



BOARD OF DIRECTORS MEETING AGENDA October 5, 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

[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, October 4, 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 September 21, 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
- 6b. Approval of Monthly Financial Reports – July and August 2022
- 6c. Authorize the Board Chair to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers, (IAMAW), Lodge No. 1414; and Approve a Resolution updating Fiscal Year 2022-23, Appendix C, Position Authorization

Regular Calendar

- 7. Approve a Resolution Authorizing the General Manager to Execute Contract No. CV-BB-22-003 with Ghilotti Bros., Inc. in the amount of \$1,237,052 for construction of Lakeville Street to Payran Street Pathway – *Presented by Michael Wiltermood*
- 8. SMART Transit Asset Management Plan (Information/Discussion) – *Presented by Heather McKillop*
- 9. Next Regular Meeting of the Board of Directors, October 19, 2022 – 1:30 PM
- 10. 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
September 21, 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 1:30pm. Directors Arnold, Bagby, Colin, Coursey, Fudge, Garbarino, Lucan and Pahre. Director Rogers absent; Director Connolly and Hillmer joined later.

2. Approval of the September 7, 2022, Board Meeting Minutes

MOTION: Vice Chair Pahre moved approval of September 7, 2022; Board Meeting Minutes as presented. Director Garbarino second. The motion carried 9-0 (Director Rogers absent; Director Connolly and Hillmer joined later)

3. Board Members Announcements

None

Director Hillmer joined 1:33pm

4. General Manager's Report

Director Connolly joined 1:35pm

General Manager Cumins provided a brief update on the following:

- Ridership
- Citizens Oversight Committee (COC) Update
- New Larkspur Signage
- Highlight of the Month
- Questions

Ridership Update

- Currently September weekday ridership up 101% vs. January 2022
- New ridership high last Wednesday, September 14, 2022 (2,278)
- Extreme heat in early September affected ridership
- Average weekday ridership for September to date is up 67% over last September, and at 75% of September 2019.

Citizens Oversight Committee (COC) Update

- Staff is Developing Bylaws of the Citizens Oversight Committee
- Next Steps - Send draft to Ad-Hoc Committee members for review

New Larkspur Signage

Presented a video of the new Larkspur signage to/from Ferry

Highlight of the Month

Maintenance of Way Employee of the month Jonathan Limon-Lopez

Comments

Director Fudge stated that she was very impressed with all the riders on Wednesday, September 14th. She said that the signage from the station to the Ferry is very helpful.

Director Coursey suggested that staff send the video and information to Jonathan Mathews of the Zochloe Public Square. He wrote a great article about the train to the future that ran in newspapers across California.

5. Public Comment on Non-Agenda Items

Dani Sheehan suggested that SMART staff take a proactive approach to guide riders to get to safely get to the Ferry.

Kevin Carroll asked if staff had any information on Bolt electrical bicycle company that went bankrupt. General Manager Cumins responded that alternative solutions are being considered.

6. Consent

- a. Accept Monthly Ridership Report – August 2022
- b. Authorize the General Manager to execute Contract Amendment No. 1 with Murphy, Campbell, Alliston & Quinn for legal services in an amount of \$100,000 and extend the term for two (2) years
- c. Authorize the Board Chair to Execute a Collective Bargaining Agreement with International Brotherhood of Teamsters Local Union Number 665; and Approve a Resolution Updating Fiscal Year 2022-23 Appendix C- Position Authorization

Comments

Chair Rabbitt thanked staff and the International Brotherhood of Teamster for going through good faith negotiations.

Vice Chair Pahre thanked staff for including the entire Collective Bargaining Agreement with the staff report.

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

MOTION: Director Arnold moved approval of the Consent Agenda Items as presented. Vice Chair Pahre second. The motion carried 1-0. ((Director Rogers absent)).

7. Fiscal Year 2022 Year End Investment Report (*Information/Discussion*) – Presented by Heather McKillop

Chief Financial Officer, Heather McKillop, stated that this report is required according to SMART's Investment Policy that was adopted as part of the annual budget. A large amount of funds (\$72,395,740) are held with the Sonoma County Treasury Pool, and smaller funds (\$30,421,219) are held at Bank of Marin. As of June 30, 2022, SMART's cash and investments on hand were \$102,816,959.

The Board policy has three main objectives for investments: 1) Safety of Principal; 2) Liquidity; and 3) Return on Investment. The easiest report to understand is page 77 of the Board packet, both reports are required by the Government Accounting Standards Board (GASB).

A total investment earnings for fiscal year 2022 were \$428,235, from which \$390,178 were unrestricted and \$38,057 was restricted. This amount is significant just based on interest rates.

Comments

Director Coursey asked for clarification on the reports. Ms. McKillop responded that the reports are shown in two different ways for reporting purposes by GASB.

8. Next Regular Meeting of the Board of Directors, October 5, 2022 – 1:30 PM
9. Adjournment - Meeting adjourned at 1:51pm.

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____

Resolution No. 2022-01.10 (OCT)
Sonoma-Marín Area Rail Transit District
October 5, 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. 2022-01.10 (OCT)
Sonoma-Marin Area Rail Transit District
October 5, 2022

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 5th day of October 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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



October 5, 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-Marín Area Rail Transit Board of Directors
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Approve Monthly Financial Reports

SUMMARY:

Revenues are reflected in the first section of the Monthly Financial Status report. We have provided a chart that lists the revenues forecasted in the FY 2022-23 budget which was approved by the Board in June 2022 and the amounts collected for the first two months of FY 2022-23. In addition, we have specifically broken out sales tax and fare revenues to show current and comparative information over the last four years.

Expenditures are reflected in the second part of the Monthly Financial Status report. Detail information on the approved budget, actual expenditures, and remaining budget have been provided. Please keep in mind that expenditures do not always occur on a straight-line basis, many large expenditures such as debt service only occur on specific intervals. In addition, we are including more extensive information on our capital program.

We have also included information regarding SMART's investment policy, where our funds are being held, and how much is currently being held. In addition, we have shown the current obligations, reserves, and fund balance requirements for FY 2022-23.

