrated petroleum and CNG fueling systems at Los Angeles Metro Division 13 in downtown Los Angeles. Petroleum system includes split-tank 12,000-gallon aboveground tank vault (UL 288 rating for ballistic resistance), supplying a two-hose high-capacity fleet dispenser for fueling service trucks and other white-fleet vehicles. Design is integrated with a high-capacity 4500-SCFM fourlane CNG fueling facility, which shares the fuel-management system with the nearby petrol facility.



Years of Experience

25 – Jacobus & Yuang 36+ – Total

Education

 Bachelor of Science, in Quantity Surveying, University of the Witwatersrand, South Africa, 1980

Education

- American Association of Cost Engineers (Member No. 2087)
- American Institute of Architects (Member No. 30138264)
- Associate Editor for SPI Cost Data Publications

Cobus Malan

Cost Estimator | Jacobus & Yuang

As Executive Principal, Cobus Malan has a Bachelor of Science degree in Quantity Surveying (Construction Cost Professional), from the highly accredited University of the Witwatersrand in South Africa. He has acquired at least 36 years' in-depth diverse construction costing experience in all aspects of work, from the perspective of a professional Quantity Surveying and estimating practice, as well as working with general contractors, design professionals, design build contractors and developers. In capacity as Quantity Surveyor, Cobus uses his diverse experience in applying first principals to construction cost estimating, by paying particular attention to the multi-trade detailed cost consequential aspects of a project. His consulting experience is supplemented by assisting in evaluation and settlement of Change Orders, helping to keep a finger on the pulse of industry costs. This experience is also enhanced through the research he performs in capacity as Associate Editor for the nationally published SPI Cost Publications. Miscellaneous Transit and Maintenance projects furthermore constitute a perfect match in regard to Cobus' attention to detail matched with his multi-trade experience and the firm's in-house multi-disciplinary estimating skills.

- Santa Cruz Metropolitan Transit District Metrobase Project Operations Building – Santa Cruz, CA –
- Trimet Powell Bus Garage Replacement Project Portland, OR
- LA Metro Division 13 Bus Operations & Maintenance Facility Los Angeles, CA
- Gold Coast Transit Administration & Operations Facility Oxnard, CA
- LADOT CNG Fueling & Bus Maintenance Facility, Los Angeles, CA
- VVTA Administration, Operations & Maintenance Facility, Victorville, CA
- Glendale Beeline Transit Operations & Maintenance Facility, Glendale, CA
- Antelope Valley Transit Authority, Lancaster, CA
- Fresno Area Express Expansion & Upgrade, Fresno, CA
- City of Napa Maintenance Facility Expansion, City of Napa, CA
- Santa Monica Bus Fuel & Wash Facility, Santa Monica, CA

Catherine Avila

ΡE

Floodplain Specialist | Avila & Associates

Catherine Avila is a Principal who began Avila and Associates Consulting Engineers, Inc. in 2000 and who has over 30 years of public and private sector experience in many areas including hydrologic and hydraulic modeling (HEC-RAS, HEC-HMS), environmental assessments, and structure hydraulics. Prior to starting Avila and Associates, Ms. Avila was a Branch Chief for Structure Hydraulics for the California Department of Transportation (Caltrans) where she was in responsible charge of several key programs including the State of California's Structure Hydraulics Local Assistance Training Program, infrastructure database management, and development and implementation of the state bridge scour mitigation program. Her California Bank and Shore Rock Slope Protection Design Manual was recently replaced by the State of California after 20 years.

Relevant Experience

- Carpinteria Avenue Bridge over Carpinteria Creek Bridge Replacement Project, City of Carpinteria, Santa Barbara County, CA – Role: Project Manager/Project Engineer/Hydraulic Modeler, Responsibilities: Ms. Avila is responsible for providing bridge hydraulic services including estimating discharge design water surface elevation, velocity, and bridge scour for this Highway Bridge Program (HBP) bridge replacement. She also prepared a Conditional Letter of Map Revision (CLOMR) for the bridge replacement project which will lower the water surface elevation through the reach by providing freeboard for a bridge which is currently under pressure flow.
- Sandspit Road over Goleta Slough, City of Goleta, County of Santa Barbara, CA – Role: Project Manager/Project Engineer/ Hydraulic Modeler, Responsibilities: Ms. Avila provided bridge hydraulic services including estimating discharge design water surface elevation, velocity and bridge scour for the Sandspit Road Bridge over Goleta Slough in Santa Barbara County. Estimation of the potential impact of Sea Level Rise is included as part of the project.
- Montecito Street Bridge over Sycamore Creek Br. Replacement, City of Santa Barbara, County of Santa Barbara – Role: Design Engineer Responsibilities: Provided bridge hydraulic services for the bridge replacement. Bridge hydraulic services included estimating discharge design water surface elevation, velocity and bridge scour for the Sycamore Creek in the City of Santa Barbara.

