



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

July 17, 2019 – 1:30 PM

5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order
2. Approval of the June 19, 2019 Board Minutes
3. Public Comment on Non-Agenda Items
4. Board Member Announcements
5. General Manager's Report
6. Consent
 - a. Approval of Hanson Bridgett, LLP Contract Amendment No. 7
 - b. Authorize the General Manager to Issue a Purchase Order with Transit Sourcing Services, Inc. in the amount of \$113,940 for 60 Train Wheels
7. Overview of SMART's Public Safety, Operation and Public Outreach Team Assessment Related to the Recent Incidents in Santa Rosa and Rohnert Park
8. Approve Resolution Authorizing the General Manager to Execute Contract Amendment No. 1 to Contract No. CV-BB-19-001 with Ghilotti Bros., Inc. in the amount of \$249,175 and Extending the Contract to October 31, 2019
9. Authorize the General Manager to Award Contract No. OP-SV-19-001 to A.J. Janitorial Services in an amount of \$301,000 to Perform Janitorial service at SMART's Stations and Facilities
10. SMART's Expenditure Plan Principles for Considerations (*Discussion Only*)

11. Closed Session
 - a. Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6

Agency Designated Representative: General Manager
Represented employees: Operating Engineers Local 3/SECA, IAMAW Local Lodge No. 1414, Teamsters Local 665; and Unrepresented Employees
 - b. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Lomas Partners, LLC. v. Sonoma-Marín Area Rail Transit District – Case No. SCV-262331
 - c. Conference with the Chief of Police and General Manager regarding security of public services and public facilities pursuant to California Government Code Section 54957
12. Report Out of Closed Session
13. Next Regular Meeting Board of Directors, August 7, 2019 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
14. Adjournment

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SMART at least 72 hours prior to the meeting to ensure arrangements for accommodation. Please contact the Clerk of the Board at (707) 794-3072 or dial CRS 711 for more information.

DOCUMENTS: Documents distributed by SMART for its monthly Board meeting or committee meetings, and which are not otherwise privileged, may be inspected at SMART's office located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 during regular business hours. Documents may also be viewed on SMART's website at: www.sonomamarintrain.org. Materials related to an item on this Agenda submitted to SMART after distribution of the agenda packet are available for public inspection at the SMART Office. For information about accessing SMART meetings by public transit, use the trip planner at www.511



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES**

June 19, 2019 - 1:30 PM

5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order

Chair Phillips called the meeting to order at 1:30pm. Directors Connolly Fudge, Lucan, Naujokas, Pahre, Rabbitt and Zane were present. Directors Hillmer and Rogers absent; Director Arnold arrived later.

2. Approval of the June 5, 2019 Board Minutes

MOTION: Director Naujokas moved approval of the June 5, 2019 Board Minutes as presented, Director Rabbitt second. The motion carried 8-0 (Directors Hillmer and Rogers absent; Director Arnold arrived later).

3. Public Comment

None

4. Board Members Announcements

Director Lucan stated that General Manager Mansourian attended the Novato City Council meeting on Tuesday, June 11th and provided an update on the Downtown Novato Station. He also informed the public that it will be a regular stop and the residents of Novato are very pleased. Director Lucan said that several years ago, at the City of Novato's expense, a study was conducted on how to best serve the Downtown area of Novato. He thanked the Board members and General Manager Mansourian.

5. General Manager's Report

General Manager Mansourian stated that SMART has carried 1,284,685 passengers, 119,000 bicycles, and over 4,800 wheelchairs.

He stated that he is very proud of the Operations Team, especially the Engineer-Conductors, Vehicle Maintenance, and Signal Systems who provided excellent service

during the high temperature days. Many of the transit agencies (Rail Agencies) around the Bay had problems with air condition and signals during the high temperature days. SMART's team worked long nights and between service to make sure SMART did not have any weather-related issues. He acknowledged Superintendent of Vehicle Maintenance, Husani Longstreet along with his staff.

General Manager Mansourian stated that the Marin County Civil Grand Jury has released a report "Marin's Telecommunication Disconnect", and invited him to participate/respond; he has declined as SMART has no jurisdiction over the study.

He announced that SMART's team received a Bay Area Metro Award from the Metropolitan Transportation Commission and the Association of Bay Area Governments for its successful rail service. He thanked MTC commissioners Connolly and Rabbitt. He also announced that SMART was voted Best Transportation Agency in the Pacific Sun Best of Marin 2019.

General Manager Mansourian stated that Director Arnold received feedback for additional bike lockers at Hamilton Station. The bike lockers will be installed at the Hamilton Station in the next few weeks to accommodate the public request. The Press Democrat published an article regarding the bike-sharing system centered around SMART's stations, this could make its debut as early as this fall. The program is the result of an \$800,000 Metropolitan Transportation Commission grant.

He said that staff has received feedback regarding the bike locker card and as of July 15th the public will be able to use the Clipper card for the bike lockers.

Lastly, at the request of Director Connolly additional advertising at SMART's stations have been added to promote Kids-Ride-For-Free program.

Chair Phillips wished Director Connolly a Happy Birthday.

6. Consent
 - a. Approval of the Monthly Financial Reports

Chair Phillips asked for Board and public comments on the proposed Consent Agenda.

Comments

Director Zane asked for clarification of the Monthly Financial Report: Expenditures – Salaries and Benefits are under budget due to hiring. Ms. McGrath responded that there are several payrolls that have not been processed, however she will review and report back.

MOTION: Director Rabbitt moved approval of the Consent Agenda as presented. Director Pahre second. The motion carried 8-0 Directors Hillmer and Rogers absent; Director Arnold arrived later).

7. Authorize the General Manager to Award a Sole-Source Purchase Order to Knorr Brake Company, LLC for the Purchase of Specialized Braking Equipment used on the Diesel Multiple Units (DMUs) in the amount not-to-exceed \$80,000

Procurement Coordinator, Ken Hendricks, stated that the item for Board approval today is to authorize the General Manager to execute a sole-source purchase order with Knorr Brake Company, LLC. for specialized rail car braking equipment. The Board approved Fiscal Year 2019-20 budget which includes the purchase of specialized braking equipment for SMART's trains. These overhaul kits are required every three years as part of the manufacturer's mandated maintenance schedule in order to be compliant with all warranties.

Therefore, staff recommends authorizing the General Manager to execute a sole-source purchase order with Knorr Brake Company, LLC. in an amount not-to-exceed \$80,000.

MOTION: Director Rabbitt moved to Authorize the General Manager to Award a Sole-Source Purchase Order to Knorr Brake Company, LLC for the Purchase of Specialized Braking Equipment used on the Diesel Multiple Units (DMUs) in the amount not-to-exceed \$80,000 as presented. Director Lucan second. The motion carried 8-0 Directors Hillmer and Rogers absent; Director Arnold arrived later).

8. Authorize the General Manager to Award a Sole-Source Purchase Order to Voith Turbo Inc., for the Purchase of a Car Coupler Assembly and Crash Energy Management equipment for SMART's Diesel Multiple Units (DMUs) in the amount not-to-exceed \$200,000

Procurement Coordinator, Ken Hendricks stated that the item for Board approval today is to authorize the General Manager to execute a sole-source purchase order with Voith Turbo Inc., The Board approved Fiscal Year 2019-20 budget which includes the purchase of a Car Coupler Assembly and Crash Energy Management equipment for SMART's Diesel Multiple Units (DMUs). These specialized parts protect the DMU's in the event of an impact.

Therefore, staff recommends authorizing the General Manager to execute a sole-source purchase order with Voith Turbo Inc., in the amount not-to-exceed \$200,000

MOTION: Director Pahre moved to Authorize the General Manager to Award a Sole-Source Purchase Order to Voith Turbo Inc., for the Purchase of a Car Coupler Assembly and Crash Energy Management equipment for SMART's Diesel Multiple Units (DMUs) in the amount not-to-exceed \$200,000 as presented. Director Naujokas second. The motion carried 8-0 Directors Hillmer and Rogers absent; Director Arnold arrived later).

Public Comment on Closed Session

Duane Bellinger suggested including address along with mile post numbers.