Very truly yours,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Monthly Financial Status Report
- 2) Contract Summary Report



MONTHLY FINANCIAL STATUS JULY/ AUGUST 2022

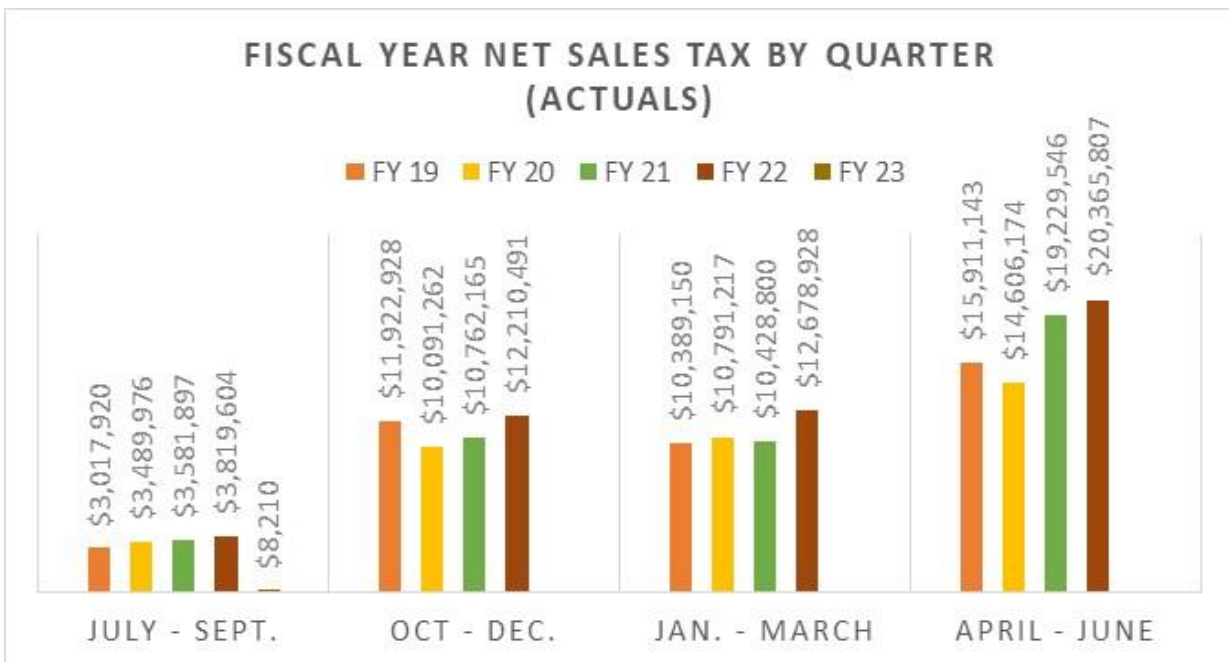
REVENUES

	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget	Comments
Revenues				
Passenger Rail				
Sales/Use Taxes	\$ 51,622,000	\$ 8,210	\$ (51,613,790)	Sales Taxes are recorded when received not when earned
Interest and Lease Earnings	\$ 544,381	\$ 108,223	\$ (436,158)	Leases renew throughout the year
Miscellaneous Revenues	\$ 255,900	\$ 52,878	\$ (203,022)	
Fare Revenue	\$ 2,310,768	\$ 220,095	\$ (2,090,673)	
State Grants	\$ 21,224,171	\$ 1,274,355	\$ (19,949,816)	State grants are received throughout the year
Charges For Services	\$ 28,325	\$ 12,996	\$ (15,329)	Includes dispatching and flagging services which are performed throughout the year
Federal Funds (Non-COVID Relief)	\$ 4,954,529	\$ 244,726	\$ (4,709,803)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Federal Funds (COVID)	\$ 7,507,797	\$ -	\$ (7,507,797)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Other Governments/ Misc.	\$ -	\$ 30,000	\$ 30,000	
Passenger Rail Subtotal	\$ 88,447,871	\$ 1,951,483	\$ (86,496,388)	
Freight				
Interest and Lease Earnings	\$ 145,743	\$ 25,598	\$ (120,145)	
Freight Movement Revenues	\$ 1,100,000	\$ -	\$ (1,100,000)	
Storage Fees	\$ 92,000	\$ -	\$ (92,000)	
State Grants	\$ 4,206,000	\$ -	\$ (4,206,000)	
Freight Subtotal	\$ 5,543,743	\$ 25,598	\$ (5,518,145)	
Total Revenues	\$ 93,991,614	\$ 1,977,081	\$ (92,014,533)	

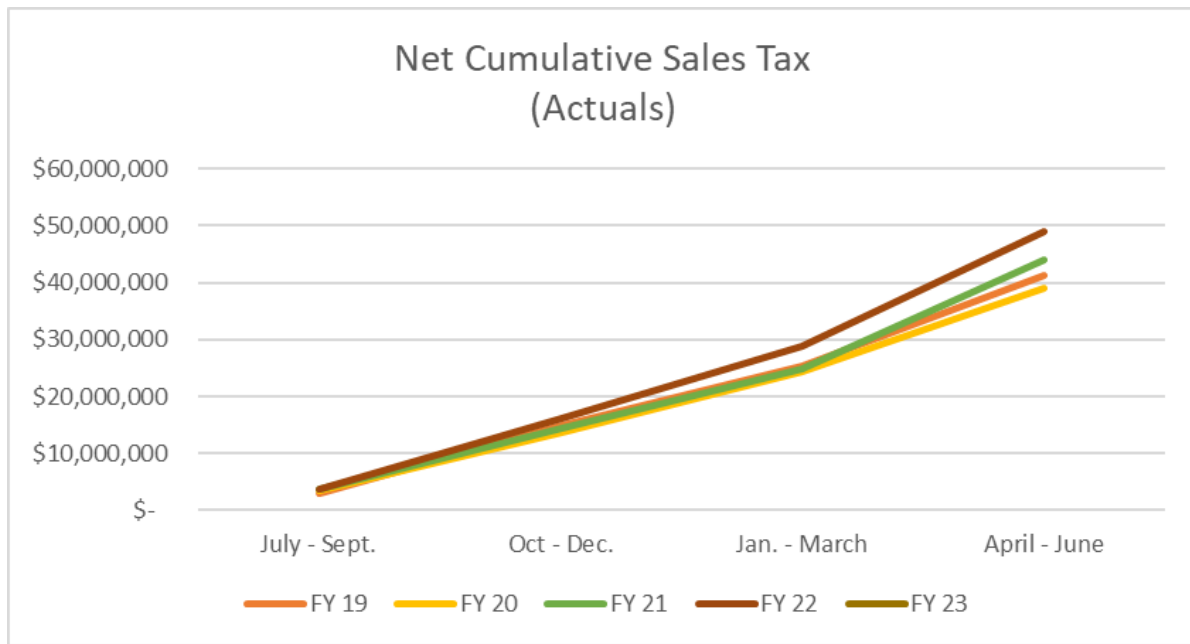
**Measure Q Sales Tax
Fiscal Year (FY) 2022/2023**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY 23 Budget	\$ 4,017,856	\$ 12,844,262	\$ 13,337,013	\$ 21,422,870
Actual	\$ 8,210.00			
Difference	\$ (4,009,646)			

