



**BOARD OF DIRECTORS
MEETING AGENDA
September 7, 2022 – 1:30 PM**

In accordance with AB 361, Sonoma-Marín Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

[ZOOM TELECONFERENCE INSTRUCTIONS](#)

PUBLIC COMMENT PRIOR TO MEETING:

If you wish to make a comment you are strongly encouraged to please submit your comment by 5:00 p.m. on Tuesday, September 6, 2022 at <https://www.surveymonkey.com/r/SMARTBoardComments>

PUBLIC COMMENT DURING THE MEETING:

The SMART Board Chair will open the floor for public comment during the Public Comment period on the agenda. Please check and test your computer settings so that your audio speaker and microphones are functioning. Speakers are asked to limit their comments to two (2) minutes. The amount of time allocated for comments during the meeting may vary at the Chairperson's discretion depending on the number of speakers and length of the agenda.

1. Call to Order
2. Approval of the August 17, 2022, Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency

Regular Calendar

7. SMART Pathway Maps (*Information/Discussion*) – *Presented by Emily Betts*
8. SMART proposes to add 2 weekday roundtrip beginning October 3, 2022, bringing the weekday schedule to 38 trips – *Presented by Emily Betts*
9. Approve a Resolution Authorizing the General Manager to award Contract No. CV-PS-22-002 with American Rail Engineers Corporation for Railroad Bridge Inspection & Engineering Services for a total not-to-exceed contract amount of \$1,600,000 and a term through September 21, 2025, with two one-year options to extend the contract - *Presented by Bill Gamlen*
10. Closed Session
 - a. Conference with Labor Negotiator General Manager Cumins pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Represented Employees: IAMAW Local Lodge No. 1414 and Teamsters Local 665
 - b. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Filemon Hernandez, et al. V. Sonoma-Marin Area Rail Transit District (SMART) – United States District Court for the Northern District of California – CIV No. 4:21-CV-01782
11. Report Out Closed Session
12. Next Regular Meeting of the Board of Directors, September 21, 2022 – 1:30 PM
13. Adjournment

DISABLED ACCOMODATIONS:

Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests should be emailed to *Leticia Rosas-Mendoza, Clerk of the Board* at lrosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
August 17, 2022 - 1:30 PM**

In accordance with AB 361, Sonoma-Marin Area Rail Transit District Resolution No. 2021-24, Governor Newsom's March 4, 2020, State of Emergency due to the COVID-19 pandemic, and Marin and Sonoma Counties Health Officials recommendations to continue measures that promote social distancing, the SMART Board of Directors Meeting will continue to be held virtually through Zoom.

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

1. Call to Order

Chair Rabbitt called the meeting to order at 1:31pm. Directors, Connolly, Coursey, Garbarino, Hillmer, Lucan, Pahre and Rogers were present; Directors Colin and Fudge absent; Directors Arnold and Bagby joined later.

2. Approval of the July 20, 2022, Board Meeting Minutes

Director Bagby joined at 1:33pm

MOTION: Director Lucan moved approval of July 20, 2022; Board Meeting Minutes as presented. Vice Chair Pahre second. The motion carried 9-0 (Directors Colin and Fudge absent; Director Arnold joined later)

3. Board Members Announcements

Director Arnold joined at 1:36pm

4. General Manager's Report

General Manager Cumins provided a brief update on the following:

- Ridership
- New Freight Customer
- Bay Area Council Employer Survey
- Clipper Bay Pass
- Santa Rosa Scooter Program
- Public Outreach

Ridership Update

- Average weekday ridership (AWR) continues to grow. July AWR was up 5% over June; August AWR has been relatively flat, but General Manager Cumins expects a bump as schools reopen in the region.
- Regarding total monthly ridership, in July SMART carried 43,752 riders, and July's ridership was up 78% over last July (2021).

New Freight Customer

- SMART has a new freight customer – Viper Railcar Storage Inc.
- The new agreement is for up to 50 non-hazmat railcars.
- Revenue potential is up to \$100,000 per year.
- Additional revenue may be generated through switching fees.
- Currently, 8 hopper cars are in route to the Schellville storage sidings.
- SMART is working with other storage brokers to increase business – SMART has storage capacity for about 200 railcars.

Bay Area Council Employer Survey

General Manager Cumins reported to the Board of Directors the latest results from the Bay Area Council's Return to Transit Tracking Poll done in July. General Manager Cumins reviewed the following questions and responses with the Board.

- *What is your best guess at when you will start bringing non-essential employees back to the workplace?*
 - 78% of the respondents stated they have already begun bringing back non-essential workers.
- *From today, when do you think your new long-term "normal" will be fully implemented in your organization (i.e., all employees who you would like to return to the workplace have returned with consistency)?*
 - 57% reported that they are already operating at the new normal
 - 76% of employers expect the new normal within 3-4 months
- *Right now, what is your best estimate at the frequency your Bay Area workforce comes to the workplace each week?*
 - 21% are currently reporting that employees are coming to the workplace 0 days per week
 - 54% of employees are coming to the workplace at least three days per week
- *In six months, what is your best estimate at the frequency your Bay Area workforce comes to the workplace each week?*
 - 16% anticipate employees will not come to the workplace at all
 - 62% anticipate employees will come to the workplace at least 3 days per week
- *In 6 months, what are your best estimates at the days of the week that your Bay Area workforce comes to the workplace each week?*
 - 16% anticipate that employees will not return to the workplace
 - 62% anticipate that employees will return to work at least 3-days per week
- *In 6 months, what are your best estimates at the days of the week that your Bay Area workforce comes to the workplace each week?*
 - Tuesday through Thursday remain the most popular days to return to the workplace
 - Mondays and Fridays remain the least popular days to go to the workplace, with Fridays the least popular
- General Manager Cumins reflected on what we can take away from Return to Work and SMART ridership data:

- We are entering the “new normal”
- 16% of employees may not return to the workplace
- 62% of employees will go to work at least 3 days per week
- Commuter ridership on Mondays and Fridays will likely continue to lag Tuesday, Wednesday, and Thursday
- Future success will depend on SMART’s ability to adapt to the “New Normal”

Clipper Bay Pass

- MTC has launched the Clipper BayPass pilot program, offering free transit throughout the Bay Area.
 - The Clipper BayPass is available at follow select institutions:
 - San Francisco State University
 - San Jose State University
 - **Santa Rosa Junior College**
 - University of California, Berkeley
 - SRJC students can sign up during the next 6 month (semester), and the Clipper BayPass will be good through 2024

Santa Rosa Scooter Program

- The City of Santa Rosa launched its Scooter Share program with Bird on July 1, 2022
 - In July, there were 2,600 scooter rides and 10% of those rides started or ended at a SMART station
 - If the program is successful, it may become a viable model for expansion to other SMART stations as a first-last mile solution

Public Outreach

- SMART sponsored a day at the Sonoma County Fair on Saturday, August 13, 2022.
 - SMART staff hosted an information booth from 11:30 AM – 8:30 PM
 - SMART’s information booth had 858 visitors who learned more about SMART fares, schedule, and benefits of letting the train take them on their trips.
 - Eddy gave a special thanks to the SMART staff how worked at the booth
 - Heather McKillop
 - Troy Arends
 - Glenroy George
 - Nicole Master
 - Veda Florez
 - Matt Stevens

5. Public Comment on Non-Agenda Items

Eris Weaver thanked General Manager Cumins for the Scooter program update and said she has taken the scooter when they became available. She asked if there are statistics available on how many people may have taken the scooter from the train stations to the Santa Rosa Bus Depot. She stated that she had a wonderful time experiencing trains and bicycles while on vacation in Europe. She shared wayfinding system to SMART staff that could potentially be implemented.

Steve Birdlebough said he is pleased to read an article of the things that one person can do by train. He suggested that the article be available on SMART's website for the public to read and use as a guide.

Duane Bellinger stated that SRJC students are eligible for the Clipper Bay Pass Program. He looks forward to attending the public hearing meeting regarding the design of the new Petaluma station.

Richard Brand stated that Lagunitas is shipping overseas. He suggested that Freight Manager Kerruish reaches out to Lagunitas for shipping their products via rail to Oakland. He hopes that funding becomes available to finish the Windsor Extension project and continue to Healdsburg.

6. Consent

- a. Approval of Monthly Financial Reports – June 2022
- b. Accept Monthly Ridership Reports – July 2022
- c. Authorize the General Manager to Execute Contract Amendment No. 1 with Modern Railway Systems to continue providing Track Driver Extra (TDX) Dispatch System Technical Support Services, Rail Network Technical Support Services and Rail Network Management System Implementation in an amount of \$91,250 for a new total not-to-exceed amount of \$248,250
- d. Authorize the General Manager to Execute Contract Amendment No. 1 with DeAngelo Contracting Services, LLC for vegetation control services along SMART's Right-of-Way in an amount by \$68,000 for a total not-to-exceed amount of \$103,000

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

MOTION: Director Hillmer moved approval of the Consent Agenda Items as presented. Director Rogers second. The motion carried 10-0. (Directors Colin and Fudge absent).

7. Approve the 2022 Amended and Restated Clipper Memorandum of Understanding (MOU) assuming adoption of the MOU by the Clipper Executive Board on August 15, 2022 – *Presented by Heather McKillop*

Chief Financial Officer, Heather McKillop stated that the MOU was approved by the Clipper Executive Board on Monday, August 15, 2022. She provided a PowerPoint presentation, which is posted on SMART's website. Highlights include:

- Clipper Agencies that provide Transit
- Clipper is delivered by Transit Operators
- Clipper is delivered by Metropolitan Transportation Commission (MTC)
- Purpose of New MOU
 - Responsibilities in support of the Clipper Program
 - Role and responsibilities of the Clipper Executive Board and Clipper Executive Director
 - Terms for adding new operators or affiliated participants
 - Approach to allocating Clipper costs
 - Clipper program goals and performance measures
- MOU Key Points
 - Documents Next Generation Clipper System
 - Documents new cost-sharing arrangements
 - Adds language regarding program goals and performance measures

- Notes opportunity for mobile application and open payment capability
- MOU Language Revisions
 - Article I (F): Was changed from MTC to Clipper Executive Board
 - Appendix C;
 - Transit mobile payments are made ~~only~~ **primarily** through the Clipper system once the account-based features are made available through the Clipper mobile app
 - Acceptance of open payment is available ~~only~~ **primarily** through the Clipper System
 - ~~Enact recommendations of the Bay Area Transit Fare Coordination/ Integration Study and implement actions of the Bay Area Transit Fare Policy Vision Statement through the Clipper System~~
- August 15th Clipper Executive Meeting passed unanimously

Comments:

Chair Rabbitt stated that SB 917 (Seamless Transit Transformation Act) was held at the Assembly Appropriations in Sacramento last week. The initiatives which set deadlines for fare integration, integrated wayfinding, a connected network plan, and real-time data—are all still moving forward.

MOTION: Director Garbarino moved to Approve the 2022 Amended and Restated Clipper Memorandum of Understanding (MOU) assuming adoption of the MOU by the Clipper Executive Board as presented. Director Rogers second. The motion carried 10-0. (Directors Colin and Fudge absent).

8. Approve a Resolution Extending Reduced Fares and the Suspension of Parking Fees at SMART owned and Operated Park-n-Rides— *Presented by Heather McKillop*

Chief Financial Officer, Heather McKillop provided a PowerPoint presentation, which is posted on SMART’s website. Highlights include:

Fares and Parking

- In March 2022, reduced fares extended through August
- In March 2022, parking fees at SMART owned and operated lots suspended through August 2022
- In June, the Fiscal Year 2023 budget included assumption of lower fares and suspended parking fees through June 30, 2023
- This action formally adopts the continuation of lower fares and suspension of parking through June 30, 2023

Comments

Steve Birdlebough asked for an update on overnight parking at SMART stations. General Manager Cumins stated that staff continues to research and will provide information to the Board in the future.

MOTION: Director Arnold moved to Approve a Resolution Extending Reduced Fares and the Suspension of Parking Fees at SMART owned and Operated Park-n-Rides as presented. Director Connolly second. The motion carried 10-0. (Directors Colin and Fudge absent).