Director Arnold arrived at 1:43PM

Chair Phillips adjourned the Board to closed session at 1:44PM on the following:

9. Closed Session

- a. Conference with legal counsel regarding exposure to potential litigation pursuant to California Government Code Section 54956.9(d)(3): number of cases: 1
- b. Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Represented employees: SMART Engineers Conductors Association (SECA), IAMAW Local Lodge No. 1414, and Teamsters Local 665; and Unrepresented Employees
- c. Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Sonoma-Marín Area Rail Transit District
Property Address: Right-of-Way (MP14.9–89 and MP B25.8 – B49.8)
Negotiating Parties: Farhad Mansourian, SMART General Manager
Douglas Bosco, NWPCo. Counsel

10. Report Out of Closed Session

Chair Phillips reported out of Closed Session at 2:44PM on the following:

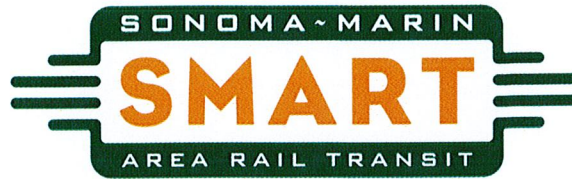
- a. Conference with legal counsel regarding exposure to potential litigation pursuant to California Government Code Section 54956.9(d)(3): number of cases: 1
Report Out: Direction given to staff.
- b. Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Represented employees: SMART Engineers Conductors Association (SECA), IAMAW Local Lodge No. 1414, and Teamsters Local 665; and Unrepresented Employees
Report Out: Direction given to staff
- c. Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: Sonoma-Marín Area Rail Transit District
Property Address: Right-of-Way (MP14.9–89 and MP B25.8 – B49.8)
Negotiating Parties: Farhad Mansourian, SMART General Manager
Douglas Bosco, NWPCo. Counsel
Report Out: Direction given to staff

11. Next Regular Meeting Board of Directors, July 17, 2019 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
12. Adjournment – Meeting adjourned at 2:46PM.

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



July 17, 2019

Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Joe Naujokas
Sonoma County Mayors' and
Councilmembers Association

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Hwy, Suite 200
Petaluma, CA 94954

SUBJECT: Approval of Hanson Bridgett, LLP Contract Amendment No. 7

Dear Board Member:

RECOMMENDATION:

Authorize the General Manager to execute Contract Amendment No. 7 with Hanson Bridgett LLP for legal support services in the amount of \$80,000 for a contract not-to-exceed amount of \$450,000 and to extend the term of the agreement to June 30, 2020.

SUMMARY:

Hanson Bridgett LLP has been under contract with SMART since 2005 and has assisted SMART with a number of projects and legal matters over the past several years, most recently as part of the labor negotiations team, assisting Human Resources in collective bargaining contract negotiations and other labor-related issues.

We are in the process of re-negotiating multiyear collective bargaining agreements with three separate unions representing Operations employees in the Transportation, Vehicle Maintenance, and Maintenance of Way Divisions. The expertise provided by Hanson Bridgett to date has been invaluable. While we had hoped to conclude negotiations by the end of June, discussions are continuing as no final agreements have been reached. Thus, additional time will be needed over the next several weeks as negotiations are ongoing. Staff recommends continued use of the services of Hanson Bridgett for supplemental legal and labor negotiations support on an as-needed basis.

FISCAL IMPACT: Funding for the contract is included in the approved budget for FY 2019-2020.

REVIEWED BY: [x] Finance  [x] Counsel 

Sincerely,


Lisa Hansley
Human Resources Manager

Farhad Mansourian
General Manager



5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

**SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND HANSON BRIDGETT, LLP**

This SEVENTH AMENDMENT dated as of July 17, 2019 (the “Seventh Amendment”) to the Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“SMART”) and HANSON BRIDGETT, LLP (“CONSULTANT”), dated as of June 20, 2012 (the “Original Agreement,” and as amended by the First through Sixth Amendments and now this Seventh Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide specialized legal expertise in public employee benefits, public transportation issues, and intellectual property matters; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between July 1, 2013 and July 1, 2018, to update the Scope of Services, increase the not-to-exceed amount, and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to extend the term to June 30, 2020 and increase the not-to-exceed amount by \$80,000 for a total not-to-exceed of \$450,000; and

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, it is mutually agreed by and between the parties that:

AGREEMENT

1. **“ARTICLE 2. COMPENSATION”** Is hereby amended as follows:

“Compensation for services over the life of the Agreement shall not exceed \$450,000 without a formal Amendment to the Agreement.”

2. **“ARTICLE 3. TERM”** Is hereby deleted and replaced in its entirety with the following:

“The term of this Agreement shall remain in effect until June 30, 2020, unless terminated earlier in accordance with the provisions of **Article 8.**”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits

thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as set forth below.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Farhad Mansourian, General Manager

HANSON BRIDGETT, LLP

Dated: _____

By _____
Madeline Chun, Partner

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel



July 17, 2019

Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
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Patty Garbarino
Golden Gate Bridge,
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Dan Hillmer
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Eric Lucan
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Chris Rogers
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Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Authorize the General Manager to Issue a Purchase Order for 60 Train Wheels with Transit Sourcing Services, Inc. in the amount of \$113,940.

Dear Board Members:

RECOMMENDATION:

Staff recommends authorizing the General Manager to issue a Purchase Order to Transit Sourcing Services, Inc. for 60 train wheels in the amount of \$113,940.

SUMMARY:

A formal Invitation for Bid (IFB) was issued on August 24, 2018 to procure 64 train wheels for SMART's Vehicle Maintenance Department. SMART received a total of 3 bids from the following vendors:


1. ORX Railroad Company - \$2,590 per wheel
2. Penn Machine Company - \$2,900 per wheel
3. Transit Sourcing Services, Inc. - \$1,899 per wheel

Transit Sourcing Services, Inc. was the lowest responsive responsible bidder of the three bids received. Included in the Invitation for Bid is an option for SMART to purchase additional train wheels above the base order at a locked in per wheel price rate valid until September 25, 2019. On September 19, 2018, SMART's Board of Directors authorized the General Manager to award a purchase order to Transit Sourcing Services, Inc. for the base order of 64 wheels plus an additional 24 train wheels.

SMART is utilizing the option available in the bid once more before it expires on September 25, 2019 to purchase these additional 60 train wheels at the \$1,899 per train wheel price.

Staff recommend that your Board authorize the General Manager to issue a Purchase Order to Transit Sourcing Services, Inc. in the amount of \$113,940 for 60 Train Wheels.

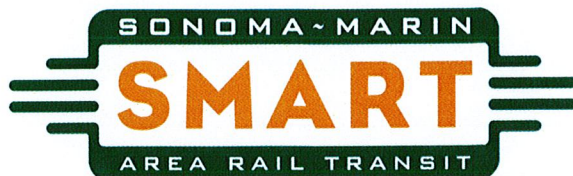
FISCAL IMPACT: Funds for the purchase are included in the approved Fiscal Year 2019-20 operations budget.

REVIEWED BY: [x] Finance  [x] Counsel 

Very truly yours,



Ken Hendricks
Procurement Coordinator



Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

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General Manager

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www.sonomamarintrain.org

July 17, 2019

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Santa Rosa, CA 94954

SUBJECT: Overview of SMART's Public Safety, Operation and Public Outreach Team Assessment related to the recent incidents in Santa Rosa and Rohnert Park.

Dear Board Members:

RECOMMENDATION: Receive Summary and Information.

SUMMARY:

After any safety-related incident, we set up a task force to conduct a thorough inquiry, this task force includes members of our Public Safety, Engineering, Signaling, Operations and Public outreach. We also invite members of the local jurisdictions, including law enforcement and city officials.

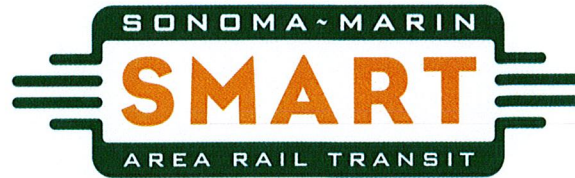
This team is tasked with evaluating all aspects of the incident to determine the circumstances that contributed to the incident. This inquiry includes review of all federal and state safety standards, devices and warning systems. Though no amount of additional enhancements can fully account for human behavior or distractions, SMART continues to evaluate what enhancements or enforcement options can be made to improve the public awareness of the active railroad by the inattentive pedestrian, bicyclist or driver crossing the tracks.