**Fiscal Year 2019-2023 Net Sales Tax Comparison
(by Quarter)**

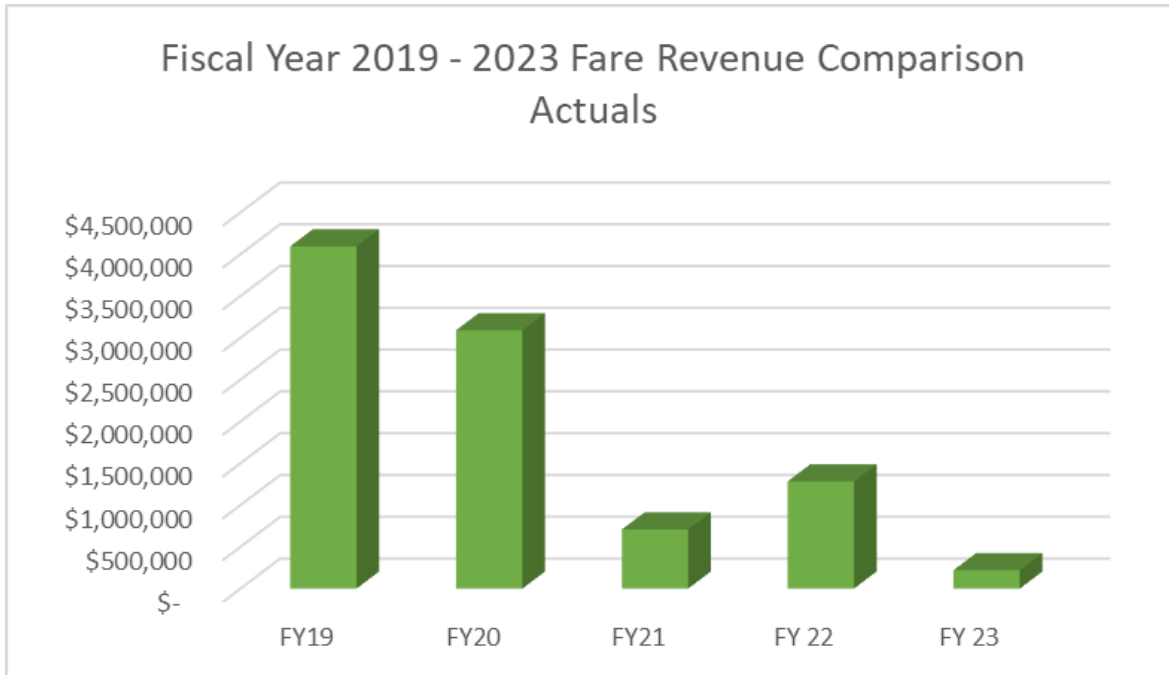


Fiscal Year 2019-2023 Net Cumulative Sales Tax Comparison

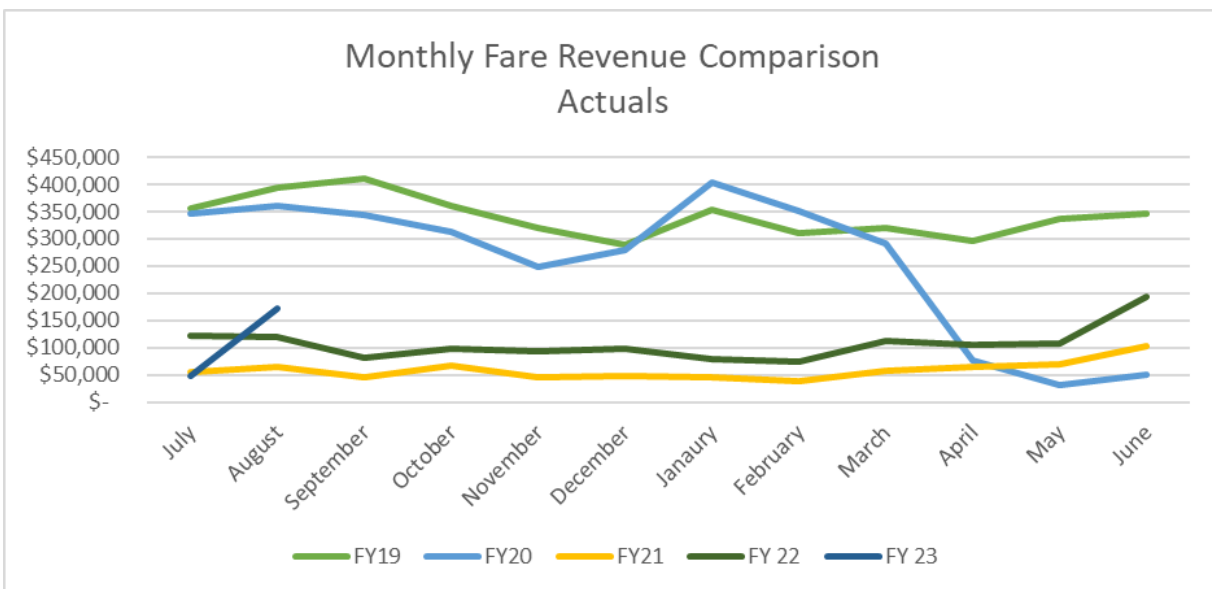


Note: Sales Taxes are recorded when received not when earned.