9. Approve a Resolution Amending the Fiscal Year 2023 Annual Budget, Resolution No. 2022-22, for increased appropriation of \$270,334 and position authority (4 positions) – *Presented by Heather McKillop*

Chief Financial Officer, Heather McKillop provided a PowerPoint presentation, which is posted on SMART's website. Highlights include:

Controller/Supervisor

- 10 authorized positions in FY 23 budget
- Responsible for:
 - Dispatch
 - Train Control
 - Radio Communications
 - Field Supervision
 - Field Customer Service
 - Field Safety and Accident Investigation
- Reviewed overtime and the ability to lower cost if hired two new positions

Engineer/Conductor

- Currently 24 Engineers and 5 Conductors - Total of 29
 - 20 utilized to provide weekday schedule
 - 6 utilized to provide weekend schedule
 - 3 to cover all other (sick, vacations, COVID, bereavement)
- Not sufficient to cover service without disruptions
- Recommending hiring 2 additional positions, for a total of 31
- Cost is estimated at \$270,334

MOTION: Vice Chair Pahre moved to Approve a Resolution Amending the Fiscal Year 2023 Annual Budget, Resolution No. 2022-22, for increased appropriation of \$270,334 and position authority (4 positions) as presented. Director Hillmer second. The motion carried 10-0. (Directors Colin and Fudge absent).

10. Approve the Proposed Responses to the Sonoma County Civil Grand Jury report, dated June 19, 2022, entitled "SMART Decision Making, Citizen Feedback is Critical for Success." - *Presented by Chair Rabbitt /General Manager Cumins*

Chair Rabbitt thanked the Ad Hoc Committee for getting the responses together, the entire Board and staff for their continued support. He appreciated the Grand Jury for their role in our systems. The findings are evenly split with agreeing, disagreeing and partially disagreeing. Ten (10) of the eleven (11) recommendations will be implemented a lot of them have to do with transparency and communication, which we are constantly improve and always have room for improvement; since it was directed to the Board, the Board will respond and not SMART staff.

General Manager Cumins stated that it was a good process, and he looks forward to implementing the recommendations.

Chair Rabbitt stated that the Board will continue to discuss/review the true role of the Citizens Oversight Committee.

Vice Chair Pahre thanked the Ad Hoc Committee and staff for the report that followed. The Ad Hoc Committee was clear in addressing who is SMART and how new it is.

Comments

Richard Brand asked if the final responses are on the SMART website. General Manager Cumins responded that the information was included in the Board packet that was posted on the website

MOTION: Director Arnold moved to Approve the Proposed Responses to the Sonoma County Civil Grand Jury report, dated June 19, 2022, entitled “SMART Decision Making, Citizen Feedback is Critical for Success.” as presented. Director Coursey second. The motion carried 10-0. (Directors Colin and Fudge absent).

11. Planning for the Future - Pathway (*Discussion Only*) – Presented by General Manager Cumins

General Manager Cumins provided a brief overview, which included the following highlights:

- Planning for the Future Model
- SMART House
- Listening Session Completed in April 2022

He introduced Chief Engineer, Bill Gamlen who provide a PowerPoint presentation that included the following:

- Pathway - Listening Session Questions
 - What Improvements do you think should be made to existing pathways?
 - What ideas do you have to improve wayfinding on the pathways?
 - What sections of the pathway should SMART prioritize for construction?
 - What are your ideas to address bike capacity on the trains?
 - What other thoughts and ideas do you have about the Pathway?
- Pathway – What do Users Want
 - Close Gaps
 - Improve Maps
 - Wayfinding
 - Maintenance
 - Train Capacity
- Recent Improvements
 - Pathway Construction: Make remaining segments “Shovel Ready”- Design and permitting underway
 - SMART Pathway Maps: updating maps on website
 - Maintenance Activities: On-going pathway maintenance
 - Wayfinding: Planned in 2022
 - Goggle Maps: SMART pathway links have been updated
 - Pathway User Counters: being installed Q3 2022
 - Train Capacity: Added 10 weekday trips and Sunday service
- Potential Goals/Strategies
 - Construct Funded Segments of Pathway
 - Continue to Design and Permit pathways (Shovel Ready)

- Publish Updated Pathway Maps
- Develop & Implement Wayfinding Program
- Pathway Segments Planned for Construction
 - Payran to Lakeville Street (Petaluma); Construction – Fall 2022
 - Southpoint Blvd to Main Street (Petaluma-Penngrrove): Construction – Summer of 2023
 - Golf Course Drive to Bellevue Avenue (Rohnert Park – Santa Rosa); Construction – Summer of 2023
 - Joe Rodota Trail to W 3rd Street (Santa Rosa); Construction – Summer of 2023
 - McInnis Parkway to Smith Ranch Road (San Rafael); Construction – Summer of 2023

Comments

Director Coursey asked for clarification on the Wayfinding efforts. Mr. Gamlen responded that the wayfinding program would be placing signage, marketing the pathway, mile post markers and cross streets among other physical improvements. Director Coursey asked if staff had an identifiable overall plan for the program. Mr. Gamlen responded not at this time and that's the effort will be embarking to develop.

Dani Sheehan asked if wayfinding will be available via google. Mr. Gamlen responded that all the details are pending, and many suggestions were given during the listening sessions.

Patrick Seidler thanked General Manager Cumins, Chief Engineer Gamlen, and the Board for providing the listening sessions. The transparency was great, he is impressed with the report and the cycling and pedestrian community also appreciates the information. He said that Marin County is going to brand the North - South Greenway and SMART staff should be involved. He thinks that Sonoma, Marin, and north communities need to be unified on how to brand the Great Redwood Trail and other segments financed by SMART, since it is a critical time to coordinate with Marin County and the public .

Eris Weaver is very appreciative of the Board and Staff for the pathway progress and the listening sessions. Working with SMART staff on maps and wayfinding have been very positive.

Rick Coates stated that he is happy with SMART's performance. He said that the pathway segment near highway 101 that was constructed by Caltrans, which SMART is not responsible, discourages bicyclist. .

Richard Brand suggested that the Board does not get involved with the Great Redwood Trail, since it is going through the FRA, Federal and State. The trail has a lot of issues related to the existing right-of-way.

Principal Planner, Emily Betts, clarified that SMART is in the process of hiring a staff member, who will be the lead person for the wayfinding project. Funds have been included in the budget to hire a consultant to create tiers of the wayfinding options. Staff has been in conversations with Marin County. There are various cities and jurisdictions that are launching wayfinding programs. The goal is to have a consistent brand for SMART without conflicting with the individual jurisdictions.

Director Arnold stated that her office is working on the Caltrans pathway segment near Highway 101. Anyone who wishes more information can contact her office.

12. Provide the Findings of the Puerto Suello Hill Pathway Feasibility Study (*Discussion Only*) - Presented by Bill Gamlen

Chief Engineer, Bill Gamlen provided a PowerPoint presentation, which is posted on SMART's website. Highlights include:

Puerto Suello Pathway Feasibility Study

- Sponsors: SMART and City of San Rafael
- Participants: WTB TAM and MCBC
- Study Author: Zoon Engineering
- Desire:
 - Connect the existing pathway at the top of the Puerto Suello Hill to the existing SMART Pathway at North San Pedro Road
- Challenges:
 - Steep Topography
- Goals:
 - Compliant with Americans with Disabilities Act (ADA) – 5% Grade
 - Provide Pedestrian and Bicycle Dual-Use Facilities
 - Meet Caltrans Design Guidelines for a Two-Way Class 1 Bikeway
 - Stay with Public rights-of-ways
 - Minimize Parking and Roadway impacts/modifications
 - Minimize utility impacts/relocations
- Potential Routes
 - Merrydale Route
 - Pilgram Way
 - Caltrans – SMART Route
- Feasible Routes
 - Caltrans – SMART
 - \$5.1M (2022) – **Estimate Only**
 - Best User Experience
 - Challenges: Steep topography and Gas Line
 - Merrydale – North San Pedro Road
 - \$4.3M (2022) – **Estimate Only**
 - Challenges: Steep Topography, North San Pedro Intersection and Traffic Interface
- Acknowledgments
 - WTB-TAM: Patrick Seidler and Mathew Hartzell
 - MCBC Executive Warren Wells
 - City of San Rafael: Rafat Raie, April Miller and Lauren Davini

Comments

Director Lucan thanked Chief Engineer Gamlen for the presentation. He said that the report mentioned that there will be significant tree removal on the Caltrans to SMART pathway segment. Mr. Gamlen responded that they did not get to the specifics of counting trees, however, the hillside has a lot of trees that would have to be removed. Director Lucan asked if the estimates include the next steps of the process. Mr. Gamlen responded that a feasibility study was conducted of the area to determine if a pathway can be constructed. If an entity wanted to pursue the project the next steps would be to conduct environmental, preliminary design, final design

and permitting. It cost approximately \$1 million for final design documents. Director Lucan clarified that it is 20% of the cost to get a shovel ready and then the other 80% to construct.

Director Coursey asked for clarification of the existing conditions and the preferred route for cyclists. Mr. Gamlen responded that currently there are two routes: 1) Caltrans Pathway that finished at the top of Marydale Drive; and 2) Class 2 – Los Ranchitos Road that leads to top of Puerto Suello Hill from North San Pedro Road.

Director Connolly said that as a frequent bicycle rider there are trade-off's, the Marydale segment is very steep and shorter. The Los Ranchitos segment is more gradual and steeper, which most cyclist use.

Director Coursey said he appreciates the collaboration with the city asked if they would continue to collaborate toward the design and construction of the pathway. Mr. Gamlen responded that staff has not had any conversation at this time.

Director Garbarino stated that she has cycled both the Marydale and Los Ranchitos segment and they are difficult. She is ecstatic that there is a potential of having a pathway at 5% grade, which will be a great improvement.

Richard Brand said this is an important issue and suggested not illustrating the current pictures of Highway 101 since it does not show all the vehicles using Highway 101. Secondly, he thinks this should be funded by Caltrans. Also, his good friend who was involved in the initial work informed him that it was Caltrans decision of the pathway location. He suggested contacting Senator McGuire to get him involved

Steve Birdleough stated that Los Ranchitos Road is narrow. The west route is more attractive than the eastside.

Tarrell Kullaway said she is speaking on behalf of Warren Wells and he wants to thank SMART, City of San Rafael, SMART Board of Directors and Mayor/Director Colin for considering this critical gap in the SMART pathway. He expressed that the current SMART route between Puerto Suello Hill and the path on Los Ranchitos is not safe and a San Rafael resident was recently killed in the area this year. They would like SMART to select the preferred alignment from the study as the official SMART pathway, rather than the Marydale or Los Ranchitos alternatives.

Patrick Seidler thanked SMART, Chief Engineer Gamlen, City of San Rafael staff, Zoom Engineering Consultants, MCBC and Paul Klassen who's designed this route four times now. Also, Directors Colin, Connolly and Lucan for leading the efforts, he urged the Board to place this project on a shovel ready list, since this is the most desirable segment in the entire system.

Rick Coates agrees with Richard Brand that Caltrans should provide funds for this project; and make the entire pathway far more attractive. He cycled the Marydale segment, and he would prefer the other option.

Director Bagby asked if the tree removal would fall under the City of San Rafael tree ordinance. Mr. Gamlen responded that the City of San Rafael did not raise the tree ordinance as an issue.

Director Bagby stated that the City of Cloverdale has a replacement policy, which is common for these projects. If SMART does not have a policy for when we must engage in a project, then it should endeavor to the jurisdiction ordinances.

Lastly, Chair Rabbitt thanked everyone involved for the work and the report.

Chair Rabbitt adjourned the Board to Closed Session at 3:01pm on the following:

13. Closed Session – Conference with Labor Negotiator General Manager Cumins pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Represented Employees: IAMAW Local Lodge No. 1414 and Teamsters Local 665
14. Report Out Closed Session
District Counsel reported out of Closed Session at 4:30pm on the following:
 - a. Conference with Labor Negotiator General Manager Cumins pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Represented Employees: IAMAW Local Lodge No. 1414 and Teamsters Local 665
Report Out: Direction was given to labor negotiator; no action taken, nothing to report.
 - b. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Reis v. Sonoma-Marin Area Rail Transit District California Public Utility Commission Case No. 21-11-016; Number of cases: 1
Report Out: Direction was given to labor negotiator; no action taken, nothing to report.
15. Next Regular Meeting of the Board of Directors, September 7, 2022 – 1:30 PM
16. Adjournment - Meeting adjourned at 3:31pm.