At your July 17th Board meeting, we will update you regarding these recent incidents.

Very truly yours,

Farhad Mansourian
General Manager

A handwritten signature in dark ink, appearing to read "Farhad", written over a large, stylized circular flourish.



July 17, 2019

Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

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Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Santa Rosa, CA 94954

SUBJECT: Approve Resolution Authorizing the General Manager to Execute Contract Amendment No. 1 to Contract No. CV-BB-19-001 with Ghilotti Bros., Inc. in the amount of \$249,175 and extending the contract completion date to October 31, 2019.

Dear Board Members:

RECOMMENDATION:

Approve Resolution Number 2019-10 authorizing the General Manager to execute Contract Amendment No. 1 to Contract No. CV-BB-19-001 with Ghilotti Bros., Inc. for the Enhanced Pedestrian Safety Improvements Project

This contract will add path-of-travel enhancements to 13 locations in San Rafael, Novato, Cotati, and Rohnert Park in an amount of \$249,175 for a total contract amount not-to-exceed \$498,455 and extending the contract completion date to October 31, 2019.

SUMMARY:

On May 16, 2019 your Board awarded Contract No. CV-BB-19-001 for the Enhanced Pedestrian Safety Improvements Project to add path-of-travel enhancements to the first 17 of 30 locations in Petaluma, Rohnert Park and Santa Rosa. This work installs fencing channelization and "Z" gate style enhancements to raise pedestrian awareness of the potential for trains where the path-of-travel crosses the tracks.

BACKGROUND:

In September of 2018, following the first pedestrian death at the Golf Course crossing on August 30, 2018, the General Manager assembled a task force to review all of the grade crossing in the SMART alignment. Their assignment was to take a fresh look at each grade crossing to see if we could improve the safety of the pedestrian path-of-travel across the tracks. The task force reviewed all of the crossings that had sidewalk or some sort of formal path-of-travel across the track.

The 62 locations were reviewed, the task force identified ways to improve public awareness at 30 crossings with addition of "Watch for Trains" stencils on the sidewalk and pedestrian channelization to force pedestrians to break their stride and change direction before crossing the track. This review was presented to you at the October 17, 2018 Board Workshop.

Following the workshop, we initiated a public awareness program that included adding additional features to increase awareness of the train. This included developing concept plans for additional changes to the 30 crossings, getting approval from local municipalities for the work in their right-of-way, conducting field diagnostic reviews with the California Public Utility Commission (CPUC), submitting formal requests to modify the crossings to the CPUC for their approval, preparing a construction contract with more detailed construction plans, advertising and awarding a contract, getting PG&E gas vents moved in two locations, and securing encroachment permits from each jurisdiction for the contractor to construct the improvements. There is a significant amount of coordination with many parties to get to a point of actually constructing the improvements.

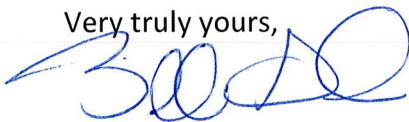
Your Board on May 16, 2019, awarded the contract for the first 17 crossings that were identified with the highest priority and had the least challenges associated with completing the work – essentially the crossings that could be started the fastest. The work in the contract consists of widening sidewalks, extending truncated dome warning strips, installing fencing and barrier railing in order to alter the path-of-travel in advance of the crossing with the intent of making pedestrians more aware of the potential for trains. This Amendment adds the remaining 13 locations in San Rafael, Novato, Cotati, and Rohnert Park.

Staff recommends that the Board approve Resolution No. 2019-10 authorizing the General Manager to Execute Contract Amendment No. 1 to Contract No. CV-BB-19-001 with Ghilotti Bros., Inc. in the amount of \$249,175 and extending the contract completion date to October 31, 2019.

FISCAL IMPACT: Funding for the amendment is available in the Fiscal Year 2019-20 capital budget.

REVIEWED BY: ☒ Finance  ☒ Counsel 

Very truly yours,



Bill Gamlen, P.E.
Chief Engineer

Attachment(s): Resolution No. 2019-10
Contract Amendment No. 1 with Ghilotti Bros, Inc.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. CV-BB-19-001 WITH GHILOTTI BROS., INC FOR ENHANCED PEDESTRIAN
SAFETY IMPROVEMENTS**

WHEREAS, The Sonoma-Marín Area Rail Transit District (SMART) prepared findings on pedestrian safety enhancement implementations available for SMART's crossings; and

WHEREAS, SMART initiated a formal Invitation for Bid for Construction Contract No. CV-BB-19-001 on March 14, 2019 which included advertising the opportunity in local newspapers, trade journals, the SMART website and other related outreach outlets; and

WHEREAS, SMART entered into Contract No. CV-BB-19-001 with Ghilotti Bros, Inc on May 16, 2019;

WHEREAS, Contract Amendment No. 1 provides additional path-of-travel enhancements to 13 locations in San Rafael, Novato, Cotati, and Rohnert Park;

WHEREAS, Contractor and SMART staff negotiated a cost of \$249,175 for this Amendment;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF SMART HEREBY FINDS, DETERMINES, DECLARES, AND ORDERS AS FOLLOWS:

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The General Manager is authorized to execute Contract Amendment No 1 to Contract No. CV-BB-19-001 with Ghilotti Bros, Inc. the amount of \$249,175.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 17th day of July, 2019, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary Phillips, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Leticia Rosas-Mendoza, Clerk of Board of Directors
Sonoma-Marín Area Rail Transit District

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND GHILOTTI BROS, INC.**

This First Amendment dated as of _____, 2019 (the “First Amendment”) to the Agreement for Contractor Services by and between the Sonoma-Marín Area Rail Transit District (“SMART”) and Ghilotti Bros., Inc. (“Contractor”), dated as of May 16, 2019 (the “Original Agreement”), and now as amended by this First Amendment, the “Agreement.”

RECITALS

WHEREAS, SMART and Contractor previously entered into the Original Agreement to construct enhanced pedestrian safety improvements at several of SMART’s existing crossings; and

WHEREAS, SMART desires to award the remaining enhanced pedestrian safety improvements identified in the Invitation for Bid for Enhanced Pedestrian Safety Improvements in Solicitation No. CV-BB-19-001, as well as modify scope of work requirements for six of the original locations awarded; and

WHEREAS, SMART desires to increase the Agreement’s not-to-exceed amount by \$249,175 for a total not-to-exceed amount of \$498,455 to account for the additional awarded safety enhancements; and

WHEREAS, SMART desires to extend the term of the Agreement through October 31, 2019.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, it is mutually agreed by and between the parties that:

AGREEMENT

1. ARTICLE 2. “LIST OF EXHIBITS”

EXHIBITS. The following exhibits are attached hereto and incorporated herein:

- (a) EXHIBIT A: SCOPE OF WORK & TIMELINE
- (b) EXHIBIT B: SCHEDULE OF RATES
- (c) EXHIBIT C: REFERENCE DOCUMENTS

The **Exhibit B** to the Agreement shall be replaced with the **Exhibit B** of this First Amendment.

2. **ARTICLE 6. “PAYMENT”** Article 6, Section 6.02 of the Agreement is replaced with the following language:

Contractor shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work (Exhibit A) on a project basis in accordance with the budget established in Exhibit B, provided, however, that Contractor agrees to perform all services described in the Scope of Work for the negotiated amount of \$497,955, regardless of whether it takes Contractor more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount for this Agreement is \$497,955 which includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Contractor be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement or formal Change Order. The hourly rates included herein are for SMART’s evaluation, review and auditing purposes only. Contractor shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). Contractor shall also provide certified payroll reports at the time of the invoice submission.

3. **ARTICLE 7. TERM OF AGREEMENT.** Article 7 shall be amended as follows:

Section 7.01 The term of this Agreement shall remain in effect until October 31, 2019 unless terminated earlier in accordance with the provisions of **Article 8.**

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as set forth below.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Farhad Mansourian, General Manager

GHILOTTI BROS, INC.