Fiscal Year 2019-2023 Fare Revenue Comparison



Fiscal Year 2019-2023 Monthly Fare Revenue Comparison



EXPENDITURES

Administration*	Operations	Capital	Freight
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*Gauge doesn't include principal debt service payment should show 78% spent

0% - 50% 50% - 75%
75% - 100%



0% - 50% 50% - 75%
75% - 100%



0% - 50% 50% - 75%
75% - 100%



0% - 50% 50% - 75%
75% - 100%



	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget
Expenditures			
Administration			
Salaries & Benefits	\$ 5,142,816	\$ 736,292	\$ (4,406,524)
Services & Supplies	\$ 10,490,789	\$ 1,002,969	\$ (9,487,820)
Debt Service	\$ 15,596,193	\$ -	\$ (15,596,193)
Machinery & Equipment	\$ 574,833	\$ 134,637	\$ (440,196)
Administration Subtotal	\$ 31,804,631	\$ 1,873,898	\$ (29,930,733)
Operations			
Salaries & Benefits	\$ 16,602,921	\$ 2,259,252	\$ (14,343,669)
Services & Supplies	\$ 6,612,449	\$ 349,186	\$ (6,263,263)
Buildings & Capital Improvements	\$ 2,703,691	\$ -	\$ (2,703,691)
Operations Subtotal	\$ 25,919,061	\$ 2,608,438	\$ (23,310,623)
Capital			
Salaries & Benefits	\$ 1,494,920	\$ 197,269	\$ (1,297,651)
Services & Supplies	\$ 1,495,450	\$ 5,673	\$ (1,489,777)
Machinery & Equipment	\$ 52,500	\$ -	\$ (52,500)
Infrastructure	\$ 19,832,829	\$ 11,860	\$ (19,820,969)
Capital Subtotal	\$ 22,875,699	\$ 214,802	\$ (22,660,897)
Freight	\$ 4,579,920	\$ 203,338	\$ (4,376,582)
Total All Expenditures	\$ 85,179,311	\$ 4,900,476	\$ (80,278,835)

CAPITAL PROJECTS

Capital Project Report						
		Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY23 (Includes Amended Budget)	Remaining to be Budgeted in Future Years	Project Status
PASSENGER RAIL PROJECTS						
Windsor Extension		\$ 65,000,000	\$24,256,464	\$ -	\$ 40,743,536	Funds on hold, pending MTC lawsuit on RM3 funding. Awaiting Supreme Court decision
Sonoma County Pathway Connector Project - Design & Construction		\$ 17,482,847	\$ 2,240,211	\$10,986,919	\$ 4,255,717	Finishing design & permitting stage - Will be combined with the Petaluma North Station for construction phase
Marin & Sonoma Pathway Design & Permitting		\$ 10,752,215	\$ 604,212	\$ 2,331,354	\$ 7,816,649	In design phase
McInnis Pkwy. at Bridgewater Dr. to Smith Ranch Rd. Construction (0.74 miles)		\$ 2,158,026	\$ -	\$ -	\$ 2,158,026	In design phase
Joe Rodota to 3rd St. Construction		\$ 296,824	\$ 17,330	\$ 255,199	\$ 24,295	In design - Construction will pend on grant execution
Payran to Lakeville Pathway - Design & Construction		\$ 1,140,096	\$ -	\$ 1,140,096	\$ -	Project pending Board approval 10/05/2022 for award of construction phase
Basalt Creek Timber Bridge Replacement		\$ 626,103	\$ 77,543	\$ 129,888	\$ 418,672	Completing environmental permitting and mitigation prior to construction
San Antonio Tributary Timber Trestle Replacement		\$ 1,071,264	\$ 81,358	\$ 222,240	\$ 767,666	In design phase
McDowell Blvd. Crossing Reconstruction - Design & FY21 Const.		\$ 1,150,000	\$ 35,744	\$ 1,000,000	\$ 114,256	In design phase - Will be combined with Petaluma North Station for construction phase
FREIGHT RAIL PROJECTS						
Black Point Bridge - Fender Replacement		\$ 875,742	\$ 89,044	\$ 722,800	\$ 63,898	Construction starting October 3rd
Highway 37 Grade Crossing Reconstruction		\$ 600,000	\$ -	\$ 600,000	\$ -	In design phase
Brazos Branch Bridge Repairs		\$ 944,749	\$ 16,594	\$ 915,269	\$ 12,886	In design phase

INVESTMENTS

Investments are guided by the SMART investment policy adopted each year with the budget. The policy outlines the guidelines and practices to be used in effectively managing SMART's available cash and investment portfolio. District funds that are not required for immediate cash requirements are to be invested in compliance with the California Code Section 53600, et seq.

SMART uses the Bank of Marin for day-to-day cash requirements and for longer term investments the Sonoma County Treasury Pool is used. This chart reflects a point in time verses a projection of future fund availability.

<u>Cash On Hand</u>	
Bank of Marin	\$ 30,255,606
Sonoma County Investment Pool *	\$ 64,836,744
Total Cash on Hand	\$ 95,092,350
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 3,574,676
Operating Reserve	\$ 10,000,000
Capital Sinking Fund	\$ 9,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 32,570,351
Cash Balance	\$ 62,521,999
Less: Current Encumbrances	\$ 8,353,192
Balance	\$ 54,168,807
Less: Estimated FY23 Year-end Fund Balance	\$ 45,365,112
Remaining Balance	\$ 8,803,695
* Does not include funds held by the trustee for debt service	