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____

Resolution No. 2022-01.09 (SEP)
Sonoma-Marín Area Rail Transit District
September 7, 2022

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AND RELATED FINDINGS REGARDING VIRTUAL-CONFERENCE MEETINGS DURING THE COVID-19 STATE OF EMERGENCY

WHEREAS, on March 4, 2020, Governor Newsom proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code Section 8625, that a state of emergency exists with regards to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on June 4, 2021, in lifting many restrictions that the State previously imposed due to COVID-19, the Governor indicated that those changes did not end the ongoing emergency; and

WHEREAS, following expiration of the Executive Orders, on September 16, 2021, the Governor signed into law Assembly Bill 361 ("AB 361"), allowing for teleconference meetings under the Brown Act during declared states of emergency; and

WHEREAS, Marin and Sonoma Health Officials continue to recommend that we continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings;

WHEREAS, in light of this recommendation, the Board of Directors of SMART desires to continue to have the flexibility, for itself to meet virtually via tele/video conference.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of SMART has resolved to continue with Teleconference meetings with the option for a limited in-person and virtual teleconference participation, and has reconsider the circumstances of the emergency and determine that the current circumstances continues to directly impact the ability to meet in-person safely;
2. There is an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.
3. State and Local officials continue to recommend measures to promote social distancing, and as a result of that emergency, large gatherings that meet in person would present imminent risks to the health or safety of attendees of in-person meetings and of this legislative body within the meaning of California Government Code Section 54953(e)(1).

Resolution No. 2022-01.09 (SEP)
Sonoma-Marín Area Rail Transit District
September 7, 2022

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 7th day of September 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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



September 7, 2022

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Chris Coursey
Sonoma 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

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
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: SMART Pathway Maps

Dear Board Members:

RECOMMENDATIONS: Information

SUMMARY:

SMART has created updated pathway maps with improved legibility and updated information on pathway status. The maps are available in two formats: printable files and an online interactive version.

The existing SMART Pathway maps were last updated in 2020 and can be viewed here: <https://bit.ly/3CBQHAI>. Staff has received many requests from the public and the bicycle coalitions for more clear information on the pathway. Improving the pathway maps also emerged as a strong theme during SMART's listening sessions and outreach conducted in the spring. Since that time, SMART staff invested in GIS training in order to have the expertise in-house to offer better maps to the public. The maps are based on Bicycle Coalition & public feedback, and are designed to provide readable, up-to-date information about the SMART Pathway/Great Redwood Trail Southern Segment.

While the Pathway is still being built out, we have created maps that show completed sections, future sections, and parallel paths that help fill in the current gaps. The maps have been posted on the SMART website at https://www.sonomamarintrain.org/smart_pathway. The routes shown to fill the gaps, labeled "City/County Gap Closure" are not meant as official recommendations by SMART, as route choice is a personal preference. Rather, the SMART Pathway maps are designed to be a useful tool to help a user plan a trip.

The routes labeled "City/County Gap Closure" were selected using the following criteria:

- Routes are roughly parallel to the SMART Pathway alignment
- Officially designated/labeled as a bicycle route by the local jurisdiction, with clear street markings if Class II or Class III
- If Class II, III, or IV, routes have lanes in both directions
- Preference for a single, straight route over multiple turns.

The online map can be viewed here: <https://bit.ly/3Rd8lON>. This version is interactive, and users can turn layers off and on, including:

- Stations
- Pathway Status
- SMART Pathway
- City/County Gap Closure Routes
- SMART Rail track
- Schools

The maps are a work in progress and will be updated by staff over time. Additional detail can be added on completion status, amenities, etc. The maps have been posted on the SMART website at https://www.sonomamarintrain.org/smart_pathway.

REVIEWED BY: [x] Finance ____/s/____ [x] Counsel ____/s/____

Respectfully,

/s/
Emily Betts
Principal Planner



September 7, 2022

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Damon Connolly
Marin County Board of Supervisors

Chris Coursey
Sonoma 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

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
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: October 3rd Service Changes

Dear Board Members:

RECOMMENDATIONS: Information Item

SUMMARY:

SMART plans to add 2 weekday roundtrip beginning Monday, October 3rd, bringing the weekday schedule to 38 trips. Changes will also be made to the weekday and weekend schedule to improve connections and better serve our riders.

Pre-COVID, SMART was running 38 trips per weekday and 10 trips on weekend days. SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced by 22 trips, down to 16 trips per day. In May 2021, SMART added service to the weekday schedule with two new morning trips and three new afternoon trips, resulting in 26 weekday trips. Saturday service was also restored in May 2021, and Sunday service in May 2022, with 3 morning and 3 afternoon round trips, resulting in 12 trips per day. In June 2022, SMART increased weekday service by 10 trips, bringing us to the current 36 weekday trip schedule.

The listening sessions conducted in the spring and accompanying ridership survey have provided public input that is helping guide the service planning decisions. The public has consistently requested midday train service, better coordination with major employers and school schedules, and improved connections to Larkspur Ferry.

Based on this feedback, and in response to Golden Gate Ferry schedule changes taking place in October, SMART is planning to make the following changes:

1. Adding one round trip midday, leaving Sonoma County Airport at 10:22am, and leaving Larkspur at 12:15pm;
2. Moving the 8:48am Northbound to a 3:27pm Northbound, to fill an afternoon service gap; this trip will serve Larkspur area employees and the new Petaluma City School District schedule;
3. Moving three weekend departure times to better align with the new ferry schedule, resulting in two new ferry connections.

These changes will provide service that better meets the needs of our community, offers more flexibility for midday trips, and more convenient connections to San Francisco. We will continue to monitor ridership to ensure that resources are focused on the schedule that best serves our riders.

FISCAL IMPACT: The annual cost of the additional midday service will be \$127,953.

REVIEWED BY: [x] Finance /s/ [x] Counsel /s/

Respectfully,

 /s/
Emily Betts
Principal Planner



David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Judy Arnold
Marin County Board of Supervisors

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Sonoma County Mayors' and
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Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

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General Manager

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

September 7, 2022

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

SUBJECT: Authorize the General Manager to Award Contract No. CV-PS-22-002 with American Rail Engineers Corporation

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2022-29 authorizing the General Manager to award Contract No. CV-PS-22-002 with American Rail Engineers Corporation for Railroad Bridge Inspection & Engineering Services for a total not-to-exceed contract amount of \$1,600,000 and a term through September 21, 2025, with two one-year options to extend the contract.

SUMMARY:

This professional services contract will provide bridge inspection services, bridge load ratings, and professional engineering services for SMART facilities on both the main line and the Brazos branch.

BACKGROUND:

SMART is required by the Federal Railroad Administration (FRA) to maintain a bridge management plan that specifies how SMART manages the bridges under its control. The plan includes such information as bridge inventory, annual inspection procedures, emergency response procedures, responsibilities, and other details for the management of our railroad bridges. SMART owns a variety of bridges, from moveable bridges to modern concrete trestles to older timber trestles. This contract will provide specialty bridge inspection and load rating expertise services to supplement SMART staff expertise. In addition, this contract will provide engineering services such as design work for bridge repairs, replacement, and railroad engineering.

SMART issued a Request for Proposals on June 17, 2022, for Railroad Bridge Inspection & Engineering Services. SMART received three (3) proposals on July 19, 2022 and rated them by a qualitative/descriptive (adjectival) method. Based on this rating method SMART concluded that American Rail Engineers Corporation was the highest-ranking proposer, with good understanding and approach to railroad bridge inspection, bridge evaluations and rail engineering services; and an excellent demonstrated history of providing similar services.

The scope of work for the contract may include bridge inspections, bridge load ratings, developing construction documents for bridge repairs, bridge replacements and railroad engineering services. Since this is an as-needed contract, individual task orders will be executed for specific work.

Staff recommends approving Resolution No. 2022-29 authorizing the General Manager to award Contract No. CV-PS-22-002 with American Rail Engineers Corporation for Railroad Bridge Inspection & Engineering Services for a total not-to-exceed contract amount of \$1,600,000 and a term through September 21, 2025, with two one-year options to extend the contract.

FISCAL IMPACT: Budget for task orders is included in individual project budgets. The contract will span multiple fiscal years and has been accounted for in FY23.

REVIEWED BY: [x] Finance ____/s/____ [x] Counsel ____/s/____

Very truly yours,

/s/
Bill Gamlen, P.E.
Chief Engineer

Attachment(s): 1) Resolution No. 2022-29
2) American Rail Engineers Corporation Contract No. CV-PS-22-002

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. CV-PS-22-002 WITH AMERICAN RAIL ENGINEERS CORPORATION FOR RAILROAD
BRIDGE INSPECTION AND ENGINEERING SERVICES**

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) is in need of assistance to provide specialty bridge inspection, bridge load rating, and railroad engineering professional services; and

WHEREAS, SMART issued a Request for Proposals on June 17, 2022, for professional As-Needed Environmental Consultation Services; and

WHEREAS, SMART received three (3) proposals on July 19, 2022; and

WHEREAS, SMART determined that American Rail Engineers Corporation was the highest-ranking proposer; and

WHEREAS, this contract is funded by Federal, State or Local Sales tax; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-22-002 with American Rail Engineers Corporation for Railroad Bridge Inspection & Engineering Services for a total not-to-exceed contract amount of \$1,600,000 and a term through September 21, 2025, with two one-year extensions options to extend the contract

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 7th day of September, 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Rabbitt, 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

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of September 22, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and American Rail Engineers Corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed in the State of California, and experienced in the areas of railroad bridge inspection, bridge engineering, and related 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 Consultant to perform bridge inspections, bridge engineering design for repairs, bridge ratings, and related services; 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: Schedule of Rates
- (c) Exhibit C: SMART Bridge Inventory
- (d) Exhibit D: Timber Bridge Condition Codes of SMART’s Bridge Management Plan
- (e) Exhibit E: FTA & DOT Requirements
- (f) Exhibit F: Federal Wage Determination

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Chief Engineer or designee (hereinafter “SMART Manager”) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation

Conference, the SMART Manager and Consultant 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. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

Section 4.02 Cooperation With SMART. Consultant shall cooperate with the SMART Manager in the performance of all work hereunder.

Section 4.03 Performance Standard. Consultant 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 Consultant’s profession. If SMART determines that any of Consultant’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 Consultant to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Consultant 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) Consultant 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 Consultant to perform work hereunder, Consultant 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 Consultant 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. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:
David Anderson, Principal Engineer

Brendan Moran, Engineer IV
Kim Shellenberger, Safety Manager
Bendan Moran, Lead Inspector
Tyler Hjelm, Lead Inspector
Nick Ray, Lead Inspector
Shaun Faulkner, Lead Inspector
Alex Szwez, Lead Inspector
Ryan Kaulbach, Lead Inspector
Michael Cristiani, Lead Inspector

ARTICLE 5. PAYMENT.

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

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

Section 5.02 Consultant shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$1,600,000.00, without the prior written approval of SMART. Consultant 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); (iii) the hourly rate or rates of the persons performing the task(s); (iv) certified payroll reports for covered work, (v) DBE or SBE payment report, and (vi) copies of receipts for reimbursable materials/expenses, if any. Consultant is required to submit separate invoices for work performed on SMART's mainline and work performed on the SMART Brazos Subdivision. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time.

Section 5.03 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CFR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.04 Consultant 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 Consultant 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 Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through September 21, 2025, with two (2) one-year options to extend at SMART's sole discretion or whenever the not-to-exceed amount of \$1,600,000.00 has been reached, whichever occurs first, or 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, SMART 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 Consultant 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 Consultant 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, Consultant, 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, Consultant 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 Consultant 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 Consultant 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 Consultant.

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

ARTICLE 8. INDEMNIFICATION

Consultant 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 Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant'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 Consultant's expense, subject to Consultant'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 Consultant 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, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART"

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 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. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

Section 9.03 Automobile 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. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Section 9.05 Aviation Liability Insurance (Drone Liability Insurance). Aviation Liability Insurance with a limit of no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Section 9.06 Endorsements. Prior to commencing work, Consultant 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, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (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 Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected 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 Consultant. Said policy shall protect Consultant 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) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant 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 9.07 Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant'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 9.08 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant 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, Consultant shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Section 9.09 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. At SMART’s request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant 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. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) 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.