Years of Experience

18 – Avila & Associates 30 – Total

Education

- B.S., Civil Engineering, Santa Clara University
- M.S. Civil Engineering, U.C. Davis
- M.B.A. Public Sector Management / Economics, U.C. Davis

Registrations

 Professional Civil Engineer, (CA – 48947)

RFQ CHECKLIST FORM

Listed below are all documents that are required to be submitted as part of a response to this request for qualifications.

Write "yes" on the blank space if you have included those items for submittal of your RFQ

<u> X </u>	Contractor's Relative Experience/Reference Form (Attachment A)
<u>X</u>	Contractor's Designated Contact List (Attachment B)
<u>X</u>	Receipt of Addenda Form (if issued)
<u>X</u>	Technical Information Relative to RFQ
<u> </u>	Financial Information in a separate envelope clearly marked with the firm's name and the words "Confidential Financial Information"
<u>X</u>	Confirmation of agreement to Insurance requirements as outlined in (Attachment One)
<u>X</u>	DBE Utilization / DBE Participation Schedule form provided in Attachment Two
X	Lobbying Restrictions form provided in Attachment Two

ATTACHMENT A REFERENCES

Work accomplished by firm which best illustrates current qualifications relevant to this project:

1.	Project Description: <u>\$120M; 540 sf bus operations & maintenance facility</u>
	Contract Amount: \$120M
	Contract Execution & End: 2008 through 2015
	Transit Agency and Location: <u>LA Metro; Los Angeles, CA</u>
	Contact Name & Telephone Number: Tim Lindholm; 213-922-7297
2.	Project Description: \$12.6M; 26,000 sf bus operations & maintenance facility
	Contract Amount:\$12.6M
	Contract Execution & End: 2015 through current
	Transit Agency and Location: <u>City of Glendale; Glendale, CA</u>
	Contact Name & Telephone Number: <u>Kathryn Engel; 818-937-8330</u>
3.	Project Description: \$30M (estimated) 108,400 sf bus operations & maintenance facility
	Contract Amount:\$30M (estimated)
	Contract Execution & End: 2017 through current
	Transit Agency and Location: <u>NVTA; Napa, CA</u>
	Contact Name & Telephone Number: <u>Herb Fredrickson; (707)259-5951</u>

NOTE: It is important that this sheet be completed and submitted with your submittal. Failure to provide the above information in complete detail may result in your bid being considered non-responsive.

ATTACHMENT B DESIGNATED CONTACTS LIST

Vendors are required to indicate in the space provided below the designated contact individual's name and contact information:

SAN LUIS OBISPO RTA

<u>VENDOR</u>

Geoff Straw San Luis Obispo RTA 179 Cross Street, Suite A San Luis Obispo, CA 93401 (805) 781-4465 gstraw@slorta.org Stantec Architecture Inc.

Attn: Pat McKelvey, AIA; Senior Principal

523 W. 6th Street, Suite 1200

Los Angeles, CA 90014

213-955-9775 ext. 3530

pat.mckelvey@stantec.com

ATTACHMENT C LOBBYING RESTRICTIONS CERTIFICATION RTA Bus Maintenance Facility Design/Engineering

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

- 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

(*MM Mokely	_ Signature of Offeror's Authorized Official
Patrick M. McKelvey	_ Name of Offeror's Authorized Official
Senior Principal	_ Title of Offeror's Authorized Official
June 18, 2018	Date

ATTACHMENT D DBE UTILIZATION FORM

The undersigned Offeror has satisfied the requirements of the RTA Bus Maintenance Facility design and engineering solicitation in the following manner (please check the appropriate space and fill-out the percentage):

X The Bidder/Offer is committed to a minimum of <u>5.1</u>% DBE utilization on this contract.

_____ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a

minimum of _____% DBE utilization on this contract and submits documentation

demonstrating good faith efforts.