Contract Summary

Active Contracts as of August 1, 2022

PASSENGER RAIL

Contractor	Scope	Fiscal Year 22/23 Projected	Fiscal Year 22/23 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$110,000.00	\$8,940.00
AI-Media Technologies, LLC	Closed-Captioning Services	\$13,000.00	\$360.00
Air & Lube Systems, Inc.	Structural Alterations to the Rail Operation Center and Installation of the Wheel Press Machine	\$275,500.00	\$0.00
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$36,000.00	\$1,465.00
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$100,000.00	\$0.00
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$70,000.00	\$0.00
American Integrated Services, INC.	On-Call Biohazard Remediation Services	\$50,000.00	\$0.00
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design - Passenger	\$24,700.00	\$6,017.00
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$10,000.00	\$0.00
Atlas Copco Compressors, LLC	Air Compressor Maintenance Services	\$8,400.00	\$0.00
BBM Railway Equipment, LLC	Wheel Press Machine - Furnish, Install, Configure, Test, Commission, and Train SMART Staff	\$289,392.00	\$0.00
Becoming Independent	Emergency Bus Bridge Services	\$22,000.00	\$1,000.00
Bettin Investigations	Pre-Employment Investigation, Background Screening, and Related Services	\$2,500.00	\$0.00
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$1,164,451.00	\$0.00
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$60,000.00	\$4,392.00
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$10,980.00	\$915.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$12,410.00	\$0.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$25,000.00	\$0.00
Craft & Commerce, LLC	Marketing and Community Outreach Services and Support	\$200,000.00	\$12,500.00
CSW/Struber-Stroeh Engineering Group	Design and Permitting Services for 5 MUP Segments in Marin County	\$947,719.00	\$0.00
D Block Security	Security and Patrol Services	\$75,000.00	\$0.00
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services - Retention	\$5,250.00	\$0.00
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services - Passenger	\$38,000.00	\$0.00
Dikita Enterprises, Inc	NTD Compliant Passenger Counting Services	\$40,688.00	\$0.00
Doug Williams	Fire and Life Safety Consultant	\$3,585.00	\$255.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$0.00
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$25,000.00	\$1,800.00
Eide Bailly LLP	Financial Audit Services	\$50,885.00	\$0.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$0.00
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$18,000.00	\$1,157.00
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000.00	\$0.00
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$40,000.00	\$0.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$45,000.00	\$0.00
Golden Five, LLC	Microsoft 365 Consulting Services	\$44,000.00	\$3,910.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services - Passenger	\$2,200.00	\$0.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services - Freight	\$1,760.00	\$0.00
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$12,248.00	\$0.00
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$39,610.00	\$3,301.00
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$21,215.00	\$1,472.00
Hanson Bridgett LLP	Legal Services	\$150,000.00	\$0.00
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$9,774.00	\$0.00
Holland Company	Track Geometry and Measurement Services	\$24,000.00	\$0.00
Hulcher Services, Inc.	On-Call Derailment Services - Passenger	\$75,000.00	\$0.00
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$16,000.00	\$0.00
Integrated Security Controls, Inc.	CCTV Maintenance and Support	\$30,000.00	\$0.00
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$222,122.00	\$169,683.00
LC Disability Consulting	Disability Access Consulting	\$12,000.00	\$0.00
Leete Generators	Generator Inspection and Maintenance Services	\$5,000.00	\$0.00
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$5,000.00	\$0.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,000.00	\$4,750.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$58,000.00	\$2,435.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00
Mission Linen Supply	Employee Uniform Services	\$32,084.00	\$2,488.00
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$91,250.00	\$0.00

Contractor	Scope	Fiscal Year 22/23 Projected	Fiscal Year 22/23 Actuals-To-Date
MuniServices, LLC	Sales Tax Recovery Services	\$89,408.00	\$0.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$15,684.00	\$0.00
North Bay Petroleum	Provision of Fuel for DMUs - Passenger	\$1,473,353.00	\$0.00
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$200,000.00	\$9,671.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$8,679.00	\$930.00
Oil Stop, LLC	Automotive Repair and Service	\$2,000.00	\$520.00
Oracle	Fusion ERP System	\$60,000.00	\$0.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$27,500.00	\$0.00
Peterson Mechanical, Inc.	HVAC Maintenance Services	\$24,000.00	\$0.00
PFM Financial Advisors, LLC	Financial Advisory Services	\$75,000.00	\$0.00
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$255,000.00	\$198,306.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$31,150.00	\$1,295.00
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000.00	\$0.00
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$60,000.00	\$0.00
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$150,000.00	\$0.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$10,000.00	\$554.00
Sperry Rail Service	Rail Flaw Detection Services	\$13,500.00	\$0.00
SPTI Consulting, Inc.	Network Monitoring and Support Services	\$303,219.00	\$0.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000.00	\$0.00
Summit Signal, Inc.	Call-Out Maintenance and Repair Services for Signal Grade Crossings	\$10,000.00	\$0.00
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$2,800.00	\$0.00
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,820.00	\$0.00
Trailant, LLC	Online Training Program	\$3,000.00	\$0.00
Tri Valley Recycling, Inc.	eWaste Collection and Recycling	\$100.00	\$0.00
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$2,000.00	\$0.00
UTCRRAS, LLC	Wheel Pressing Services	\$25,000.00	\$0.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$5,000.00
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$282,704.00	\$20,996.00
Vista Broadband Networks, Inc.	Broadband Services	\$9,000.00	\$0.00
W.J.C. Electric, Inc. dba Hahn Automotive	Non-Revenue Vehicle Repair and Service	\$58,000.00	\$2,814.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$0.00
WRA, Inc.	As-Needed Environmental Consulting Services	\$100,000.00	\$0.00
	TOTALS:	\$8,242,770.00	\$466,926.00

FREIGHT			
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design - Freight - Brazos Line Bridge Repairs	\$50,000.00	\$21,698.00
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$10,000.00	\$0.00
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services - Freight	\$30,000.00	\$0.00
E&M Electric and Machinery, Inc.	Bridge Automation Software Design Services	\$2,500.00	\$0.00
Freight Rail Tracking Software Vendor	Freight Rail Tracking Software	\$29,574.00	\$0.00
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$32,850.00	\$3,041.00
Hue & Cry, Inc.	Security System at Schellville Depot	\$1,500.00	\$0.00
Hulcher Services, Inc.	On-Call Derailment Services - Freight	\$25,000.00	\$0.00
Lambertus J. Versteegen dba South West Locomotive Repair	Overhaul and Repair Services of Locomotive RP20DB	\$20,000.00	\$0.00
North Bay Petroleum	Provision of Fuel for Locomotives - Freight	\$90,000.00	\$0.00
Summit Signal, Inc.	Freight Routine Maintenance and Inspections	\$80,000.00	\$10,064.00
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$1,576.00	\$196.00
WRA, Inc.	Black Point Biological Monitoring - Freight	\$10,000.00	\$0.00
	TOTALS:	\$383,000.00	\$34,999.00

Actuals-To-Date includes invoices that have been approved as of July 31, 2022, but may not have been processed in SMART's Financial System.



October 5, 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: Authorize the Board Chair to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers, (IAMAW), Lodge No. 1414, and Approve a Resolution to Amend Fiscal Year 2022-23 Budget

Dear Board Members:

RECOMMENDATION:

Authorized the Board Chair to Execute a Collective Bargaining Agreement with the International Association of Machinists and Aerospace Workers, (IAMAW), Lodge No. 1414 and Approve Resolution No. 2022-32 updating Fiscal Year 2022-23, Appendix C, Position Authorization.

SUMMARY:

This agreement would be the third collective bargaining agreement between SMART and the Machinists Union which represents the Vehicle Maintenance Technicians/Trainees (12 FTE), Vehicle Maintenance Laborers (10 FTE), and Facilities Maintenance Technicians (3.0 FTE). The total number of staff currently allocated to the three job classes is twenty (25).

The agreement retains the District's current policies with modifications as indicated below.

The agreed upon terms include:

Term: October 3, 2022 – October 2, 2025

Salaries:

- Wage increases in the first year will be effective October 3, 2022.
- Subsequent wage increases will be effective at the beginning of the pay period following the eligibility date of the increase.