Please email all renewal certificates of insurance and corresponding policy documents to InsuranceRenewals@sonomamarintrain.org.

Section 9.10 Policy Obligations. Consultant’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.11 Material Breach. If Consultant, 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 Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

ARTICLE 10. PROSECUTION OF WORK.

When work is requested of Consultant 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, or wildfire, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

ARTICLE 11. 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 SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager 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 Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant 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 12. REPRESENTATIONS OF CONSULTANT.

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Consultant 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, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03 Taxes. Consultant 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. Consultant 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 Consultant'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, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants 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 other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.

Consultant certifies that it has disclosed to SMART any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise SMART of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either SMART ordinance or State law.

The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

The Consultant hereby certifies that the Consultant or subcontractor and any firm affiliated with the Consultant or subcontractor that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

Section 12.06 Nondiscrimination. Consultant 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 (including cancer), pregnancy, physical disability (including HIV and AIDS), mental disability, denial of family care leave, 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. Consultant shall also comply with the provisions of the Fair Employment and

Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq).

Section 12.07 Assignment Of Rights. Consultant 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 and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant 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 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant 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. Consultant 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 13. 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 14. 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 15. 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 Manager: | Sonoma-Marín Area Rail Transit District Attn: Bill Gamlen 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 bgamlen@sonomamarintrain.org 707-794-3049 |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to SMART Billing: | Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 billing@sonomamarintrain.org 707-794-3330 |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| | |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to Consultant: | American Rail Engineers Corporation Attn: David Anderson 300 E. 39 th Street Kansas City, MO 64111 danderson@are-corp.com 714-943-4068 |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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 16. SUBCONTRACTORS

Section 16.01 Subcontractor Listing. Consultant has listed the following Subcontractors that will be used during the performance of work:

| Name of Subcontractor | Description of Work |
|------------------------------|--------------------------------------------|
| HNTB Corporation | Mechanical Inspections on Moveable Bridges |
| Underwater Resources | Scour Inspections |

Section 16.02 Responsibility of Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the SMART and any Subcontractors, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subcontractors is an independent obligation from SMART's obligation to make payments to the Consultant.

Section 16.03 Substitutions of Subcontractors. Any substitution of Subcontractors must be approved in writing by the SMART Manager in advance of assigning work to a substitute Subcontractor.

Section 16.04 Subagreements. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subcontractor unless otherwise noted.

Section 16.05 Prompt Progress Payment. Consultant or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subcontractor to a subcontractor, Consultant or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

Section 16.06 Prompt Payment of Withheld Funds to Subcontractors.

SMART shall make prompt and regular incremental payments for acceptance of portions, as determined by SMART, of the contract work, and pay Consultant based on these acceptances. SMART shall designate the method below in the contract to ensure prompt and full payment of any retainage kept by Consultant or subcontractor to a subcontractor.

No retainage will be held by SMART from progress payments due to Consultant. Consultant and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with SMART's prior written approval. Any violation of these provisions shall subject the violating Consultant or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating Consultant or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or subcontractor in the event of a dispute involving late payment or nonpayment by Consultant, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE 17. PREVAILING WAGES

Section 17.01 Registration with Department of Industrial Relations ("DIR"). No Consultant or Subcontractor may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

Section 17.02 Compliance with Labor Code. Consultant and each Subcontractor shall pay all workers employed on the Work not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

All Contractors/vendors doing business with public agencies throughout the State of California (including SMART) shall comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections 1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815. Public Works Contractor Registration Program, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements described at <http://www.dir.ca.gov/Public-Works/Contractors.html>.

Applicable projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

When Prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by SMART.

This project is subject to the Federal Wage determination. Whenever the Federal Wage determination and the California Prevailing Wage determinations conflict, the higher rate shall be paid.

Section 17.03 Penalty. The Consultant and any Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Consultant and any Subcontractor shall forfeit to SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subcontractor had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subcontractor.

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- A. The Agreement executed between the Consultant and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

- C. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
- D. Prior to making final payment to the Subcontractor for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, SMART shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

If SMART determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

Section 17.04 Hours of Labor. Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to SMART, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the Consultant or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.

Section 17.05 Employment of Apprentices. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6, and 1777.7 in the employment of apprentices.

Consultants and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE 18. CLAIMS FILED BY SMART'S CONSTRUCTION CONTRACTOR

If claims are filed by SMART's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with SMART and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that SMART considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from SMART.

ARTICLE 19. MISCELLANEOUS PROVISIONS.

Section 19.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or "chasing arrows" cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 19.02 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 19.03 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. Consultant 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. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 19.04 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 19.05 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties

imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 19.06 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 19.07 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 19.08 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. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 19.09 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 19.10 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 19.11 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 all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign 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.

Section 19.12 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: AMERICAN RAIL ENGINEERS CORPORATION

By: _____
Steven R. Williams, Vice President

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with American Rail Engineers Corporation (hereinafter “Consultant”) to assist SMART with bridge inspections, as-needed bridge engineering design for repairs, bridge ratings, audits and inspection reports to maintain compliance with the Department of Transportation’s 49 CFR Parts 213 and 237 Bridge Safety Standards; Final Rule.

The Consultant team members will act as SMART’s Railroad Bridge Engineer and Railroad Bridge Inspector as defined in 49 CFR 237.51-57 Subpart C – Qualifications and Designations of Responsible Parties. SMART’s Operations Manager will function as the Railroad Bridge Supervisor in conjunction with the Consultant Team roles.

Bridge Overview

SMART rebuilt the Mainline alignment in 2012-2018 and began passenger rail service in August 2017. The active Mainline alignment contains 28 bridges and 6 large box culverts that were either replaced, rehabilitated, or repaired as part of the reconstruction of the railroad.

On March 1, 2022 SMART took over all operation and maintenance of the Brazos Junction Subdivision. This active rail line contains 34 bridges, mostly timber bridges with one through truss swing span and one through truss lift span.

A complete inventory of SMART’s bridges, structure types, length, location, and additional details is included in Exhibit C “SMART Bridge Inventory”.

Roadway Worker Protection (RWP) Training

SMART is an active railroad under federal regulations. All personnel assigned to perform these scopes of services must be able to meet SMART’s Roadway Worker Protection (RWP) program and maintain current status. Consultant must assume that use of a lift, ladders, or climbing to inspect the Haystack Landing Drawbridge, the Brazos lift bridge, or any use of a lift on any other structure, will take place outside of standard operating hours and subject to SMART’s dispatch schedule. Contractor shall only inspect structures during daylight operating hours ONLY with a SMART escort. This in part to allow observation of the structure during rail vehicle loading during standard operating hours. SMART shall provide a Hi-Rail vehicle and operator for consultant team as needed. Bridge inspectors shall be required to provide their own inspection tools and equipment.

Sensitive Security Information Non-Disclosure Agreement

Due to the sensitive security nature of this work and the documents that may be shared during the term of this Agreement, the Consultant shall be required to sign

SMART's Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement.

II. Project Management

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer, or designee. Each request for work shall be delivered to Consultant in writing.

III. Scope of Work

The Scope of Work is split into tasks, the initial tasks anticipated are listed below, and additional tasks may be issued for rail and bridge engineering services.

A. Task 1: Annual Bridge Inspection and Rating – Timber Bridges & Drawbridges

1. Perform bridge inspections as required to demonstrate compliance with 49 CFR 213 & 237 for nine (9) Timber bridges and one (1) Movable bridge on the Mainline and the thirty-four (34) Brazos Junction Subdivision bridges listed in Exhibit C.
 - a. Inspection procedures shall meet the criteria and recommendations of the current AREMA Bridge Inspection Handbook.
 - b. Any wood pilings or timbers that show evidence of deterioration shall be further inspected and tested to determine the extent of deterioration and categorized per Exhibit D "Timber Bridge Condition Codes of SMART's Bridge Management Plan".
 - i. Any voids or holes left by drilling or penetrative testing will be treated and filled as part of the inspection work.
 - c. Inspection of the Haystack Landing Drawbridge, a rolling lift bascule span, shall be limited to structural inspection of the span, all structural elements and connections, and the bridge deck. Inspection of the mechanical components is not part of this contract's scope.
 - d. Inspection of the Black Point Through Truss Swing Bridge shall include structural and mechanical inspection. The mechanical inspection shall be performed annual and shall include a visual inspection of the mechanical system during

operation.

- e. Inspection of the Brazos Lift Bridge shall include structural, mechanical, and an underwater inspection for scour. This shall be an annual inspection to include visual inspection of the mechanical system during operation. Underwater scour inspection shall take place once during the first year of the contract.
- 2. Determine bridge ratings and their remaining useful lives for these existing SMART bridges.
 - a. All bridges in the inventory have been either replaced with new structures rated Cooper E-80 or repaired/rehabilitated to Cooper E-60 or Cooper E-50 rating. Contractor to verify no changes or damage have occurred that would reduce or otherwise affect the load rating.
 - b. Contractor shall, as required and/or requested, calculate new bridge load ratings.
 - c. Useful life calculations shall include a brief description and shall be addressed in the annual inspection report.
 - 3. Contractor shall provide bridge inspection reports, including load information, for each of these bridges.
 - a. Bridge inspection reports shall include repair recommendations.
 - b. Contractor shall provide inspection reports in electronic format (electronically transmitted).
 - i. Per CFR39 part 237 Bridge Safety Standards section 109(d) & (e) initial reports shall be provided to SMART within 30 calendar days of the initial inspection. Final completed reports shall be provided to SMART within 120 calendar days of the initial inspection.

B. Task 2: On-Call Railroad Bridge Engineer & On-Call Railroad Bridge Inspector Services

- 1. Contractor shall provide qualified individual(s) to act as SMART's Railroad Bridge Engineer per 49 CFR 237.51.

- a. These individuals shall provide:
 - i. Engineering design for repair, replacement, or as-built plans on any of the bridges in the inventory.
 - ii. This work shall be on-call and on a time and materials basis. Consultant shall be available 24/7 via phone or email in response to railroad bridge related emergencies.
 - iii. In the event of a bridge related engineering emergency SMART will contact the Railroad Bridge Engineer within 2 hours of the event. Railroad Bridge Engineer is expected to respond within 4 hours of SMART's initial contact.
2. Contractor shall provide qualified individual(s) to act as SMART's Railroad Bridge Inspector per 49 CFR 237.55.

- a. These individuals shall provide:
 - i. Detailed inspections, reporting, and repair recommendations on any of the bridges in the inventory but shall not include Engineering design and as-built plan reviews.
 - ii. Inspector shall be designated to authorize or restrict bridge operation per 49 CFR 237.53 in coordination with SMART's Chief Engineer, Bill Gamlen, and SMART's Operations Manager, Marc Bader.
 - iii. This work shall be on-call and on a time and materials basis. Consultant shall be available 24/7 via phone or email in response to railroad bridge related emergencies. Field response will be as-needed within 72 hours of bridge related emergency. SMART shall have engineering staff available to function as field inspector as needed by the bridge inspector.

IV. Timeline for Each Requirement / Task

Any and all deliverables and timelines related to each task shall be provided to Consultant in writing. SMART and Consultant must mutually agree on the terms of each task order prior to the start of any work being performed.

V. Acceptance Criteria

The SMART Manager will be responsible for reviewing all work performed to ensure it meets the requirements identified in each task order and per the terms and conditions of the contract. Upon the successful completion of the work, the SMART Manager shall issue a Notice of Acceptance and instruct the Consultant to submit its invoice. If work performed does not meet the requirements of the task order, Consultant shall be required to replace defective work at no cost to SMART. Following the replacement of the defective work, the SMART Manager will issue a Notice of Acceptance and instruct the Consultant to submit its invoice.