Dated: _____

By _____

Its _____

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

EXHIBIT A
SCOPE OF WORK & TIMELINE

Exhibit A Scope of Work & Timeline is amended as follows:

I. Article 4. Scope-of-Work (SOW) is deleted in its entirety and replaced with the following:

Ghilotti Bros., Inc. shall provide the following services upon receiving a written Notice to Proceed by SMART's Project Manager:

1. Site Review
 - a. Contractor and SMART Engineering staff shall visit each site to lay out improvements prior to the start of work.
 - b. Contractor shall provide suitable equipment to mark out improvements at each site (ex. marking paint, tape measure, etc.).
2. Obtain encroachment permits
 - a. Encroachment permits will be required for multiple jurisdictions
 - b. Contractor shall include appropriate pedestrian and vehicle safety measures to accommodate work.
3. Chain Link Fence Barriers
 - a. Shall be 4-foot tall black vinyl-clad chain-link with black vinyl-clad posts and top bar, knuckle selvage up
 - b. Posts may be set in concrete in posthole dug in landscape or dirt areas; or may be set with flanges expansion-bolted to concrete surfaces (bolts shall be cut/ground flush with nut)
 - c. Scope of Work Reference:
 - i. Attachment A - Safety Improvement Exhibits for details of improvements at each location
 - ii. Attachment B - Plan View (Layout of Case A, B, C & D Barriers)
4. Pipe Barriers
 - a. Shall be 1-1/4 inch diameter standard galvanized steel pipe
 - b. Posts shall be set in concrete in landscape or dirt areas; or may be core drilled and mortar set through concrete surfaces
 - c. Radiused corners shall be a 6-inch radius
 - d. Scope of Work Reference: Barrier/Pipe Railing
 - i. Attachment B - Plan View (Page 49)

5. Concrete Sidewalks
 - a. Concrete for sidewalks shall be constructed per jurisdictional standards and shall meet all ADA standards (2% maximum cross slope, 5% maximum running slope)
 - b. Sidewalk additions shall be dowelled into existing sidewalks
 - c. Scope of Work Reference:
 - i. Attachment B – Plan View (City and County Standards Pages 51-58):
 1. County of Sonoma
 2. City of Santa Rosa
 3. City of Rohnert Park
 4. City of Cotati
 5. City of Petaluma
 6. Cities/County of Marin
 - d. Scope of Work Specifications:
 - i. Attachment C – Material Specifications
 1. 03 11 00 Concrete Forming
 2. 03 20 00 Concrete Reinforcing
 3. 03 35 00 Concrete Finishing
6. Asphalt Concrete (AC) Additions (Rohnert Park Expressway, Rohnert Park, North East (NE) quadrant)
 - a. Prepare and compact existing subgrade as needed to receive AC
 - b. Place and compact 6-inch thick AC
7. Truncated Domes
 - a. Shall be cast-in-place (ADA Solutions Cast-In Place Replaceable Tactile Panels or Armor-Tile Replaceable Herculite series) in Federal Yellow. Brand name or equal will be considered with SMART Engineer's approval.
8. Rolling (or Slider) Chain Link Gate (Mission Ave, San Rafael, North West (NW) quadrant)
 - a. Fabricate or Purchase and install a 9-foot wide, 4-foot tall lockable (for single padlock) roller gate at end of existing right of way fencing
 - b. Match black vinyl-clad chain-link fabric
9. Tree Removal (East Cotati Ave, Cotati, North West (NW) quadrant)
 - a. Remove and dispose of a single landscape tree, including root ball
10. Retaining Wall (Southwest Blvd, Rohnert Park, South East (SE) quadrant)
 - a. Construct reinforced concrete retaining wall approximately 2-feet tall
 - b. Prepare and compact the subgrade
 - c. Backfill and compact the retaining wall with Class 2 AB compacted to sidewalk subgrade to receive sidewalk addition

- d. Scope of Work Reference:
 - i. Attachment B – Plan View (Page 50)

11. Electrical for Pedestrian Signal Control Relocate

- a. Three existing pedestrian crosswalk signal controls require relocation:
 - i. One each at 4th & 5th Streets in San Rafael, CA
 - 1. Relocate to nearby traffic signal pole.
 - 2. Remove existing pedestrian control pole
 - ii. One at East Washington and Lakeville in Petaluma, CA
 - 1. Remove from the North Side of existing pedestrian signal pole and reinstall on south side.

12. Crosswalk Striping

- a. Remove existing crosswalk striping per exhibits
- b. New crosswalk striping per Caltrans 2018 Standard Plan A24F Ladder Style

II. Scope of Work Modifications

Scope of Work Modifications are made to the following original bid items:

- 1. Bid Item # 23 - Santa Rosa 7th St
Location: Northwest Quadrant
 - a. Add 5ft x 10ft Asphalt Concrete
 - b. Add 2 each 3-1/2 Fence Barrier
 - c. Bolting Flanges onto Asphalt Concrete
 - d. Reference “7th Street - Santa Rosa Changes” in Exhibit C - Reference Documents on Page 10 of this First Amendment.
- 2. Bid Item # 24 - Santa Rosa 8th St
Location: Northwest Quadrant
 - a. Add Remove One (1) Street Tree
 - b. Add 2ft x 2ft Concrete to Fill in Planter Hole
 - c. Add 2ft of Fence Barrier (Barrier to be 4ft instead of 2ft)
 - d. Add 2-1/2ft Extension of Existing Truncated Domes
 - e. Reference “8th Street - Santa Rosa Changes” in Exhibit C – Reference Documents on Page 11 of this First Amendment.
- 3. Bid Item # 25 - Santa Rosa 9th St

Location: Northwest Quadrant

- a. Revise Fence Layout
- b. Adds Approximately 3ft of Fence Barrier and 2 Posts at Angle Points
- c. Reference “9th Street - Santa Rosa Changes” in Exhibit C – Reference Documents on Page 12 of this First Amendment.

4. Bid Item # 26 - Santa Rosa College Ave

Location: Northwest Quadrant

- a. Change Layout for this quadrant to Case A identified in the “Attachment B – Plan View” included in the original invitation for bid documents.
- b. Remove Minor Landscaping
- c. Add 21sf Concrete
- d. Adds 10ft of Fence Barrier to Original Scope of Work at this Quadrant
- e. Reference “College Ave - Santa Rosa Changes” in Exhibit C – Reference Documents on Page 13 of this First Amendment.

5. Bid Item # 30 - Santa Rosa San Miguel Road

Location: Southwest Quadrant

- a. Back to the Original Layout Except it shall be 36sf Concrete Instead of 30sf
 - i. This Change Adds 6sf of Concrete to the Original Scope
- b. Add - Extend Truncated Domes by 3ft
- c. Reference “San Miguel Road – Santa Rosa Changes” in Exhibit C – Reference Documents on Page 14 of this First Amendment.

6. Bid Item # 18 - Rohnert Park Golf Course Drive

Location: Southeast Quadrant

- a. Add 3ft x 7ft Asphalt Concrete
- b. Add Approximately 2ft of Fence Barrier
- c. Relocate End Section of Existing Fence
- d. Reference “Golf Course Drive – Rohnert Park Changes” in Exhibit C – Reference Documents on Page 15 of this First Amendment.

Location: Northeast Quadrant

- a. Contractor to sawcut and replace two cracked sidewalk flags and raise the depressed junction box to be ADA compliant.
- b. Reference “Golf Course Drive – Rohnert Park Changes” in Exhibit C – Reference Documents on Page 15 of this First Amendment.