Cost of living adjustments are recommended for each year of the contract as shown in the table below.

Job Class	October 3, 2022 - June 30, 2023	Hourly Wage	July 1, 2023 - June 30, 2024	Hourly Wage	July 1, 2024 - October 2, 2025	Hourly Wage
Laborer	4.00%	\$32.85	2.60%	\$33.71	1.80%	\$34.31
Vehicle Maintenance Technician	4.50%	\$51.87	3.25%	\$53.56	1.25%	\$54.23
Vehicle Technician Trainee	4.50%	\$38.91	3.25%	\$40.17	1.25%	\$40.67
Facilities Maintenance Technician	4.75%	\$42.97	3.00%	\$44.26	1.25%	\$44.81

Signing Bonus:

- Provides a one-time signing bonus effective October 3, 2022, for existing employees in these classifications of \$400.

Safety Equipment

- The annual reimbursement amount for a pair of safety boots will be increased from \$200 to \$250 per fiscal year.
- The annual reimbursement amount for a pair of prescription safety glasses will be increased from \$175 to \$250 per fiscal year.

Shift Differential:

- Adds shift differential for Vehicle Maintenance Laborer employees of twenty-five cents (0.25) per hour for swing shift and fifty cents (0.50) per hour for night shift. An employee must work at least 51% of their total hours during a qualifying shift to receive differential. Shift differential will be paid on actual hours worked only. If, at its discretion, the District adopts a 4/10 schedule, a forty cent (0.40) per hour shift differential will apply for Laborer employees who work the second shift.

Recognition:

- Adds the job class of Vehicle Maintenance Technician Trainee to Article 2, Recognition, as a represented position.

FISCAL IMPACT: Funds are included in the Fiscal Year 2022-2023 Board Adopted Budget for these changes. Funds will need to be included in future budgets for the salary adjustments in Fiscal Year 2024 and Fiscal Year 2025.

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

Very truly yours,

/s/

Lisa Hansley
Human Resources Manager

Attachments:

- 1) Resolution No. 2022-32
- 2) Appendix C – Position Authorizations
- 3) International Association of Machinists and Aerospace Workers Union, Lodge 1414 Collective Bargaining Agreement

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2022-22 TO REVISE THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 TO PROVIDE FOR REVISED POSITION AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2022-2023, the Board duly considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

WHEREAS, on June 15, 2022, the Board adopted Resolution No. 2022-22 approving the Annual Budget for Fiscal Year 2022-2023; and

WHEREAS, Resolution No. 2022-22 considered the creation of employee positions and fixed the compensation and salary for those positions; and

WHEREAS, the Board desires to Amend the Annual Budget to provide the revised position authority for increased salary and benefit expenditures.

NOW THEREFORE, BE IT RESOLVED THAT THE Fiscal Year 2022-2023 Budget for the Sonoma-Marín Area Rail Transit District, Appendix C, SMART Position Authorization is hereby amended to revise Appendix C, Fiscal Year 2022-2023 Proposed Position Authorizations to reflect position revisions as shown below.

Position	FTE	Salary Annual	Salary Hourly
Facilities Maintenance Technician	3	\$85,322 \$89,374	\$41.02 \$42.97
Vehicle Maintenance Technician*	12	\$103,251 \$107,898	\$49.64 \$51.87
Vehicle Maintenance Technician Trainee*	2	\$77,438 \$80,923	\$37.23 \$38.91
Laborer	10	\$65,707 \$68,335	\$31.59 \$32.85

*Total Positions cannot exceed 12

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2022-22, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and nothing contained herein shall, or shall be construed to, modify, invalidate or otherwise affect any provision of Resolution 2022-22.

Resolution No. 2022-32
Sonoma-Marín Area Real Transit District
October 5, 2022

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 5th day of October 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

APPENDIX C - POSITION AUTHORIZATIONS

Department	# of Positions	Position Title	Hourly		Annual	
Administrative			Min	Max	Min	Max
	1	Accountant I	\$ 33.36	\$ 40.55	\$ 69,389	\$ 84,344
	1	Accounts Payable Technician	\$ 28.29	\$ 34.40	\$ 58,843	\$ 71,552
	2	Administrative Assistant	\$ 26.97	\$ 32.78	\$ 56,098	\$ 68,182
	1	Assistant General Counsel	\$ 86.50	\$ 105.14	\$ 179,920	\$ 218,691
	1	Assistant Planner	\$ 37.19	\$ 45.20	\$ 77,355	\$ 94,016
	1	Chief Financial Officer	\$ 115.24	\$ 140.07	\$ 239,699	\$ 291,346
	1	Budget and Grants Analyst	\$ 50.77	\$ 61.72	\$ 105,602	\$ 128,378
	1	Clerk of the Board	\$ 41.02	\$ 49.86	\$ 85,322	\$ 103,709
	1	Communications and Marketing Manager	\$ 70.33	\$ 85.48	\$ 146,286	\$ 177,798
	1	Community Outreach Coordinator	\$ 38.13	\$ 46.35	\$ 79,310	\$ 96,408
	1	Community Outreach Specialist	\$ 57.71	\$ 70.15	\$ 120,037	\$ 145,912
	1	Budget and Finance Manager	\$ 58.87	\$ 71.57	\$ 122,450	\$ 148,866
	1	General Counsel	\$ 115.24	\$ 140.07	\$ 239,699	\$ 291,346
	1	General Manager	\$ 143.60		\$ 298,688	-
	1	Human Resources Manager	\$ 70.08	\$ 85.19	\$ 145,766	\$ 177,195
	1	Human Resources Principal Analyst	\$ 57.71	\$ 70.15	\$ 120,037	\$ 145,912
	1	Human Resources Technician	\$ 35.39	\$ 43.02	\$ 73,611	\$ 89,482
	1	Information Systems Analyst	\$ 44.65	\$ 54.28	\$ 92,879	\$ 112,895
	1	Information Systems Manager	\$ 73.26	\$ 89.06	\$ 152,381	\$ 185,245
	1	Information Systems Technician	\$ 39.06	\$ 47.47	\$ 81,245	\$ 98,738
	1	Legal Administrative Assistant	\$ 35.39	\$ 43.02	\$ 73,611	\$ 89,482
	1	Payroll Technician	\$ 28.35	\$ 34.45	\$ 58,968	\$ 71,656
	1	Principal Planner	\$ 62.27	\$ 75.69	\$ 129,522	\$ 157,435
	1	Purchasing Assistant	\$ 29.49	\$ 35.85	\$ 61,339	\$ 74,568
	1	Procurement Manager	\$ 64.32	\$ 78.19	\$ 133,786	\$ 162,635
	1	Programming and Grants Manager	\$ 73.89	\$ 89.82	\$ 153,691	\$ 186,826
	1	Real Estate Manager	\$ 79.56	\$ 96.72	\$ 165,485	\$ 201,178
	1	Risk Manager	\$ 62.27	\$ 75.69	\$ 129,522	\$ 157,435
	1	Senior Planner	\$ 50.77	\$ 61.72	\$ 105,602	\$ 128,378
	1	Senior Real Estate Officer	\$ 53.60	\$ 65.14	\$ 111,488	\$ 135,491
	1	Accounting Manager	\$ 54.67	\$ 66.45	\$ 113,714	\$ 138,216
		Interns (Multiple)		\$ 17.00		
Total	32					