EXHIBIT B
SCHEDULE OF RATES

American Rail Engineers Corporation:

| CLASSIFICATION | BASE PAY RATE | OVERHEAD | PROFIT | FULLY BURDENED HOURLY RATE |
|----------------------------------------------|---------------|----------|--------|----------------------------|
| Principal Engineer | \$74.52 | 185.00% | 10% | \$233.62 |
| Senior Engineer / Project Manager | \$60.10 | 185.00% | 10% | \$188.41 |
| Construction Manager | \$45.67 | 185.00% | 10% | \$143.18 |
| Engineer IV / Senior Inspector | \$48.28 | 185.00% | 10% | \$151.36 |
| Engineer III / Inspector IV | \$39.66 | 185.00% | 10% | \$124.33 |
| Engineer II / Inspector III / Technician III | \$34.86 | 185.00% | 10% | \$109.29 |
| Engineer I / Inspector II / Technician II | \$28.69 | 185.00% | 10% | \$89.94 |
| Inspector I / Technician I | \$20.00 | 185.00% | 10% | \$62.70 |
| Image/Video/Mapping/Processing | \$28.85 | 185.00% | 10% | \$90.44 |
| sUAS LiDAR Pilot | \$50.84 | 185.00% | 10% | \$159.38 |

HNTB Corporation:

| CLASSIFICATION | BASE PAY RATE | OVERHEAD | PROFIT | FULLY BURDENED HOURLY RATE |
|------------------------|---------------|----------|--------|----------------------------|
| Principal Engineer | \$119.52 | 160.00% | 10% | \$341.82 |
| Senior Project Manager | \$103.00 | 160.00% | 10% | \$294.58 |
| Project Manager | \$92.67 | 160.00% | 10% | \$265.04 |
| Squad Leader | \$81.53 | 160.00% | 10% | \$233.18 |
| Senior Engineer | \$73.88 | 160.00% | 10% | \$211.31 |
| Engineer | \$51.83 | 160.00% | 10% | \$148.23 |
| CADD / Tech | \$38.97 | 160.00% | 10% | \$111.45 |
| Project Administrator | \$44.13 | 160.00% | 10% | \$126.23 |

Underwater Resources, Inc.:

| CLASSIFICATION | BASE PAY RATE | OVERHEAD | PROFIT | FULLY BURDENED HOURLY RATE |
|----------------------------------------------------|---------------|-----------------|--------|----------------------------|
| Project Manager | \$103.45 | 30.00% | 11.54% | \$150.00 |
| Senior Project Manager | \$117.24 | 30.00% | 11.54% | \$170.00 |
| Supervisor | \$132.50 | 30.00% | 11.54% | \$192.13 |
| Diver | \$187.19 | 30.00% | 11.54% | \$271.43 |
| Tender | \$125.47 | 30.00% | 11.54% | \$181.93 |
| Shop / Travel | \$76.14 | 30.00% | 11.54% | \$110.40 |
| EQUIPMENT FEES | | | | |
| DESCRIPTION | | UNIT OF MEASURE | | RATE |
| 27-Foot Utility Vessel | | Per Shift | | \$1,000.00 |
| UW Closed-Circuit HD Video System | | Per Shift | | \$400.00 |
| Hot Water Unit | | Per Shift | | \$175.00 |
| Generator 5kW | | Per Shift | | \$75.00 |
| Safety Equipment, Spill Clean-up & Hand Tools | | Per Shift | | \$200.00 |
| Work Truck (F-350 with Utility Bed, 4x4, King Cab) | | Per Shift | | \$275.00 |

General Rate Information for Prime Consultant and Subcontractors:

- Any travel costs required will be in accordance with SMART's Travel Guidelines for Contractors and will require prior written approval.
- Any materials or supplies that are subject to reimbursement must receive prior written approval from SMART and shall be invoice to SMART at actual cost with receipt documentation included with the invoice.
- The hourly rates shall be fixed for the initial three-year term. Upon completion of the initial three-year term, and prior to the commencement of each optional year of this Agreement, Consultant may upon 30 days written notice to SMART, request an increase in the hourly rates equal to the Consumer Price Index, San Francisco Bay Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%. This opportunity to request an increase in rates does not apply to covered work classifications that are subject to prevailing wages.

EXHIBIT C
SMART BRIDGE INVENTORY

EXHIBIT D
TIMBER BRIDGE CONDITION CODES OF
SMART'S BRIDGE MANAGEMENT PLAN

EXHIBIT E
FTA & DOT REQUIREMENTS

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),
FEDERAL TRANSIT ADMINISTRATION (FTA) AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. General.

In performance of its obligations pursuant to this Agreement or Purchase Order [Hereinafter “Agreement”], the Contractor, Seller, or Consultant [Hereinafter “Contractor”] agrees to comply with all applicable provisions of federal, state and local law, regulations, and FTA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA directives, and amendments to the grant or cooperative agreement providing funding for this Agreement that may be subsequently adopted, are applicable to the Agreement to the maximum extent feasible, unless the FTA provides otherwise in writing. The Federal or State regulations set forth in this Agreement to be observed in the performance of the Agreement are subject to change, and such changed requirements will apply to this Agreement as required. Contractor shall include in its subcontracts, and require its subcontractors of every tier to include in their respective subcontracts, provisions incorporating the requirements of this Attachment. Contractor’s failure to comply with these requirements shall constitute a material breach of this Agreement and may result in the withholding of progress payments to the Contractor, in addition to other remedies.

It is the responsibility of the Contractor and its subcontractors to ensure that all clauses included in this Exhibit applicable to the work specified within the Agreement are adhered to by the Contractor and its subcontractors.

2. Access To Records and Reports.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) Record Retention. Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor shall also permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.

(d) Access to the Site of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

(e) State Audit, Inspection, Access to Records and Retention of Records Requirements. Contractor and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor and its subcontractors' accounting systems shall conform to generally accepted accounting principles (GAAP) and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers as well as all accounting generated reports. Contractor and its subcontractors shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Contractor and its subcontractors' work, documents, papers, materials, payrolls, books, records, accounts, any and all data relevant to this Agreement at any reasonable time and to audit and verify statements, invoices or bills submitted by Contractor and its subcontractors pursuant to this Agreement, and shall provide copies thereof upon request and shall provide such assistance as may be reasonably required in the course of such audit or inspection.

The State, its representatives and the State Auditor further reserve the right to examine, inspect, make copies, or excerpts of all work, documents, papers, materials, payrolls, books and accounts, and data pertaining to this Agreement and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Agreement and for the three (3) year period following the final payment under this Agreement, and Contractor and its subcontractors shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever for three (3) years after final payment under this Agreement and all pending matters are closed.

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of demand, or within such other period as may be agreed between the parties hereto,

SMART is authorized to withhold future payments due Contractor and its subcontractors from any source.

The Contractor agrees that the Contract Cost Principles and Procedures at least as restrictive as 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowability of individual items of costs.

The Contractor agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payments have been made to the Contractor, which are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by Contractor to SMART.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this section.

3. ADA Access

Applicability: All Construction, Architecture & Engineering, Operations Management, and Rolling Stock Contracts

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

4. Buy America.

Applicability: All Rollingstock Purchases, Materials and Supplies Contracts, and Construction Contracts >\$150,000.

The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 C.F.R. Part 661 and FAST Act (Pub. L 114-94), which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the

United States and have a sixty percent (60%) domestic content for FY16 & FY17; sixty-five percent (65%) domestic content for FY18 & FY19; and seventy percent (70%) domestic content for FY20 & beyond.

Contractor shall submit to SMART the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

5. Lobbying

Applicability: All Contracts > \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

6. Cargo Preference Requirements.

Applicability: All Rolling Stock Purchases, Materials & Supplies, and Construction Contracts which require transportation by ocean vessels.

The Contractor agrees to:

(a) to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading); and

(c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. Charter Service.

Applicability: All Operations & Management Contracts

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental”, i.e., it must not interfere with or detract from the provision of mass transportation.

8. Civil Rights.

Applicability: All Contracts

The following Federal Civil Rights laws and regulations apply to the Agreement:

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit

discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Sonoma-Marin Area Rail Transit District is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

9. Clean Air Act

Applicability: All Contracts > \$150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act , as amended, 42 U.S.C. §§ 7401-7671(q) et seq. The Contractor agrees to report each violation to SMART, the FTA, and the Regional Office of the Environmental Protection Agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

10. Clean Water Act

Applicability: All Contracts > \$150,000

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.
- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

11. Conformance with National ITS Architecture

Applicability: All ITS Contracts

Intelligent Transportation Systems (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects”, 66FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

12. Contract Work Hours and Safety Standards Act.

Applicability: All Operations Management, Rolling Stock Purchases, and Construction Contracts >\$100,000.

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this

section.”

13. Davis Bacon Act and Copeland Anti-Kickback Act

Applicability: All Construction Contracts > \$2,000

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to SMART’s construction contracts and subcontracts that “at least partly are financed by a loan of grant from the Federal Government”. 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 CFR 5.5(a).

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act 40 USC 3141, et seq and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29 CFR Part 5.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

SMART has attached to the Agreement a copy of the current prevailing wage determination issued by the Department of Labor which must be adhered to by the Contractor and all subcontractors. Contractor shall report all suspected or reported violations to the SMART who will intern report all violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14. Debarment and Suspension

Applicability: All Contracts > \$25,000

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

15. Disadvantaged Business Enterprise (DBE)

Applicability: All Contracts

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- (5) Termination of the Contract

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The Contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such

invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance.

The Contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

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

16. DHS Seal, Logo, and Flags.

Applicability: All Contracts

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

17. Energy Conservation.

Applicability: All Contracts

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

18. Federal Changes.

Applicability: All Contracts

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

19. Fly America.

Applicability: All Contracts

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 – 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

20. Incorporation of Federal Transit Administration (FTA) Terms.

Applicability: All Contracts

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms

shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

21. No Obligation by the Federal Government.

Applicability: All Contracts

The Sonoma-Marín Area Rail Transit District (SMART) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. Notice of Legal Matters.

Applicability: All Contracts > \$25,000

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the SMART is located. The Contractor must include a similar notification requirement in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims

Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

23. Patent Rights and Rights in Data and Copyrights Requirements.

Applicability: All Research Project Contracts

Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Sonoma-Marín Area Rail Transit District intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and

irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.

- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

24. Pre-Award and Post Delivery Audits Requirements.

Applicability: All Rolling Stock/Turnkey Acquisition Contracts

A Buy America certification under this part shall be issued in addition to any certification which may be required by 49 CFR Part 661. Nothing in this part precludes the FTA from conducting a Buy America investigation under part 661 of this title “Pre-Award and Post-Delivery Audit Requirements”.

The Contractor agrees to comply with “Buy America Requirements-Surface Transportation Assistance Act of 1982, as amended by 49 CFR 661.12, but has been modified to include FTA’s Buy America requirements codified at 49 U.S.C. A 5323(j).

Pre-Award and Post-Delivery Audit Requirements – The Contractor agrees to comply with 49 U.S.C. 5323(I) and FTA’s implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- 1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the firm certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the solicitation specifications.
- 3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit a) manufacturer’s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or b) manufacturer’s certified statement that the contracted buses will not be subject to FMVSS regulations.

25. Recycled Products.

Applicability: All Contracts > \$10,000

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials”, 40 CFR Part 247.

26. Program Fraud and False or Fraudulent Statements and Related Acts

Applicability: All Contracts

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

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

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

27. Prompt Payment.

Applicability: All Contracts

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor must promptly notify SMART, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SMART.

28. Safe Operation of Motor Vehicles.

Applicability: All Contracts

- (a) Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 23 U.S.C. §402, U.S. DOT Order 3902.10, “Text Messaging While Driving,” and U.S. DOT Special Provision pertaining to Distracted Driving:
- a. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.
 - b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

29. Seismic Safety.

Applicability: All A&E and Construction Contracts

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, “Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction,” 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

30. Transit Employee Protective Agreements

Applicability: All Transit Operations Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

- i. General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. The requirements of this subsection however do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (B) and (C) of this clause.
- ii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. 5333(b) are necessary or appropriate for the state and SMART for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto.
- iii. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-Urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.
- iv. The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance by FTA.

31. Special DOL EEO Clause

Applicability: All Construction Contracts > \$10,000

The contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

32. Drug and Alcohol Testing

Applicability: All Transit Operations Service Contracts

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or the Sonoma-Marín Area Rail Transit District, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before June 30 and to submit the Management Information System (MIS) reports to the Sonoma-Marín Area Rail Transit District. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements”, which is published annually in the Federal Registrar.

33. Termination.

Applicability: All Contracts > \$10,000

In addition to the Termination provisions contained in the Agreement, the following Termination provisions apply.