**EXHIBIT B
SCHEDULE OF RATES**

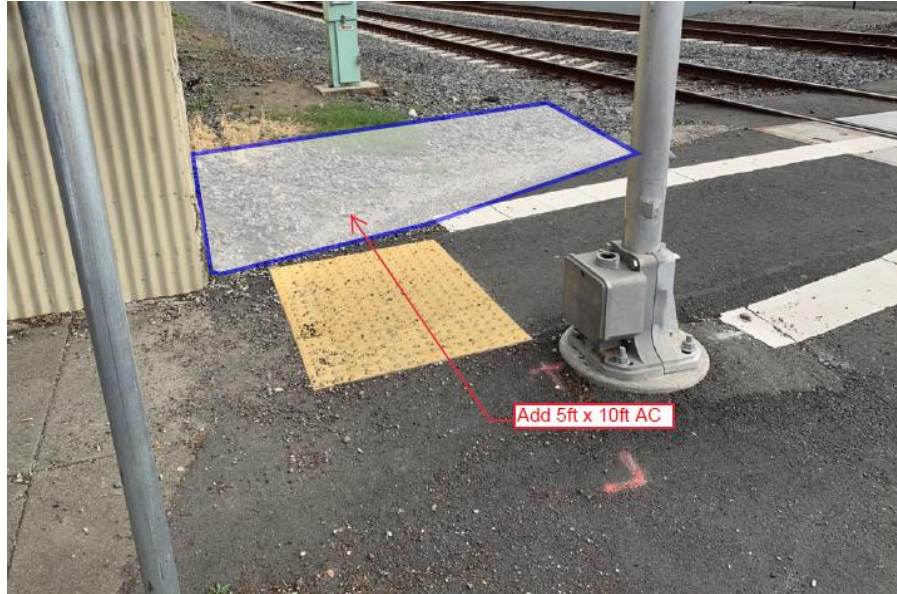
ITEM	CROSSING	CITY	PROJECT COST
1	4 TH ST.	SAN RAFAEL	\$16,865.00
2	5 TH AVE	SAN RAFAEL	\$44,100.00
3	MISSION AVE	SAN RAFAEL	\$21,140.00
4	PACHECO ST	SAN RAFAEL	\$24,440.00
5	PALOMA AVE	SAN RAFAEL	\$16,540.00
6	N. SAN PEDRO RD	SAN RAFAEL	\$19,135.00
7	CIVIC CENTER DR	SAN RAFAEL	\$11,245.00
8	ROBLAR DR	NOVATO	\$5,240.00
9	GRANT AVE	NOVATO	\$7,490.00
10	CAULFIELD LANE	PETALUMA	\$9,280.00
11	WASHINGTON ST	PETALUMA	\$77,500.00
12	W. PAYRAN ST	PETALUMA	\$13,300.00
13	SOUTH POINT BLVD	PETALUMA	\$1,800.00
14	PETALUME HILL RD / MAIN ST	COUNTY OF SONOMA	\$1,300.00
15	EAST COTATI AVE	COTATI	\$14,000.00
16	SOUTHWEST BLVD	ROHNERT PARK	\$30,940.00
17	ROHNERT PARK EXPRESSWAY	ROHNERT PARK	\$16,540.00
18	GOLF COURSE DR	ROHNERT PARK	\$27,400.00
19	HEARN AVE	SANTA ROSA	\$12,000.00
20	SEBASTOPOL RD	SANTA ROSA	\$7,000.00
21	3RD ST	SANTA ROSA	\$11,000.00

GHILOTTI BROS, INC.
FIRST AMENDMENT
CV-BB-19-001

ITEM	CROSSING	CITY	PROJECT COST
22	6TH ST	SANTA ROSA	\$5,600.00
23	7TH ST	SANTA ROSA	\$6,800.00
24	8TH ST	SANTA ROSA	\$9,600.00
25	9TH ST	SANTA ROSA	\$5,100.00
26	COLLEGE AVE	SANTA ROSA	\$16,500.00
27	GUERNEVILLE RD	SANTA ROSA	\$3,500.00
28	WEST STEELE LANE	SANTA ROSA	\$14,500.00
29	PINER RD	SANTA ROSA	\$16,100.00
30	SAN MIGUEL RD	SANTA ROSA	\$32,500.00
TOTAL PROJECT COST			\$498,455.00

EXHIBIT C
REFERENCE DOCUMENTS

7th Street - Santa Rosa Changes



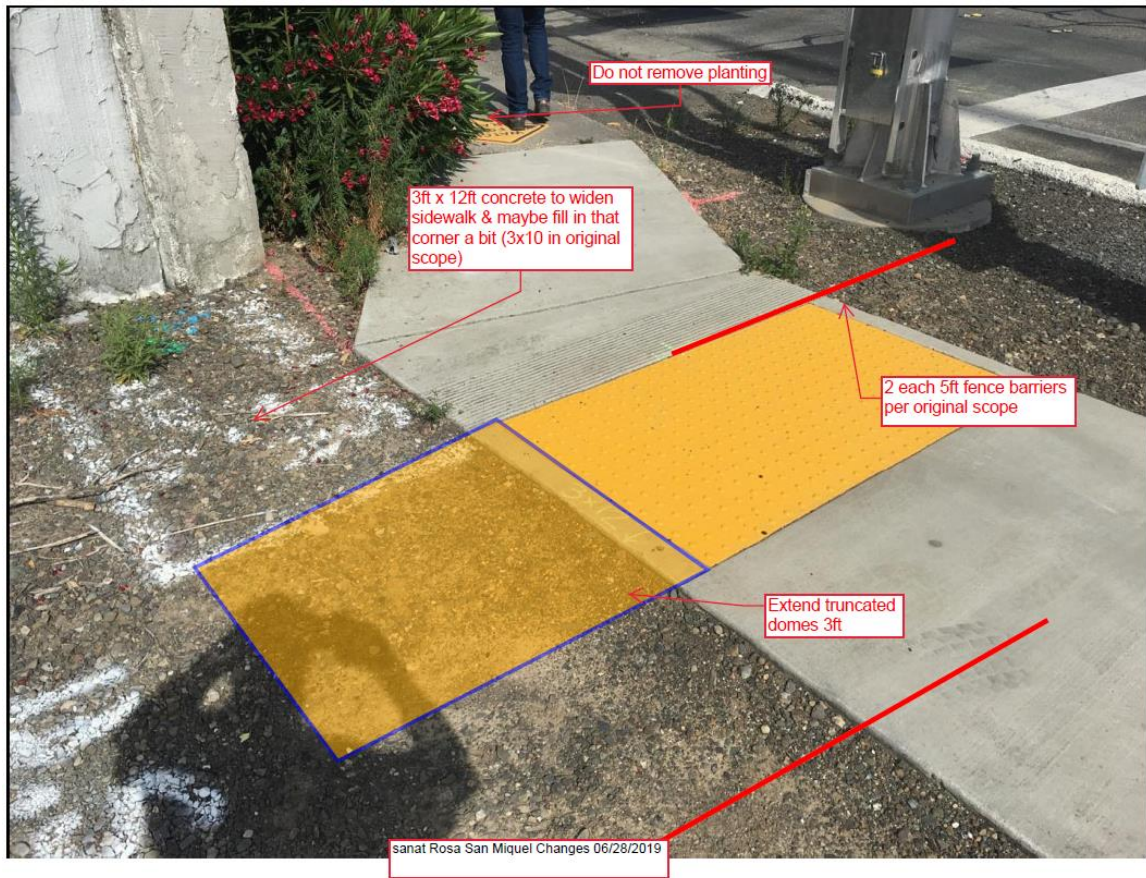
8th Street - Santa Rosa Changes



9th Street - Santa Rosa Changes



San Miguel Road – Santa Rosa Changes



Golf Course Drive – Rohnert Park Changes





July 17, 2019

Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Joe Naujokas
Sonoma County Mayors' and
Councilmembers Association

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Authorize the General Manager to Award Contract No. OP-SV-19-001 to A.J. Janitorial Service to Provide Janitorial Service at SMART's Stations and Facilities in the Amount of \$301,000.

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to Award Contract No. OP-SV-19-001 to A.J. Janitorial Service in the amount of \$301,000 to perform janitorial services at SMART's stations and facilities.

SUMMARY:

Since the start of passenger service, we have contracted with a third-party to perform intermittent cleaning and janitorial services at our ten stations, three park and ride lots, and three facilities. The services are broken up into daily, weekly, and monthly tasks to assist SMART with providing a safe and clean operation for its riders and employees. Services include daily trash and debris collection, sweeping and leaf blowing, power washing the concrete platforms and parking lots, cleaning of all fixtures, benches, signage, card vending machines, and general office janitorial services at three staff facilities.

This contract is for a base term of three years with two one-year options to extend thereafter and includes expansion options built in for servicing additional stations and park and ride lots when available.

A formal Request for Proposal (RFP) was issued on May 9, 2019 to procure a janitorial services provider for SMART's stations and facilities for a base term of three years with two additional one-year options to renew thereafter. SMART advertised this contract opportunity with local newspapers, such as the Marin IJ and Press Democrat, SMART's Contracts and Procurement Registrant List, and on SMART's Procurement Website.

SMART received a total of three responsive proposals from the following companies:

1. ABM Business & Industry
2. A.J. Janitorial Service
3. Northbay Maintenance, Inc.

SMART's evaluation committee reviewed the three proposals using the evaluation criteria listed in the Request for Proposal (RFP) and identified A.J. Janitorial Service's proposal to be the most advantageous to the District in terms of both qualifications and cost. A.J. Janitorial Service's Proposal provided the lowest cost solution of the three proposals submitted, while being able to maintain SMART's quality standards.