Department	# of Positions	Position Title	Hourly		Annual	
Capital			Min	Max	Min	Max
	1	Assistant Engineer	\$ 45.09	\$ 54.82	\$ 93,787	\$ 114,026
	2	Associate Engineer	\$ 53.60	\$ 65.14	\$ 111,488	\$ 135,491
	1	Chief Engineer	\$ 94.56	\$ 114.93	\$ 196,685	\$ 239,054
	1	Manager Train Control Systems	\$ 94.56	\$ 114.93	\$ 196,685	\$ 239,054
	1	Principal Engineer	\$ 70.33	\$ 85.48	\$ 146,286	\$ 177,798
	1	Senior Engineer	\$ 58.87	\$ 71.57	\$ 122,450	\$ 148,866
Total	7					

Department	# of Positions	Position Title	Hourly		Annual	
Operations			Min	Max	Min	Max
	1	Administrative Analyst / Purchasing	\$ 43.13	\$ 52.42	\$ 89,710	\$ 109,034
	1	Administrative Assistant	\$ 26.97	\$ 32.78	\$ 56,098	\$ 68,182
	1	Administrative Services Manager	\$ 45.09	\$ 54.82	\$ 93,787	\$ 114,026
	1	Assistant Superintendent of Transportation	\$ 63.18	\$ 76.80	\$ 131,414	\$ 159,744
	3	Bridge Tender		\$ 34.07		\$ 70,863
	1	Chief of Police	\$ 85.68	\$ 104.14	\$ 178,214	\$ 216,611
	3	Code Compliance Officer	\$ 34.55	\$ 41.98	\$ 71,864	\$ 87,318
	12	Controller /Supervisor	\$ 48.33	\$ 58.74	\$ 100,526	\$ 122,179
	11	Conductor *	\$ 35.08	\$ 41.26	\$ 72,966	\$ 85,821
	20	Engineer *	\$ 42.17	\$ 49.61	\$ 87,714	\$ 103,189
	1	Facilities Maintenance Supervisor	\$ 50.25	\$ 61.09	\$ 104,526	\$ 127,066
	3	Facilities Maintenance Technician		\$ 41.02		\$ 85,322
	3	Facilities Maintenance Technician		\$ 42.97		\$ 89,374
	10	Laborers - Vehicle Maintenance		\$ 31.59		\$ 65,707
	10	Laborers - Vehicle Maintenance		\$ 32.85		\$ 68,335
	2	Laborers - Track Maintenance		\$ 31.86		\$ 66,260
	1	Operations Manager	\$ 99.29	\$ 120.69	\$ 206,523	\$ 251,035
	2	Parts Clerk	\$ 32.06	\$ 38.98	\$ 66,685	\$ 81,078
	1	Railroad Information Systems Specialist	\$ 56.31	\$ 68.45	\$ 117,125	\$ 142,376
	1	Safety & Compliance Officer	\$ 65.31	\$ 79.39	\$ 135,845	\$ 165,131
	2	Signal Supervisor	\$ 53.60	\$ 65.14	\$ 111,488	\$ 135,491
	9	Signal Technician **		\$ 56.43		\$ 117,370
		Signal Technician Trainee (2) **		\$ 42.32		\$ 88,026
	1	Superintendent of Vehicle Maintenance	\$ 75.11	\$ 91.29	\$ 156,229	\$ 189,883
	1	Superintendent of Transportation	\$ 75.11	\$ 91.29	\$ 156,229	\$ 189,883
	1	Superintendent Signals and Way	\$ 75.11	\$ 91.29	\$ 156,229	\$ 189,883

	5	Track Maintainer I		\$ 42.20		\$ 87,785
	1	Track Maintainer II		\$ 46.42		\$ 96,559
	2	Track Maintenance Supervisor	\$ 50.14	\$ 60.94	\$ 104,288	\$ 126,764
	4	Vehicle Maintenance Supervisor	\$ 51.01	\$ 62.00	\$ 106,101	\$ 128,960
	12	Vehicle Maintenance Technician ***		\$ 49.64		\$ 103,251
	12	Vehicle Maintenance Technician ***		\$ 51.87		\$ 107,898
		Vehicle Maintenance Tech Trainee (2) ***		\$ 37.23		\$ 77,438
		Vehicle Maintenance Tech Trainee (2) ***		\$ 38.91		\$ 80,923
Total	113					

Department	# of Positions	Position Title	Hourly		Annual	
Freight			Min	Max	Min	Max
	0.5	Freight Administrative Assistant	\$ 26.97	\$ 32.78	\$ 56,098	\$ 68,182
	1	Freight Manager	\$ 75.11	\$ 91.29	\$ 156,229	\$ 189,883
	4.5	Freight Utility Worker	\$ 34.20	\$ 41.58	\$ 71,136	\$ 86,486
Total	6					

Total FTE 158

* Total positions cannot exceed 31.

** Total positions cannot exceed 9.

*** Total positions cannot exceed 12.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS,
AFL-CIO, MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190,

PENINSULA AUTO MECHANICS LOCAL LODGE 1414

OCTOBER 3, 2022 – October 2, 2025

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ARTICLE 1—PREAMBLE

A. THIS MEMORANDUM OF UNDERSTANDING, entered into this 3rd day of October 202, by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, its successors, lessees and assignees, hereinafter referred to as “**DISTRICT**” or “**SMART**”, and INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190, PENINSULA AUTOMOTIVE MACHINISTS LOCAL LODGE 1414, hereinafter referred to as the “**UNION**”, in compliance with the amended Meyers-Milias-Brown Act of the State of California.