(a) Termination for Convenience. SMART may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor when it is in SMART’s best interest. The Contractor shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid the Contractor. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.

(b) Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the Agreement delivery schedule, or, if the Agreement is for

services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, SMART may terminate this Agreement for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to SMART's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) calendar days after receipt by Contractor of written notice from SMART setting forth the nature of said breach or default, SMART shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude SMART from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

(e) Termination for Convenience (Professional or Transit Service Contracts) SMART, by written notice, may terminate this contract, in whole or in part, when it is in SMART's best interest. If this contract is terminated, SMART shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(f) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(g) Termination for Default (Transportation Services) If the Contractor fails to pick up

the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

(h) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the

convenience of Agency.

(i) Termination for Convenience or Default (Architect and Engineering Contracts). SMART may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

(j) Termination for Convenience or Default (Cost Type Contracts) The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

34. Veterans Hiring Preference.

Applicability: All Contracts

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

35. Violation and Breach of Contract.

Applicability: All Contracts

Rights and Remedies of SMART

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

Rights and Remedies of Contractor

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

Remedies

Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between SMART and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within California.

Disputes

Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by SMART's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an

opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

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

Claims for Damages

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

36. Geographic Restrictions.

Applicability: All Contracts

Contractor shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute.

37. Metric System.

Applicability: All Contracts

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.; Executive Order No 12770 "Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

38. Environmental Protection.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, "Environmental impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.

(c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

39. Privacy Act.

Applicability: All Contracts

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

40. Transit Vehicle Manufacturer (TVM) Certifications

Applicability: All Rolling Stock Contracts

49 CFR 26.49 – Contractor must submit to SMART a certification from each transit vehicle manufacture that desires to bid or propose upon a DOT-assisted transit vehicle procurement that it has complied with the requirements of 49 CFR 26.49. SMART may, however, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying through the overall goal setting procedures.

41. Federal Tax Liability and Recent Felony Convictions

Applicability: All Contracts

- A. Contractor certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Contractor certifies that it was not convicted of felony criminal violation under any Federal law within the preceding twenty-four (24) months.

42. Rights to Inventions Made Under a Contract or Agreement.

Applicability: All Research and Development Contracts

Contractor agrees to comply with the requirements of 37 C.F.R. §401.2(a), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by SMART.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: All Contracts

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

44. Domestic Preferences for Procurements

Applicability: All Contracts

Contractor shall make every effort to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT F - FEDERAL WAGE DETERMINATION

"General Decision Number: CA20220007 06/03/2022

Superseded General Decision Number: CA20210007

State: California

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

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only);
DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or | <ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all |

| | |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| extended on or after January 30, 2022: | covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/14/2022 |
| 2 | 01/21/2022 |
| 3 | 01/28/2022 |
| 4 | 02/04/2022 |
| 5 | 02/18/2022 |
| 6 | 02/25/2022 |
| 7 | 03/25/2022 |
| 8 | 04/01/2022 |
| 9 | 06/03/2022 |

ASBE0016-001 01/01/2021

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
American Rail Engineer Corporation
Agreement
CV-PS-22-002

| | | |
|------------------------------------------------------------|----------|-------|
| Coatings, and Finishes to all types of mechanical systems) | | |
| Area 1..... | \$ 74.16 | 23.58 |
| Area 2..... | \$ 46.81 | 33.50 |

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

| | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| | Rates | Fringes |
| Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not) | | |
| AREA 1..... | \$ 30.45 | 10.60 |
| AREA 2..... | \$ 36.53 | 9.27 |

BOIL0549-002 01/01/2021

| | | |
|------------------------------|----------|---------|
| | Rates | Fringes |
| BOILERMAKER | | |
| (1) Marin & Solano Counties. | \$ 49.62 | 41.27 |
| (2) Remaining Counties..... | \$ 45.60 | 38.99 |

BRCA0003-001 08/01/2021

| | | |
|----------------------|----------|---------|
| | Rates | Fringes |
| MARBLE FINISHER..... | \$ 37.72 | 17.64 |

BRCA0003-004 05/01/2021

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

American Rail Engineer Corporation
Agreement
CV-PS-22-002

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

| | Rates | Fringes |
|-------------|----------|---------|
| BRICKLAYER | | |
| AREA 1..... | \$ 47.24 | 22.13 |
| AREA 2..... | \$ 49.78 | 27.34 |

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| TERRAZZO FINISHER..... | \$ 39.95 | 18.46 |
| TERRAZZO WORKER/SETTER..... | \$ 53.03 | 28.34 |

BRCA0003-010 04/01/2019

| | Rates | Fringes |
|---------------|----------|---------|
| TILE FINISHER | | |
| Area 1..... | \$ 27.31 | 14.75 |
| Area 2..... | \$ 27.10 | 16.50 |
| Area 3..... | \$ 29.94 | 16.38 |
| Area 4..... | \$ 28.06 | 15.82 |
| Tile Layer | | |
| Area 1..... | \$ 45.51 | 17.64 |
| Area 2..... | \$ 45.15 | 19.06 |
| Area 3..... | \$ 49.90 | 19.16 |
| Area 4..... | \$ 46.77 | 19.08 |

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador
American Rail Engineer Corporation
Agreement
CV-PS-22-002

AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2021

| | Rates | Fringes |
|-------------------|----------|---------|
| MARBLE MASON..... | \$ 53.17 | 29.10 |

CARP0034-001 07/01/2021

| | Rates | Fringes |
|------------------------------|-----------|---------|
| Diver | | |
| Assistant Tender, ROV | | |
| Tender/Technician..... | \$ 54.10 | 34.69 |
| Diver standby..... | \$ 60.51 | 34.69 |
| Diver Tender..... | \$ 59.51 | 34.69 |
| Diver wet..... | \$ 103.62 | 34.69 |
| Manifold Operator (mixed | | |
| gas)..... | \$ 64.51 | 34.69 |
| Manifold Operator (Standby). | \$ 59.51 | 34.69 |

DEPTH PAY (Surface Diving):

050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot
221 ft.-deeper \$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift
American Rail Engineer Corporation
Agreement
CV-PS-22-002

are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

| | Rates | Fringes |
|-----------------|----------|---------|
| Piledriver..... | \$ 54.10 | 34.69 |

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Drywall Installers/Lathers: | | |
| Area 1..... | \$ 52.65 | 31.26 |
| Area 3..... | \$ 47.27 | 31.26 |
| Area 4..... | \$ 45.92 | 31.26 |
| Drywall Stocker/Scraper | | |
| Area 1..... | \$ 26.33 | 18.22 |
| Area 3..... | \$ 23.64 | 18.22 |
| Area 4..... | \$ 22.97 | 18.22 |

CARP0035-009 07/01/2020

Marin County

| | Rates | Fringes |
|------------------------------------|----------|---------|
| CARPENTER | | |
| Bridge Builder/Highway | | |
| Carpenter..... | \$ 52.65 | 30.82 |
| Hardwood Floorlayer, | | |
| Shingler, Power Saw | | |
| Operator, Steel Scaffold & | | |
| Steel Shoring Erector, Saw | | |
| Filer..... | \$ 52.80 | 30.82 |
| American Rail Engineer Corporation | | |
| Agreement | | |
| CV-PS-22-002 | | |

| | | |
|---------------------------|----------|-------|
| Journeyman Carpenter..... | \$ 52.65 | 30.82 |
| Millwright..... | \$ 52.75 | 32.41 |

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
Sutter, Tehama, Trinity, Yolo & Yuba counties

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Modular Furniture Installer | | |
| Area 1 | | |
| Installer..... | \$ 28.76 | 22.53 |
| Lead Installer..... | \$ 32.21 | 23.03 |
| Master Installer..... | \$ 36.43 | 23.03 |
| Area 2 | | |
| Installer..... | \$ 26.11 | 22.53 |
| Lead Installer..... | \$ 29.08 | 23.03 |
| Master Installer..... | \$ 32.71 | 23.03 |
| Area 3 | | |
| Installer..... | \$ 25.16 | 22.53 |
| Lead Installer..... | \$ 27.96 | 23.03 |
| Master Installer..... | \$ 31.38 | 23.03 |

CARP0046-001 07/01/2021

El Dorado (West), Placer (West), Sacramento and Yolo Counties

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway | | |
| Carpenter..... | \$ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 49.12 | 31.49 |
| Journeyman Carpenter..... | \$ 48.97 | 31.49 |
| Millwright..... | \$ 51.47 | 33.08 |

Footnote: Placer County (West) includes territory West of and
including Highway 49 and El Dorado County (West) includes
American Rail Engineer Corporation

Agreement
CV-PS-22-002

territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2021

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 47.77 | 31.49 |
| Journeyman Carpenter..... | \$ 47.62 | 31.49 |
| Millwright..... | \$ 50.12 | 33.08 |

CARP0152-003 07/01/2020

Amador County

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------------------------|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 52.65 | 30.82 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 45.57 | 30.82 |
| Journeyman Carpenter..... | \$ 45.42 | 30.82 |
| Millwright..... | \$ 47.92 | 32.41 |

CARP0180-001 07/01/2021

Solano County

| | Rates | Fringes |
|-----------------------------------------------------------------|----------|---------|
| Carpenters | | |
| Bridge Builder/Highway Carpenter..... | \$ 54.85 | 31.49 |
| American Rail Engineer Corporation Agreement CV-PS-22-002 | | |

| | | |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 55.00 | 31.49 |
| Journeyman Carpenter..... | \$ 54.85 | 31.49 |
| Millwright..... | \$ 54.95 | 33.08 |

CARP0751-001 07/01/2021

Napa and Sonoma Counties

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

| | | |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway Carpenter..... | \$ 54.85 | 31.49 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 55.00 | 31.49 |
| Journeyman Carpenter..... | \$ 54.85 | 31.49 |
| Millwright..... | \$ 54.95 | 33.08 |

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Carpenters

| | | |
|-----------------------------------------------------------------------------------------------------------------------|----------|-------|
| Bridge Builder/Highway Carpenter..... | \$ 52.65 | 30.82 |
| Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer..... | \$ 45.57 | 30.82 |
| Journeyman Carpenter..... | \$ 45.42 | 30.82 |
| Millwright..... | \$ 47.92 | 32.41 |

ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

American Rail Engineer Corporation
Agreement
CV-PS-22-002

| | | |
|--------------------|----------|----------|
| CABLE SPLICER..... | \$ 59.69 | 3%+24.38 |
| ELECTRICIAN..... | \$ 53.06 | 3%+24.38 |

ELEC0180-003 12/01/2021

NAPA AND SOLANO COUNTIES

| | Rates | Fringes |
|------------------------|----------|----------|
| Sound & Communications | | |
| Installer..... | \$ 43.71 | 3%+22.65 |
| Technician..... | \$ 50.27 | 3%+22.65 |

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

| | Rates | Fringes |
|------------------------|----------|----------|
| Communications System | | |
| Sound & Communications | | |
| Installer..... | \$ 29.35 | 3%+15.35 |
| Sound & Communications | | |
| Technician..... | \$ 33.75 | 3%+15.35 |

SCOPE OF WORK
American Rail Engineer Corporation
Agreement
CV-PS-22-002

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)
Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two

- (2) conditions apply:
1. The project involves new or major remodel building trades construction.
 2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 06/01/2021

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA,
EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA
(West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,
SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
TRINITY, YOLO & YUBA COUNTIES

| | Rates | Fringes |
|--------------------------------------------------------------------|----------|---------|
| ELECTRICIAN | | |
| Remaining area..... | \$ 41.56 | 32.49 |
| Sierra Army Depot, Herlong.. | \$ 48.83 | 18.54 |
| Tunnel work..... | \$ 41.01 | 18.54 |
| CABLE SPLICER: Receives 110% of the Electrician basic hourly rate. | | |

ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

| | Rates | Fringes |
|------------------|------------------|---------|
| ELECTRICIAN..... | \$ 42.50 | 20.95 |
| ZONE RATE: | | |
| 70-90 miles - | \$8.00 per hour | |
| 91+ miles - | \$10.00 per hour | |