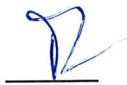
Staff recommends that your Board authorize the General Manager to Award and Execute Contract No. OP-SV-19-001 with A.J. Janitorial Service in the amount of \$301,000 to perform janitorial services at SMART's stations and facilities.

FISCAL IMPACT: Expenditure is authorized in the approved Fiscal Year 2019-20 operations budget.

REVIEWED BY: [x] Finance



[x] Counsel



Very truly yours,



Ken Hendricks

Procurement Coordinator

Attachment(s): A.J. Janitorial Service Contract No. OP-SV-19-001

SERVICE AGREEMENT

This Agreement ("Agreement"), dated as of August 1, 2019 ("Effective Date") is by and between the Sonoma-Marín Area Rail Transit District (hereinafter "SMART"), and Richard A. Sanchez (dba A.J. Janitorial Service) (hereinafter "Service Provider").

RECITALS

WHEREAS, Service Provider represents that it is duly qualified and experienced in the areas of Janitorial and Custodial Services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Service Provider to perform Janitorial and Custodial Services at SMART's stations and facilities; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

Article 1. Recitals.

Section 1.01 The above Recitals are true and correct.

Article 2. List of Exhibits.

Section 2.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Fee Schedule

Article 3. Request for Services.

Section 3.01 Initiation Conference. SMART's Superintendent of Maintenance of Way, Marc Bader ("Superintendent"), will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by

email. During the Initiation Conference, SMART's Superintendent and Service Provider will establish and agree on a specific task for the project.

Section 3.02 Amount of Work. SMART does not guarantee a minimum or maximum amount of work under this Agreement.

Article 4. Scope of Services.

Section 4.01 Scope of Work. Service Provider shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

Section 4.02 Cooperation With SMART. Service Provider shall cooperate with the SMART's Superintendent in the performance of all work hereunder.

Section 4.03 Performance Standard. Service Provider shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Service Provider's profession. If SMART determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7; or (d) pursue any and all other remedies at law or in equity.

Section 4.04 Assigned Personnel.

- (a) Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Service Provider are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any Key Personnel without the prior notification to SMART.
- (c) In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness

or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

- (d) Service Provider shall assign the following key personnel for the term of this Agreement:

Jaime Lozano Zavala

Carmen Zavala

Francisco Camacho

Sandra Camacho

Article 5. Payment.

For all services required hereunder, Service Provider shall be paid in accordance with the following terms:

Section 5.01 Service Provider shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by SMART's Representative, and the hours worked. SMART shall pay Service Provider within 30 days after submission of the invoices.

Section 5.02 Service Provider shall be paid on a fee basis in accordance with **Exhibit B**; provided, however, that total payments to Service Provider shall not exceed \$301,000, without the prior written approval of SMART. Service Provider shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s).

Section 5.03 Service Provider must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Service Provider after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Service Provider to abide by these

requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Service Provider unpaid.

Article 6. Term of Agreement.

Section 6.01 The term of this Agreement shall remain in effect for three years with two (2) one-year options to renew thereafter at SMART's discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

Article 7. Termination.

Section 7.01 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, both parties shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Service Provider, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 7.04 Payment Upon Termination. Upon termination of this Agreement by SMART, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on an hourly or daily basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 7.02**,

SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Service Provider.

Section 7.05 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, SMART's HR Manager or General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

Article 8. Indemnification

Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, to the extent caused by the Service Provider's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Service Provider's performance or obligations under this Agreement. Service Provider's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Article 9. Insurance.

With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below.

Section 9.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 9.02 Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than

\$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

Section 9.03 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.04 Endorsements. Prior to commencing work, Service Provider shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Licensee is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be affected by the Insureds.
- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Licensee. Said policy shall protect Service Provider and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Service Provider hereby grants to SMART a waiver of any right to subrogation which any insurer of said Service Provider may acquire against SMART by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.

- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

SMART reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Section 9.05 Deductibles and Retentions. Service Provider shall be responsible for payment of any deductible or retention on Service Provider's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.06 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Service Provider shall:

- (a) Ensure that the retroactive date is shown on the policy, and such date must be before the date of this Agreement or beginning of any work under this Agreement;
- (b) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (c) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Service Provider shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 9.07 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

Service Provider agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.

- (c) Upon SMART's written request, Service Provider shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART's request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Section 9.08 Policy Obligations. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.09 Material Breach. If Service Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. These remedies shall be in addition to any other remedies available to SMART.

Article 10. Liquidated Damages.

Liquidated damages of \$250 per calendar day may be assessed for contractor's failure to perform duties as described in the scope of work.

Article 11. Prosecution of Work.

When work is requested of Service Provider by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

Article 12. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by SMART Counsel. The Board

of Directors, General Manager or SMART's Superintendent of Maintenance of Way must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

Article 13. Representations of Service Provider.

Section 13.01 Standard of Care. SMART has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by SMART shall not operate as a waiver or release.

Section 13.02 Status of Service Provider. The parties intend that Service Provider, in performing the services specified herein, shall act as an independent Service Provider and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 13.03 Taxes. Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Service Provider agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 13.04 Records Maintenance. Service Provider shall keep and maintain full and complete documentation and accounting records concerning all

services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder. Service Provider and Subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 13.05 Conflict of Interest. Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Service Provider shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Service Provider's or such other person's financial interests.

Section 13.06 Nondiscrimination. Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference

Section 13.07 Assignment Of Rights. Service Provider assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 13.08 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents

A.J. Janitorial Service Agreement

Contract No. OP-SV-19-001

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("documents"), in whatever form or format, assembled or prepared by Service Provider or Service Provider's Subcontractors, Service Providers, and other agents in connection with this Agreement shall be the property of SMART as allowed by law. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement subject to current law. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Service Provider may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

Article 14. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART's right to terminate this Agreement pursuant to **Article 7**.

Article 15. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such

transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Article 16. Method and Place of Giving Notice, Submitting INVOICES and Making Payments.

All notices, invoices, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail or email. Notices, invoices, and payments shall be addressed as follows:

If to SMART: Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org

If to Service Provider: A.J. Janitorial Service
Attn: Richard A. Sanchez
4 Sandstone Ct
Santa Rosa, CA 95409-2738

Office: 707-524-4343
Cell: 707-494-4422
Email: ajjanitorialservice@yahoo.com

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, invoice or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, invoices and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

Article 17. Miscellaneous Provisions.

Section 17.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a

waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 17.02 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 17.03 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 17.04 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 17.05 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

Section 17.06 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 17.07 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement

shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 17.08 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

Section 16.09 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SERVICE PROVIDER: RICHARD A. SANCHEZ (DBA A.J. JANITORIAL SERVICE)

By: _____

Its : _____

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Farhad Mansourian, General Manager

Date: _____

**CERTIFICATES OF INSURANCE ON FILE WITH AND
APPROVED AS TO SUBSTANCE FOR SMART:**

By: _____
Ken Hendricks, Procurement Coordinator

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A
SCOPE OF WORK AND TIMELINE

I. General Objective

SMART is contracting with A.J. Janitorial Service to provide all labor, supervision, equipment, materials, supplies, tools, and transportation necessary to perform custodial services at SMART's facilities. The existing facilities include ten (10) commuter rail stations, three (3) parking lots, and three (3) business offices. All facilities are located in Marin County and Sonoma County.

Over the term of this contract, SMART may add additional commuter rail stations and park & ride lots. SMART intends to open two (2) Commuter Rail Stations and one (1) park & ride lot by the end of 2019.