_____ Signature of Offeror's Authorized Official

Patrick M. McKelvey Name of Offeror's Authorized Official

Senior Principal Title of Offeror's Authorized Official

<u>6/18/18</u> Date

ATTACHMENT E RECEIPT OF ADDENDA FORM

The undersigned Offeror has read and understands the following addenda issued by the RTA as part of the design/engineering procurement for the Bus Maintenance Facility project:

Addendum #	Date Issued
#1	<u>May 23, 2018</u>
#2	June 11, 2018

(MM Merly	_ Signature of Offeror's Authorized Official
Patrick M. McKelvey	_ Name of Offeror's Authorized Official
Senior Principal	_ Title of Offeror's Authorized Official
June 18, 2018	Date

 \frown



Design with community in mind

San Luis Obispo RTA Bus Maintenance Facility San Luis Obispo, California

Total Fee

Summary 25 July 2018 Date:

Company: Discipline: Stantec Team All Services

LABOR																								
	RNL Proj Mgmn	/Stantec t/Arch/ Interiors	Stantec	Civil	Miy Stru	amoto Ictural	Star Mech/Plumb/	ntec /ICT/ Security	Gray Ele	Electrical ectrical	Sta Land	ntec scape	Stante Eng	c Industrial ineering	Fuel Solut Sys	tions Fueling stems	Avila & Hydro	Assoc ology	Earth Ge	Systems otech	Jacobus & Estin	Yuang Cost ating	Total Hour	s/Professional Fee
TASKS	Hours	Foo	Hours	Foo	Hours	Foo	Hours	Eee	Hours	Eeo	Hours	Fee	Hours	Eeo	Hours	Eeo	Hours	Eee	Hours	Foo	Hours	Foo	Hours	Fee
Task 1	Tiours	166	nours	1 66	Tiours	166	Tiours	1.66	Tiours	166	Tiours	1 66	nours	1 66	Tiours	166	Tiours	166	Tiours	1 66	Tiours	1 66	nours	166
Review Existing Conditions	188	\$ 25,320.00	116	\$ 22,892.00	12	\$ 2,633.40	106 \$	5 17,716.00	50	\$ 7,939.50	8	\$ 1,232.00	24	\$ 4,056.00	36	\$ 5,790.56	54 \$	7,157.70	111 \$	5 15,980.00	0\$	-	705	\$110,717.16
Task 2						. ,						. ,		. ,		· /				,				
Programming	256	\$ 36,780.00	8	\$ 1,628.00	8	\$ 1,755.60	102 \$	5 17,416.00	9	\$ 1,423.50	4 9	\$ 676.00	228	\$ 36,028.00	48	\$ 7,985.52	0\$	-	0 5	s -	0\$	-	663	\$103,692.62
Task 3																								
Concept Design	764	\$ 106,860.00	46	\$ 7,184.00	40	\$ 7,147.20	174 \$	\$ 27,736.00	40	\$ 6,190.00	28	\$ 3,788.00	162	\$ 24,592.00	68	\$ 9,271.28	0\$	-	0 5	<u>-</u>	0\$	-	1322	\$192,768.48
Task 4																								
Schematic Design (35%)	1228	\$ 162,740.00	102	\$ 16,024.00	280	\$ 35,728.08	308 \$	\$ 48,150.00	46	\$ 6,206.00	40	\$ 5,696.00	88	\$ 13,310.00	46	\$ 6,458.20	0\$	-	15 \$	\$ 2,350.00	127 \$	15,662.00	2280	\$312,324.28
Task 5 Design Development (60%)	1408	\$ 181,840.00	234	\$ 34,980.00	464	\$ 58,182.08	546 \$	80,548.00	434	\$ 57,981.75	40	\$ 5,696.00	248	\$ 37,248.00	46	\$ 6,060.04	0\$	-	13 \$	5 2,060.00	268 \$	33,048.00	3701	\$497,643.87
Task 6																								
Final Design (95%, 100%)	1232	\$ 156,340.00	274	\$ 40,380.00	612	\$ 73,157.72	806 \$	\$ 123,074.00	219	\$ 29,710.25	48	\$ 6,696.00	132	\$ 20,260.00	50	\$ 6,600.44	0\$	-	13 \$	5 2,060.00	211 \$	26,010.80	3597	\$484,289.21
Task 7																								
Bidding & Award	168	\$ 23,520.00	14	\$ 2,528.00	24	\$ 2,955.60	116 \$	\$ 19,724.00	16	\$ 2,356.50	8	\$ 1,232.00	20	\$ 3,428.00	10	\$ 1,227.60	0\$	-	0 5	s -	0\$	-	376	\$56,971.70
Task 8																								
Construction & Close Out	2180	\$ 304,700.00	30	\$ 5,440.00	316	\$ 43,671.80	484 \$	\$ 78,000.00	265	\$ 37,848.00	32	\$ 4,520.00	198	\$ 29,638.00	72	\$ 10,287.04	0\$	-	0 9	s -	0\$	-	3577	\$514,104.84
Totals	7424	\$998,100.00	824	\$131,056.00	1756	\$225,231.48	8 2642	\$412,364.00	1079	\$149,655.50	208	\$29,536.00	1100	\$168,560.00	376	\$53,680.68	54	\$7,157.70	0 152	\$22,450.00	606	\$74,720.80	16221	\$ 2,272,512.16
EXPENSES																								\$2,272,512.16