* ELEC0551-004 06/01/2022

MARIN AND SONOMA COUNTIES

American Rail Engineer Corporation
Agreement
CV-PS-22-002

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 55.60 | 28.06 |

ELEC0551-005 12/01/2021

MARIN & SONOMA COUNTIES

| | Rates | Fringes |
|------------------------|----------|---------|
| Sound & Communications | | |
| Installer..... | \$ 43.71 | 23.96 |
| Technician..... | \$ 50.27 | 24.16 |

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.49 | 17.74 |

ELEC0659-008 02/01/2020

DEL NORTE, MODOC & SISKIYOU COUNTIES

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|------------------------------------------------------------|----------|------------|
| (1) Cable Splicer..... | \$ 60.28 | 4.5%+19.40 |
| (2) Lineman, Pole Sprayer, Heavy Line Equipment Man.... | \$ 53.82 | 4.5%+19.40 |
| (3) Tree Trimmer..... | \$ 37.84 | 4.5%+14.30 |
| (4) Line Equipment Man..... | \$ 53.82 | 4.5%+19.40 |
| (5) Powdermen, Jackhammers..... | \$ 40.37 | 4.5%+14.30 |
| (6) Groundman..... | \$ 33.37 | 4.5%+14.30 |

ELEC1245-004 01/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

| | Rates | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| LINE CONSTRUCTION | | |
| (1) Lineman; Cable splicer.. | \$ 60.19 | 22.07 |
| (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)..... | \$ 48.08 | 20.86 |
| (3) Groundman..... | \$ 36.76 | 20.46 |
| (4) Powderman..... | \$ 51.87 | 18.79 |

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2022

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 74.54 | 36.885+a+b |

FOOTNOTE:

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

| | Rates | Fringes |
|-----------------------------------------------------------------------------------------------------|----------|---------|
| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) | | |
| AREA 1: | | |
| (1) Leverman..... | \$ 49.88 | 34.35 |
| (2) Dredge Dozer; Heavy duty repairman..... | \$ 44.92 | 34.35 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator..... | \$ 43.80 | 34.35 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler.. | \$ 40.50 | 34.35 |
| AREA 2: | | |
| (1) Leverman..... | \$ 51.88 | 34.35 |
| (2) Dredge Dozer; Heavy duty repairman..... | \$ 46.92 | 34.35 |
| (3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator..... | \$ 45.80 | 34.35 |
| (4) Bargeman; Deckhand; Fireman; Leveehand; Oiler.. | \$ 42.50 | 34.35 |

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder
American Rail Engineer Corporation
Agreement
CV-PS-22-002

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Remainder

TEHAMA COUNTY:

- Area 1: All but the Western border with Mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

- Area 1: East Central part and the Northeastern border with Shasta County
- Area 2: Remainder

TUOLUMNE COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| (LANDSCAPE WORK ONLY) | | |
| GROUP 1 | | |
| AREA 1..... | \$ 39.95 | 30.28 |
| AREA 2..... | \$ 41.95 | 30.28 |
| GROUP 2 | | |
| AREA 1..... | \$ 36.35 | 30.28 |
| AREA 2..... | \$ 38.35 | 30.28 |
| GROUP 3 | | |
| AREA 1..... | \$ 31.74 | 30.28 |
| AREA 2..... | \$ 33.74 | 30.28 |

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade
American Rail Engineer Corporation
Agreement
CV-PS-22-002

work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

American Rail Engineer Corporation
Agreement
CV-PS-22-002

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

| | Rates | Fringes |
|------------------------------------|-------|---------|
| OPERATOR: Power Equipment | | |
| (AREA 1:) | | |
| American Rail Engineer Corporation | | |
| Agreement | | |
| CV-PS-22-002 | | |

| | | |
|----------------|----------|-------|
| GROUP 1..... | \$ 51.42 | 31.15 |
| GROUP 2..... | \$ 49.89 | 31.15 |
| GROUP 3..... | \$ 48.41 | 31.15 |
| GROUP 4..... | \$ 47.03 | 31.15 |
| GROUP 5..... | \$ 45.76 | 31.15 |
| GROUP 6..... | \$ 44.44 | 31.15 |
| GROUP 7..... | \$ 43.30 | 31.15 |
| GROUP 8..... | \$ 42.16 | 31.15 |
| GROUP 8-A..... | \$ 39.95 | 31.15 |

OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)

| | | |
|------------------------|----------|-------|
| GROUP 1 | | |
| Cranes..... | \$ 52.30 | 31.15 |
| Oiler..... | \$ 43.79 | 31.15 |
| Truck crane oiler..... | \$ 46.08 | 31.15 |
| GROUP 2 | | |
| Cranes..... | \$ 50.54 | 31.15 |
| Oiler..... | \$ 42.83 | 31.15 |
| Truck crane oiler..... | \$ 45.07 | 31.15 |
| GROUP 3 | | |
| Cranes..... | \$ 48.80 | 31.15 |
| Hydraulic..... | \$ 44.44 | 31.15 |
| Oiler..... | \$ 42.55 | 31.15 |
| Truck crane oiler..... | \$ 44.83 | 31.15 |
| GROUP 4 | | |
| Cranes..... | \$ 45.76 | 31.15 |

OPERATOR: Power Equipment
(Piledriving - AREA 1:)

| | | |
|------------------------|----------|-------|
| GROUP 1 | | |
| Lifting devices..... | \$ 52.64 | 31.15 |
| Oiler..... | \$ 43.38 | 31.15 |
| Truck Crane Oiler..... | \$ 45.66 | 31.15 |
| GROUP 2 | | |
| Lifting devices..... | \$ 50.82 | 31.15 |
| Oiler..... | \$ 43.11 | 31.15 |
| Truck Crane Oiler..... | \$ 45.41 | 31.15 |
| GROUP 3 | | |
| Lifting devices..... | \$ 49.14 | 31.15 |
| Oiler..... | \$ 42.89 | 31.15 |
| Truck Crane Oiler..... | \$ 45.12 | 31.15 |
| GROUP 4 | | |
| Lifting devices..... | \$ 47.37 | 31.15 |
| GROUP 5 | | |
| Lifting devices..... | \$ 44.73 | 31.15 |
| GROUP 6 | | |
| Lifting devices..... | \$ 42.50 | 31.15 |

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
American Rail Engineer Corporation
Agreement
CV-PS-22-002

| | | |
|------------------------------|----------|-------|
| GROUP 1 | | |
| Cranes..... | \$ 53.27 | 31.15 |
| Oiler..... | \$ 43.72 | 31.15 |
| Truck Crane Oiler..... | \$ 45.95 | 31.15 |
| GROUP 2 | | |
| Cranes..... | \$ 51.50 | 31.15 |
| Oiler..... | \$ 43.45 | 31.15 |
| Truck Crane Oiler..... | \$ 45.73 | 31.15 |
| GROUP 3 | | |
| Cranes..... | \$ 50.02 | 31.15 |
| Hydraulic..... | \$ 45.07 | 31.15 |
| Oiler..... | \$ 43.23 | 31.15 |
| Truck Crane Oiler..... | \$ 45.46 | 31.15 |
| GROUP 4 | | |
| Cranes..... | \$ 48.00 | 31.15 |
| GROUP 5 | | |
| Cranes..... | \$ 46.70 | 31.15 |
| OPERATOR: Power Equipment | | |
| (Tunnel and Underground Work | | |
| - AREA 1:) | | |
| SHAFTS, STOPES, RAISES: | | |
| GROUP 1..... | \$ 47.52 | 31.15 |
| GROUP 1-A..... | \$ 49.99 | 31.15 |
| GROUP 2..... | \$ 46.26 | 31.15 |
| GROUP 3..... | \$ 44.93 | 31.15 |
| GROUP 4..... | \$ 43.79 | 31.15 |
| GROUP 5..... | \$ 42.65 | 31.15 |
| UNDERGROUND: | | |
| GROUP 1..... | \$ 47.42 | 31.15 |
| GROUP 1-A..... | \$ 49.89 | 31.15 |
| GROUP 2..... | \$ 46.16 | 31.15 |
| GROUP 3..... | \$ 44.83 | 31.15 |
| GROUP 4..... | \$ 43.69 | 31.15 |
| GROUP 5..... | \$ 42.55 | 31.15 |

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds.

m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable

crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cargy lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signaller; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump

operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts

Area 2: Remainder

IRON0433-006 07/01/2020

Rates

Fringes

IRONWORKER

Fence Erector.....\$ 34.58

24.81

Ornamental, Reinforcing
American Rail Engineer Corporation

Agreement
CV-PS-22-002

and Structural.....\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LAB00067-001 06/28/2021

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 26.05 | 12.75 |
| LABORER (Lead Removal) | | |
| Marin County..... | \$ 34.37 | 25.95 |
| Remaining Counties..... | \$ 33.37 | 25.95 |

LAB00067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, American Rail Engineer Corporation Agreement
CV-PS-22-002

MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person | | |
| Area A..... | \$ 29.54 | 22.17 |
| Area B..... | \$ 28.54 | 22.17 |
| Traffic Control Person I | | |
| Area A..... | \$ 29.84 | 22.17 |
| Area B..... | \$ 28.84 | 22.17 |
| Traffic Control Person II | | |
| Area A..... | \$ 27.34 | 22.17 |
| Area B..... | \$ 26.34 | 22.17 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 34.09 | 24.41 |

LAB00185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|--------------------------------------------------------------|-------|---------|
| American Rail Engineer Corporation Agreement CV-PS-22-002 | | |

Tunnel and Shaft Laborers:

| | | |
|---------------------------|----------|-------|
| GROUP 1..... | \$ 42.00 | 25.71 |
| GROUP 2..... | \$ 41.77 | 25.71 |
| GROUP 3..... | \$ 41.52 | 25.71 |
| GROUP 4..... | \$ 41.07 | 25.71 |
| GROUP 5..... | \$ 40.53 | 25.71 |
| Shotcrete Specialist..... | \$ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist

Group.....\$ 30.49 23.20

GROUP 1.....\$ 29.79 23.20

American Rail Engineer Corporation

Agreement

CV-PS-22-002

| | | |
|----------------|----------|-------|
| GROUP 1-a..... | \$ 30.01 | 23.20 |
| GROUP 1-c..... | \$ 30.01 | 23.20 |
| GROUP 1-e..... | \$ 30.34 | 23.20 |
| GROUP 1-f..... | \$ 30.37 | 23.20 |
| GROUP 2..... | \$ 29.64 | 23.20 |
| GROUP 3..... | \$ 29.54 | 23.20 |
| GROUP 4..... | \$ 23.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

| | | |
|-------------------------------------------|----------|-------|
| (1) New Construction..... | \$ 29.54 | 23.20 |
| (2) Establishment Warranty Period..... | \$ 23.23 | 23.20 |

LABORER (GUNITE - AREA B:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.75 | 22.31 |
| GROUP 2..... | \$ 29.25 | 22.31 |
| GROUP 3..... | \$ 28.66 | 22.31 |
| GROUP 4..... | \$ 28.54 | 22.31 |

LABORER (WRECKING - AREA B:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.79 | 23.20 |
| GROUP 2..... | \$ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2021

| | Rates | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender..... | \$ 35.82 | 28.45 |
| Work on a swing stage scaffold: \$1.00 per hour additional. | | |

LAB00261-002 06/28/2021

MARIN COUNTY

| | Rates | Fringes |
|-----------------------------------------------------------|-------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| American Rail Engineer Corporation Agreement CV-PS-22-002 | | |

| | |
|--------------------------------------|-------|
| Escort Driver, Flag Person..\$ 34.48 | 26.21 |
| Traffic Control Person I....\$ 34.78 | 26.21 |
| Traffic Control Person II...\$ 32.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 07/01/2021

MARIN COUNTY

| | Rates | Fringes |
|----------------------------|----------|---------|
| Tunnel and Shaft Laborers: | | |
| GROUP 1..... | \$ 42.00 | 25.71 |
| GROUP 2..... | \$ 41.77 | 25.71 |
| GROUP 3..... | \$ 41.52 | 25.71 |
| GROUP 4..... | \$ 41.07 | 25.71 |
| GROUP 5..... | \$ 40.53 | 25.71 |
| Shotcrete Specialist..... | \$ 42.52 | 25.71 |

TUNNEL AND SHAFT CLASSIFICATIONS

- GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen
 - GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)
 - GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house
 - GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)
- American Rail Engineer Corporation

Agreement

CV-PS-22-002

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2018

MARIN AND NAPA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 32.45 | 22.20 |