Locations of SMART Commuter Rail Stations

Larkspur – <i>Expected in Late 2019</i> 600 Larkspur Landing Circle Larkspur, CA 94939	Petaluma Downtown 220 Lakeville St. Petaluma, CA 94952
San Rafael 680 3rd Street San Rafael, CA 94901	Cotati 980 East Cotati Avenue Cotati, CA 94931
Marin Civic Center 3801 Civic Center Drive San Rafael, CA 94903	Rohnert Park 900 Enterprise Drive Rohnert Park, CA 94928
Novato Hamilton 10 Main Gate Road Novato, CA 94949	Santa Rosa Downtown 7 4th Street Santa Rosa, CA 95401
Novato Downtown – <i>Expected in Late 2019</i> 695 Grant Avenue Novato, CA 94945	Santa Rosa North 1500 Guerneville Road Santa Rosa, CA 95401
Novato San Marin 7700 Redwood Boulevard Novato, CA 94945	Sonoma County Airport 1130 Airport Blvd. Santa Rosa, CA 95403

Locations of SMART Park-and-Ride Lots

Novato Hamilton 10 Main Gate Road Novato, CA 94949 (Approx 78,400 sq. feet)	Novato San Marin 7700 Redwood Blvd Novato, CA 94945 (Approx 20,200 sq. feet)	Rohnert Park 900 Enterprise Drive Rohnert Park, CA 94928 (Approx 64,268 sq. feet)
Larkspur – <i>Expected in Late 2019</i> 600 Larkspur Landing Circle Larkspur, CA 94939 (Approx 29,300 sq feet)		

Locations of SMART Business Offices

Rail Operations Center 3748 Regional Parkway Santa Rosa, CA 95403	Signals and Way 1200 River Road Fulton, CA 95439	Roblar Structures 105 Roblar Drive Novato, CA 94949-6134
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II. Project Manager

All work shall be initiated in writing, coordinated, and approved by SMART's Superintendent of Maintenance of Way, Marc Bader ("Superintendent") or his designee.

III. Scope of Work

The following services shall be provided at SMART's Commuter Rail Stations and Park-and-Ride Lots:

1.) Daily Services (7 Days Per Week)

- a. Trash and Recycling Pick-up. All trash bins shall be emptied daily prior to the start of morning train service and hauled to SMART designated locations:
 - i. Trash and Recycling from Novato San Marin, Novato Hamilton, Downtown Novato, Marin Civic Center, San Rafael and Larkspur stations shall be taken to SMART's Roblar Facility at 105 Roblar Drive, Novato, CA 94945.

- ii. Trash and Recycling from Petaluma Downtown, Cotati, Rohnert Park, Santa Rosa Downtown, Santa Rosa North, and Sonoma County Airport stations shall be taken to SMART's Rail Operation Center at 3748 Regional Parkway, Santa Rosa, CA 95403.
- b. Wipe down and clean up any spills on the platforms (includes: concrete, benches, and all other fixtures).
- c. Pick up any trash or debris on the platforms.
- d. Contractor is responsible for providing and replacing garbage bags for stations and park and ride lots during service.

2.) Weekly Services

- a. General Cleaning at the Commuter Rail Stations
 - 1.) Wiping signage pylons, benches, railings, and card vending machines.
 - 2.) Sweeping and leaf blowing services at each station.
 - 3.) Ensuring all pathways are clear of any obstructions.

3.) Monthly Services

- a. Steam cleaning of station platforms - no chemicals shall be used during this service.
- b. Clean the glass at all of the shelters.
- c. Trash pickup and sweeping and leaf blowing at the following park and ride lots:
 - i. Novato Hamilton (78,400 sq. feet).
 - ii. Novato San Marin (20,200 sq. feet).
 - iii. Rohnert Park (64,268 sq. feet).
 - iv. Larkspur (sq. feet) – *Expected Late 2019*

SMART's Office Facilities:

SMART's Office Facilities shall be cleaned in accordance with the following frequency:

Rail Operations Center – 3 times per week
Fulton Maintenance of Way – 2 times per week
Roblar Maintenance of Way – 2 times per week

The exact days and times shall be agreed upon by the contractor and the Superintendent during the initiation conference.

Office Cleaning Duties at Each Visit:

1. Hard surface floors shall be swept and cleaned with a wet mop.
2. Dust counter tops, furniture, shelves, all fixtures.
3. Spot clean coffee rings and other obvious marks with a treated cloth.
4. Empty all waste paper receptacles and replace all liners.
5. Any office furniture moved during cleaning shall be returned to its appropriate position.
6. Check all vents and removed cobwebs.
7. Spot and wipe down finger prints and smudges on doors, clean doorknobs, and light switches.
8. Remove spot marks on the walls.
9. All telephones shall be disinfected.
10. Wipe down tables and chairs with treated cloth
11. Dust copy machines, including around and behind them.

Bathroom Cleaning Duties at Each Visit:

1. Sink and toilets shall be cleaned and disinfected.
2. Metal fixtures polished.
3. Toilet paper, hand towels restocked and hand soaps filled.
4. Disinfect the bathroom counters.
5. Clean walls of bathrooms and walls under and around urinals and toilets.
6. Wipe all wall partitions and bathroom partitions.
7. Dust light fixtures and clean top of light fixtures.
8. Clean and dust window ledges and baseboards.
9. Clean any spot marks on walls and doors.
10. Check vents and remove any cobweb.
11. Clean bathroom mirror with disinfectant.
12. Spot and wipe down finger prints, smudges on doors, doorknobs, and light switches.
13. Empty and wipe down all garbage containers and replace all liners.
14. Sweep floors and wet mop with disinfectant solution.

Breakroom Cleaning at Each Visit:

1. Hard surface floors swept and wet mopped.
2. Empty and wipe down all garbage containers, replace liners.
3. Spot and clean coffee rings and other obvious marks with a treated cloth.
4. Tables, chairs, counters and sink shall be wiped down with treated cloth.
5. All mirrors cleaned, sink and metal fixtures polished.
6. Restock hand towels and paper cups, fill hand soap dispensers.
7. Dust and wipe counters with disinfectant.
8. Clean cabinet fronts.
9. Clean behind and outside of microwave.
10. Clean vents and remove all cobwebs
11. Clean any spot marks on walls and doors.
11. Clean wall behind garbage container as needed.
12. Clean and wipe down finger prints, smudges on doors and clean doorknobs and light switches.

Additional Office Facility Services at the Office, Bathroom, and Breakroom:

SMART may request the following additional services to be performed at its office facilities on an as needed basis. These requests will be made in writing and a timeline for service shall be mutually agreed upon.

1. Buffing of floors
2. Dusting and cleaning of blinds with a damp cloth
3. Strip and Wax floors
4. Window cleaning inside and out

Service Standards

The quality of work to be provided under this Contract must meet the highest standards for janitorial work in a commercial environment.

The Contractor shall provide sufficient qualified personnel to perform all custodial services required in the scope of work. The Contractor shall provide adequate supervision to ensure that the work performed is completed properly and to SMART's standards. All contractor personnel shall be specifically trained and required to use all equipment, chemicals, and products per Original Equipment Manufacturer specifications. All contractor personnel shall be uniformed and dressed in a professional manner appropriate for the job and shall wear the company Identification Badge at all times. Contractor's personnel shall not be permitted on or near SMART's railroad track without the express written permission by SMART's Superintendent. All employees shall be professional, courteous, and friendly when interacting with any of the public and agency staff.

Should any employee of the Contractor appear to the District to be performing the work in an incompetent manner, a written notification shall be documented and presented to the Contractor's authorized representative requesting correction. In the event that performance of the work is not corrected, the District may require the Contractor to remove this employee from the work under this Contract.

Service Schedule

The Superintendent or his designee will work with the Contractor to come up with the agreed upon service schedule for daily, weekly and monthly cleaning services.

Station and Park & Ride

Station and Park & Ride services shall take place during off-peak hours. Peak hours Monday - Friday are defined as:

- 6:30 am through 9:30 am.
- 3:30 pm through 6:30 pm.

Cleaning shall take place between 7:00pm and 9:00am for all weekend work. Weekends are defined as Saturday, Sunday, and SMART recognized Holidays.

Facilities

Cleaning at all facilities shall take place between 7:00pm and 5:00am.

As Needed Additional Services

Throughout the year, SMART may request additional services above the standard cleaning frequencies due to planned events. Contractor shall work with SMART's Superintendent to either adjust the scheduled frequency to accommodate the event or SMART will authorize in writing an additional service invoice. Additional service requests during these events may only affect a few facilities, stations, and/or parking lots. SMART will identify in writing the details of the service required at the time of the request.

Emergency Service Requests

The Contractor may be requested to provide emergency cleaning services. The Contractor agrees to prioritize this request and work with SMART to quickly resolve the issue within two hours. SMART shall identify the cleaning service required in writing.