1

EXPENSES		
Other-Define	\$	-
Mileage	\$	17,588.60
Airfare	\$	8,800.00
Per Diem	\$	20,855.00
Car Rental	\$	1,020.00
Parking	\$	520.00
Printing	\$	19,962.00
Postage	\$	10,181.00
Total	\$	78,926.60

OPTIONAL Stantec LEED										
Hours		Fee								
16	\$	3,200.00								
32	\$	6,400.00								
48	\$	9,600.00								
120	\$	24,000.00								
40	\$	8,000.00								
200	\$	40,000.00								
456		\$91,200.00								

Total Fee + Expenses

\$ 2,351,438.76

San Luis Obispo RTA Bus Maintenance Facility San Luis Obispo, California

Total Fee

Summary Date: 25 July 2018

 Company:
 RNL/Stantec

 Discipline:
 Project Management/Architecture/Interiors/Lighting

LABOR		McKelvey	Todd	Hung				Sustainabilitiy /	Chang	Total Hou	rs/Profession	nal
		Principal	Proj Manager/P	A Proj Designer	Architect	CADD/Tech	Specs/QA/QC	Lighting	Asst PM (Inv)		Fee	
TASKS		Rate: \$250.00	Rate: \$ 160.0	0 Rate: \$175.00	Rate: \$ 125.00	Rate: \$ 100.00	Rate: \$150.00	Rate: \$ 125.00	Rate: \$195.00			
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Fee	
Task 1	4 weeks											
Review Existi	ng Conditions	1	6 2	24	4 80	60)		4	188	\$ 25,320.	00
Task 2	4 weeks											
Programming	l	2	4 8	80	80	60	8		4	256	\$ 36,780.	.00
Task 3	7 weeks											
Concept Desi	gn	4	B 16	6 6	0 280	160	8	40	8	764	\$ 106,860.	.00
Task 4	10 weeks											
Schematic De	esign (35%)	4	20	0 12	400	400	16	40	12	1228	\$ 162,740.	.00
Task 5	12 weeks											
Design Devel	opment (60%)	3	2 24	8 0	480	480	24	60	12	1408	\$ 181,840.	.00
Task 6	11 weeks											
Final Design ((95%, 100%)	24	4 22	20 1	6 440	440	40	40	12	1232	\$ 156,340.	.00
Task 7	6 weeks											
Bidding & Aw	vard	-	в 2	24	8 120)		4	4	168	\$ 23,520.	.00
Task 8	16 months											
Construction	& Close Out	4	0 64	0	1400)	24	16	60	2180	\$ 304,700.	00
	Totals	s 23	2 158	8 28	8 3280	1600	120	200	116	7424	\$ 998,100.	00
EXPENSES		\$ 58,000	\$ 254,08	0 \$ 50,400	\$ 410,000	\$ 160,000	\$ 18,000	\$ 25,000	\$ 22,620		\$ 998,100.	00
Other-Define	\$ -											
Mileage	\$ 8,185.50	450 mi/R	T x 34 trips x \$0.5	35/mi	Trips:	Task 1/2 2 trips	Per Diems	s: 2				
Airfare	\$ -					Task 3 2 trips		8				
Per Diem	\$ 17,050.00	55 per di	ems x \$250 hotel ·	⊦ \$60 food		Task 4 3 trips		13				
Car Rental		_				Task 5 2 trips		4				
Parking	- \$	-				Task 6 4 trips		8				
Printing	\$ 19,962.00					Task 7 1 trip		0	1			
Postage	\$ 9,981.00					Task 8 20 trips		20	1			
Total	\$ 55 178 50										\$ 1,053,278.	50