LAB00261-010 06/25/2018

MARIN COUNTY

| | Rates | Fringes |
|-----------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT | | |
| LABORERS - AREA A:) | | |
| Construction Specialist | | |
| Group..... | \$ 31.49 | 23.20 |
| GROUP 1..... | \$ 30.79 | 23.20 |
| GROUP 1-a..... | \$ 31.01 | 23.20 |
| GROUP 1-c..... | \$ 30.84 | 23.20 |
| GROUP 1-e..... | \$ 31.34 | 23.20 |
| GROUP 1-f..... | \$ 31.37 | 23.20 |
| GROUP 2..... | \$ 30.64 | 23.20 |
| GROUP 3..... | \$ 30.54 | 23.20 |
| GROUP 4..... | \$ 24.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

| | | |
|----------------------------|----------|-------|
| (1) New Construction..... | \$ 30.54 | 23.20 |
| (2) Establishment Warranty | | |
| Period..... | \$ 24.23 | 23.20 |

LABORER (GUNITE - AREA A:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 30.75 | 22.31 |
| GROUP 2..... | \$ 30.25 | 22.31 |
| GROUP 3..... | \$ 29.66 | 22.31 |
| GROUP 4..... | \$ 29.54 | 22.31 |

LABORER (WRECKING - AREA A:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 30.79 | 23.20 |
| GROUP 2..... | \$ 30.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging
American Rail Engineer Corporation
Agreement
CV-PS-22-002

scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreeed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2021

| | Rates | Fringes |
|-------------------------------------------------------------|----------|---------|
| Plasterer tender..... | \$ 35.82 | 28.45 |
| Work on a swing stage scaffold: \$1.00 per hour additional. | | |

LAB00324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

| | Rates | Fringes |
|----------------------------------------|----------|---------|
| LABORER (TRAFFIC CONTROL/LANE CLOSURE) | | |
| Escort Driver, Flag Person.. | \$ 33.48 | 26.21 |
| Traffic Control Person I.... | \$ 33.78 | 26.21 |
| Traffic Control Person II... | \$ 31.28 | 26.21 |

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

| | Rates | Fringes |
|--------------------------------------------------------------|----------|---------|
| Tunnel and Shaft Laborers: | | |
| GROUP 1..... | \$ 37.82 | 24.11 |
| GROUP 2..... | \$ 37.59 | 24.11 |
| GROUP 3..... | \$ 37.34 | 24.11 |
| GROUP 4..... | \$ 36.89 | 24.11 |
| GROUP 5..... | \$ 36.35 | 24.11 |
| Shotcrete Specialist..... | \$ 38.34 | 24.11 |
| American Rail Engineer Corporation Agreement CV-PS-22-002 | | |

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| LABORER | | |
| Mason Tender-Brick..... | \$ 31.45 | 22.20 |
| ----- | | |
| LAB00324-013 06/25/2018 | | |

NAPA, SOLANO, AND SONOMA COUNTIES

| | Rates | Fringes |
|------------------------------------|----------|---------|
| LABORER (CONSTRUCTION CRAFT | | |
| LABORERS - AREA B:) | | |
| Construction Specialist | | |
| Group..... | \$ 30.49 | 23.20 |
| GROUP 1..... | \$ 29.79 | 23.20 |
| GROUP 1-a | \$ 30.01 | 23.20 |
| American Rail Engineer Corporation | | |
| Agreement | | |
| CV-PS-22-002 | | |

| | | |
|----------------|----------|-------|
| GROUP 1-c..... | \$ 29.84 | 23.20 |
| GROUP 1-e..... | \$ 30.34 | 23.20 |
| GROUP 1-f..... | \$ 29.37 | 23.20 |
| GROUP 2..... | \$ 29.64 | 23.20 |
| GROUP 3..... | \$ 29.54 | 23.20 |
| GROUP 4..... | \$ 23.23 | 23.20 |

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

| | | |
|-------------------------------------------|----------|-------|
| (1) New Construction..... | \$ 29.54 | 23.20 |
| (2) Establishment Warranty Period..... | \$ 23.23 | 23.20 |

LABORER (GUNITE - AREA B:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.75 | 22.31 |
| GROUP 2..... | \$ 29.25 | 22.31 |
| GROUP 3..... | \$ 28.66 | 22.31 |
| GROUP 4..... | \$ 28.54 | 22.31 |

LABORER (WRECKING - AREA B:)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.79 | 23.20 |
| GROUP 2..... | \$ 29.64 | 23.20 |

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form

raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track drillers; Jack leg drillers; Wagon drillers; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All American Rail Engineer Corporation Agreement
CV-PS-22-002

employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2021

| | Rates | Fringes |
|-----------------------|----------|---------|
| Plasterer tender..... | \$ 35.82 | 28.45 |

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

PAIN0016-004 01/01/2021

MARIN, NAPA, SOLANO & SONOMA COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 45.22 | 25.48 |

PREMIUMS:
American Rail Engineer Corporation
Agreement
CV-PS-22-002

EXOTIC MATERIALS - \$1.25 additional per hour.
 SPRAY WORK: - \$0.50 additional per hour.
 INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and
 processing of goods for sale or service; steel construction
 (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
 over 50 feet - \$2.00 per hour additional
 100 to 180 feet - \$4.00 per hour additional
 Over 180 feet - \$6.00 per hour additional

 PAIN0016-005 07/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada
 Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey
 Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada
 Mountains), PLACER (west of the Sierra Nevada Mountains),
 PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
 Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
 YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 50.78 | 28.09 |

 PAIN0016-007 01/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra
 Nevada Mountains), GLENN, LASSEN (west of Highway 395,
 excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada
 Mountains), PLACER (west of the Sierra Nevada Mountains),
 PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada
 Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA
 COUNTIES

| | Rates | Fringes |
|----------------|----------|---------|
| Painters:..... | \$ 35.88 | 21.16 |

SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.25 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00
 additional per hour. 100 to 180 ft above ground or water
 level \$4.00 additional per hour. Over 180 ft above ground
 or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 48.60 | 27.43 |

PAIN0169-004 01/01/2022

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 54.77 | 31.45 |

* PAIN0567-001 07/01/2021

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|------------------------------|----------|---------|
| Painters: | | |
| Brush and Roller..... | \$ 31.80 | 13.54 |
| Spray Painter & Paperhanger. | \$ 33.39 | 13.54 |

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 31.01 | 15.48 |

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

| | Rates | Fringes |
|----------------------------------------------------------------------|----------|---------|
| Drywall | | |
| (1) Taper..... | \$ 35.20 | 14.02 |
| (2) Steeplejack - Taper, over 40 ft with open space below..... | \$ 36.70 | 14.02 |

PAIN0767-004 01/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 41.78 | 33.09 |

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2021

HIGHWAY IMPROVEMENT

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| Parking Lot Striping/Highway Marking: | | |
| GROUP 1..... | \$ 39.48 | 16.98 |
| GROUP 2..... | \$ 33.56 | 16.98 |
| GROUP 3..... | \$ 33.95 | 16.98 |

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2021

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| SOFT FLOOR LAYER..... | \$ 41.81 | 23.39 |

PLAS0300-003 07/01/2018

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PLASTERER

AREA 295: Alpine, Amador,
Butte, Colusa, El Dorado,
Glenn, Lassen, Modoc,
Nevada, Placer, Plumas,
American Rail Engineer Corporation
Agreement
CV-PS-22-002

| | | |
|-----------------------------------------------------------------------------------------------------------|----------|-------|
| Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties..... | \$ 32.70 | 31.68 |
| AREA 355: Marin..... | \$ 36.73 | 31.68 |
| AREA 355: Napa & Sonoma Counties..... | \$ 32.70 | 31.68 |

PLAS0300-005 07/01/2016

| | | |
|-----------------------------------|----------|---------|
| | Rates | Fringes |
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.15 | 23.27 |

PLUM0038-002 07/01/2021

MARIN AND SONOMA COUNTIES

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| | Rates | Fringes |
| PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE..... | \$ 67.15 | 44.21 |
| (2) All other work - NEW CONSTRUCTION RATE..... | \$ 79.00 | 46.01 |

PLUM0038-006 07/01/2021

MARIN & SONOMA COUNTIES

| | | |
|------------------------------------------------------------------|----------|---------|
| | Rates | Fringes |
| Landscape/Irrigation Fitter (Underground/Utility Fitter)..... | \$ 67.15 | 32.67 |

PLUM0228-001 01/01/2022
American Rail Engineer Corporation
Agreement
CV-PS-22-002

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER..... | \$ 43.00 | 36.44 |
| ----- | | |
| PLUM0343-001 07/01/2021 | | |

NAPA AND SOLANO COUNTIES

| | Rates | Fringes |
|-----------------------|----------|---------|
| PLUMBER/PIPEFITTER | | |
| Light Commercial..... | \$ 30.85 | 20.40 |
| All Other Work..... | \$ 56.00 | 39.61 |

DEFINITION OF LIGHT COMMERCIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

| | | |
|-------------------------|--|--|
| ----- | | |
| PLUM0350-001 08/01/2021 | | |

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

| | Rates | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 47.54 | 17.11 |
| ----- | | |

PLUM0355-001 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA
COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| Underground Utility Worker | | |
| /Landscape Fitter..... | \$ 30.90 | 16.80 |

PLUM0442-003 01/01/2022

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 48.75 | 33.94 |

PLUM0447-001 07/01/2021

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake
Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER
(excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| PLUMBER/PIPEFITTER | | |
| Journeyman..... | \$ 56.37 | 26.75 |
| Light Commercial Work..... | \$ 36.23 | 17.72 |

ROOF0081-006 08/01/2021

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|-------------|----------|---------|
| Roofer..... | \$ 47.17 | 19.86 |

ROOF0081-007 08/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Roofer..... | \$ 41.23 | 19.61 |
| ----- | | |
| SFCA0483-003 01/01/2022 | | |

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

| | Rates | Fringes |
|--------------------------------------------|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 70.55 | 35.39 |
| ----- | | |
| SFCA0669-003 04/01/2022 | | |

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| SPRINKLER FITTER..... | \$ 44.36 | 26.83 |
| ----- | | |
| SHEE0104-006 06/29/2020 | | |

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

| | Rates | Fringes |
|----------------------------------------------------------------------|----------|---------|
| Sheet Metal Worker Mechanical Contracts \$200,000 or less..... | \$ 55.92 | 45.29 |
| All other work..... | \$ 64.06 | 46.83 |
| ----- | | |
| SHEE0104-009 07/01/2021 | | |

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 47.85 | 41.90 |
| ----- | | |
| SHEE0104-010 07/01/2020 | | |

ALPINE COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| SHEET METAL WORKER..... | \$ 43.50 | 37.42 |
| ----- | | |
| SHEE0104-011 07/01/2020 | | |

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

| | Rates | Fringes |
|------------------------------------------------------------|----------|---------|
| Sheet Metal Worker (Metal decking and siding only)..... | \$ 44.45 | 35.55 |
| ----- | | |
| SHEE0104-014 07/01/2020 | | |

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

| | Rates | Fringes |
|------------------------------------------------------------|----------|---------|
| SHEET METAL WORKER (Metal Decking and Siding only)..... | \$ 44.45 | 35.55 |
| ----- | | |
| SHEE0104-019 07/01/2020 | | |

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
 AND TEHAMA COUNTIES

| | Rates | Fringes |
|-------------------------------------------|----------|---------|
| SHEET METAL WORKER | | |
| Mechanical Jobs \$200,000 & under..... | \$ 35.16 | 35.88 |
| Mechanical Jobs over \$200,000..... | \$ 46.60 | 40.21 |
| ----- | | |
| TEAM0094-001 07/01/2021 | | |

| | Rates | Fringes |
|-----------------------------------------------------------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 35.15 | 31.42 |
| GROUP 2..... | \$ 35.45 | 31.42 |
| GROUP 3..... | \$ 35.75 | 31.42 |
| GROUP 4..... | \$ 36.10 | 31.42 |
| GROUP 5..... | \$ 36.45 | 31.42 |
| American Rail Engineer Corporation Agreement CV-PS-22-002 | | |

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210
American Rail Engineer Corporation
Agreement
CV-PS-22-002

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"