The Contractor shall provide SMART with a written estimate of any and all costs associated with the emergency request. SMART has the right to refuse this quote and seek another Contractor for this emergency service.

Site Conditions

- The Contractor should report any suspicious behavior, dangerous conditions, graffiti, vandalism, etc. to SMART's Project Manager or designee immediately.
- The contractor may encounter the homeless population during the course of performing the work. Politely ask these individuals to leave the premises and then continue with required tasks.
- If any event should escalate and SMART staff are not available, the Contractor is encouraged to contact local police authorities.

Equipment and Water Requirements

The Contractor shall furnish all equipment and supplies, including trash can liners, required to provide the cleaning and glass cleaning services. Industrial or commercial grade equipment is required and must be capable of meeting the housekeeping needs of each station area.

SMART's Commuter Rail Stations and Park-and-Ride Lots do not have water available. It is the Contractor's responsibility to provide all materials (including water), equipment for power washing, cleaning and window washing services at the SMART stations.

Material Safety Data Sheet (MSDS)

- a. The Contractor shall maintain and provide SMART's Project Manager a MSDS of all chemicals used for cleaning (no chemicals for power washing). The Contractor is responsible for compliance with all state and federal hazardous communications standards. Any chemical spills or leakage, regardless of size, shall be properly and immediately cleaned up by the Contractor's employees and any damage to SMART facilities corrected at the Contractor's expense.
- b. All chemical applications and use will be made per manufacturer's specifications on product labels. Any drift and/or chemical claims will be the responsibility of the Contractor. All chemical used and areas to be treated on SMART property must be managed by Contractor who will determine the proper mixture that will be best suited for application.
- c. Medical Waste: SMART will provide Contractor with one or more "sharps" containers to be used by Contractor if such medical waste is found on SMART's property. The medical waste containers shall be delivered to the Rail Operations Center by Contractor when container is full at the above address.

Acceptance Criteria

The Superintendent of Maintenance of Way shall monitor the Contractor's performance.

If the contract services are performed satisfactorily, the Superintendent will certify acceptance on each invoice submitted for payment.

**EXHIBIT B
FEE SCHEDULE**

CORE SERVICE PRICING

ITEM NO	DESCRIPTION	MONTHLY COST
1	Commuter Rail Station Cleaning Services	\$560 Per Station
2	Park & Ride Cleaning Services	\$100 Per Park & Ride
3	Rail Operation Center Cleaning Services	\$650
4	Fulton Maintenance of Way Cleaning Services	\$380
5	Roblar Maintenance of Way Cleaning Services	\$350

The Downtown Novato Station, Larkspur Station, and Larkspur Park & Ride Lot expected to open in late 2019 will be priced using the above core service pricing rates.

EXPANSION PRICING

Over the term of this contract, SMART may add additional commuter rail stations and park & ride lots. The below pricing is to provide the cleaning services described in the Scope of Work for each additional commuter rail station and park & ride lot. SMART stations are generally similar in style and size.

ITEM NO	DESCRIPTION	FREQUENCY	MONTHLY PRICE (\$)	YEARLY TOTAL (\$)
6	Additional Rail Station Cleaning Services	MONTH	\$1,120	\$13,440
7	Additional Park & Ride Cleaning Services	MONTH	\$100	\$1,200

In the event that the start date of the cleaning services for a new station or park & ride lot

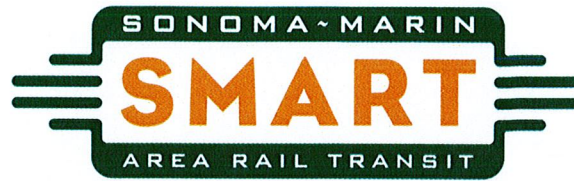
occur mid billing cycle, the new services shall be charged on a prorated basis.

ADDITIONAL FACILITY SERVICE PRICING

Over the term of this contract, SMART may request additional services to be performed at the three office facilities.

ITEM NO	DESCRIPTION	FACILITY	COST PER SERVICE
8	Buffing of Floors	Rail Operation Center Roblar Structures	\$97.50 \$65.00
9	Dusting and Cleaning of Blinds	Rail Operation Center Roblar Structures Signals and Way	\$75.00 \$30.00 \$30.00
10	Strip and Wax Floors	Rail Operation Center Roblar Structures	\$597.50 \$275.00
11	Window Cleaning Inside and Out	Rail Operation Center Roblar Structures	\$125.00 \$95.00

All rates listed in the Exhibit B Fee Schedule shall remain fixed for the base contract term of three years. For subsequent years, if requested in writing by the Contractor prior to the commencement of the option term, the rates may be adjusted in accordance with the percentage change of the Consumer Price Index (CPI-U) for the San Francisco area, subject to a maximum annual increase of 3.5%.



July 17, 2019

Gary Phillips, Chair
Transportation Authority of Marin

Barbara Pahre, Vice Chair
Golden Gate Bridge,
Highway/Transportation District

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Joe Naujokas
Sonoma County Mayors' and
Councilmembers Association

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

5401 Old Redwood Highway
Suite 200
Petaluma, CA 94954
Phone: 707-794-3330
Fax: 707-794-3037
www.sonomamarintrain.org

Sonoma-Marin Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Expenditure Plan Principles

Dear Board Members:

RECOMMENDATION: Discussion Only.

SUMMARY:

In preparation for the reauthorization of the sales tax, your Board will need to approve an expenditure plan that outlines the appropriate uses for the Sales Tax Measure in the future. Prior to bringing a draft expenditure plan for approval, today we are recommending some general principles for your consideration in order to get feedback.

Your Board last considered an expenditure plan in 2008 prior to the Board action placing Measure Q on the ballot. The last plan was focused on the details of the proposed capital project, construction costs and the financial projections related to the delivery of the project.

This year, you will be considering a new expenditure plan with a better understanding of our priorities as an operating rail agency and the challenges and costs of future capital investments. This expenditure plan will provide context for the upcoming 2019 Strategic Plan scheduled to be reviewed by the Citizens Oversight Committee and your Board later on this Summer/Fall time frame.

We are recommending that there are four organizing principles for our expenditure plan as follows:

1. Provide for ongoing Operation and Maintenance of the Current System.

Taxpayers have invested over \$500 million in the study, design, building and now operation of the current system. Our number one priority is to ensure that we properly invest in keeping the system in good repair so that it provides a safe, reliable transit choice for decades to come.

Within this category, we would outline the need for: (examples and partial)

- Funding for annual maintenance and repair
- Planning for future upgrades to systems and equipment
- Establishment of replacement funds for known cycles of capital investment
- Improve and upgrade operations and maintenance by utilizing the latest available technology

2. Provide for ongoing additional Safety and Security Enhancements.

- The SMART system was built with the latest available engineering and technology. While we currently meet and exceed all applicable State and Federal regulations, we must continuously strive to provide for additional enhancements utilizing lessons learned by us and by other railroads throughout the nation
- Investments in security, safety, infrastructure and Information technology

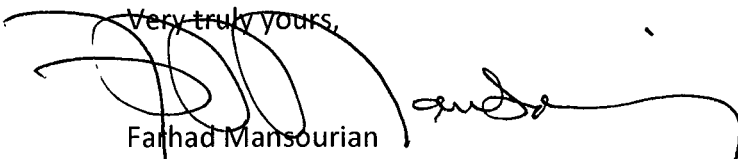
3. Provide for Capital Investment

Our goal since the passage of Measure Q in 2008 is to deliver train service to the entire 70 miles from Larkspur to Cloverdale. In the past 10 years we and our partners have been successful at using the reduced sales tax capacity that resulted from the Great Recession to deliver 45 miles of rail service and 18 miles of pathway. We must continue leveraging our funds to provide the following for the design and construction of the capital projects:

- Completion of the Windsor Extension project
- Completion of the Healdsburg project
- Completion of the Cloverdale project
- Completion of pathway projects connecting our stations
- Completion of the second station in Petaluma
- Purchase of additional train sets
- Double tracking where feasible

4. The Board of Directors may review and propose amendments to these principles and the Expenditure Plan, to provide for the use of additional Federal, State, Regional or local funds, to account for unexpected revenues and to accommodate any unforeseen circumstances.

Very truly yours,


Farhad Mansourian
General Manager