B. The use of the pronouns “he” or “she”, “they” or “them” and the suffix “men” or “women” shall not be interpreted to refer to members of only one (1) sex but shall apply to members of either sex.

ARTICLE 2—RECOGNITION

A. The Union has been acknowledged as the formally recognized employee organization **of employees in the following job classes: Vehicle Maintenance Technician, Vehicle Maintenance Technician Trainee, Laborer, and Facilities Maintenance Technician.**

B. The parties agree that required meetings have been held between the representatives of the Union and of the DISTRICT concerning wages, hours, and other terms and conditions of employment, and both the Union and DISTRICT have complied with the requirements of the Meyers-Milias-Brown Act providing for such meetings and discussions.

ARTICLE - 3 UNION MEMBERSHIP

A. Pursuant to Government Code Sections 1150-1157 (SB 866) and Janus v. American Federation of State, County and Municipal Employees, Council 31, et al. 585, 138 S. Ct. 2448 (June 27, 2018) all employees working in positions covered by this agreement have the right to become members of the Union and shall remain members in good standing until such time as they notify the Union they no longer wish to be dues paying members.

B. The District will rely on a written certification from the Union requesting that the District deduct from employees’ wages an amount equal to the Union's monthly dues or fees authorized by the Union Bylaws. The Union has and will obtain and maintain signed employee authorizations for said wage deductions and will represent to the District that each bargaining unit employee is affirmatively consenting to the dues deductions consistent with federal law. After providing the required certification, the Union will not be required to provide a copy of individual authorizations to the District unless a dispute arises about the existence or terms of the authorization. The Union will, however, each month provide the District with a list of all active Union members and non-members in the bargaining unit.

C. Based on the certification from the Union described above, the District will deduct, monthly, the amount of Union regular and periodic dues and fees and any special membership assessments as may be specified by the Union under the authority of an authorization card signed by the employee. Dues deduction for employees will only be made upon the written certification from the Union. It is the Union's responsibility to provide timely notice of dues deduction authorizations to the District. The District requires ten (10) working days' notice of dues deduction authorization for an employee prior to the date the first deduction is to take effect.

D. Employees wishing to discontinue membership for reasons other than separation from employment shall give notice to the Union that they wish to discontinue dues deductions. It is the Union's responsibility to provide timely notice of dues deduction revocations to the District. Once notification has been received by the District to stop dues deductions for an employee, the change will be implemented at the beginning of the first pay period following the date that the District received notice.

E. If the employee authorizes dues payment by payroll deduction, the appropriate sum shall be deducted by SMART and paid to the Union on a monthly basis after collection of dues. The amount of dues deductions are determined by the Union and shall be provided in writing to the District on a quarterly basis at minimum or more frequently if changes in membership occur. The District will continue to honor deduction authorizations as specified by the Union until new authorization lists or revocations are provided by the Union.

F. Hold Harmless and Indemnity - The Union expressly agrees to indemnify and hold the District harmless from any and all claims, demands, or other actions relating to the District's compliance with this Agreement. This hold harmless and indemnity agreement shall include, but not be limited to, employee legal actions of any sort or nature against the District based upon or related to this Agreement, and shall include any costs, expenses and damages incurred in any such action. Further, in the event that the District undertakes disciplinary action against an employee pursuant to this Agreement, this hold harmless and indemnity subsection shall cover all costs, expenses and damages incurred by the District in defense of a lawsuit.

G. Change of Law - In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

ARTICLE 4 - DUES CHECKOFF

A. The Union will be granted permission by SMART to have regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by SMART.

B. Dues deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the

requirements for the assignment of wages as set forth in §300 of the California Labor Code. Dues deduction authorization may be revoked and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the UNION.

C. The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during any part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

D. Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as herein above provided for.

E. Dues withheld by SMART shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Funds may also be transmitted by ACH or other accepted electronic banking process.

F. The Union shall indemnify, defend and hold SMART harmless against any claim made and against any suit instituted against SMART on account of check-off of Union dues. In addition, the Union shall refund to SMART any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 5 – BUSINESS REPRESENTATIVE ACCESS

A. Any authorized business representative of the Union shall have the right to contact individual employees working within the representation unit represented by their organization in the DISTRICT. A Union business representative shall have access to SMART premises at a mutually agreeable time to investigate or adjust grievances, or conduct other necessary Union business. Except for emergency circumstances, requests for access to the Rail Operations Center (ROC) and other SMART Operations facilities will be made forty eight (48) hours in advance.

B. DISTRICT facilities may be made available for meetings upon timely application by employees and Union. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the designated Human Resources DISTRICT Representative under whose control the facility is placed.

ARTICLE 6—APPLICABLE LAW

A. The parties hereby acknowledge that this Memorandum of Understanding is subject to the provisions of the Meyers-Milias-Brown Act (Section 3500 through 3510 of the California Government Code) and all other applicable laws of the State of California. For the purpose of determining the conformance of the provisions of this Memorandum of Understanding with the applicable laws of the State of California, each provision of this Memorandum of Understanding shall be deemed separate and servable, from all other provisions of this Memorandum of Understanding. Should any provision or provisions of this Memorandum of Understanding be

found or become contrary to the applicable laws of the State of California either by judicial decision or amendment to the applicable laws of the State of California, such provision or provisions shall be deemed void and invalid for all purposes, but all other provisions of this Memorandum of Understanding shall remain in full force and effect unless the parties shall agree that to hold such other provision or provisions in full force and effect shall be inconsistent with the purpose and intention of this Memorandum of Understanding.

B. In the event there is a change in state or federal law which results in any provision of this Memorandum of Understanding being invalid or inconsistent with the law, the parties shall meet promptly concerning such provision.

ARTICLE 7 – MANAGEMENT RIGHTS

A. The exclusive rights of the District shall include, but not be limited to, the right to determine the organization of District, as well as its purpose and mission; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of any collective bargaining agreements that may exist; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether District goods and services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the District's services are to be provided, purchased, or contracted; to determine qualifications for employment; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the public.

B. All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards of hire, promotion and transfer of employees, and their discipline and discharge for cause are within the discretion of SMART. SMART's rules, policies and procedures, as may be amended from time to time, are necessary for efficient operations and infraction of these rules shall constitute cause for disciplinary action, up to and including discharge.

ARTICLE 8—LAYOFF NOTICE AND SEVERANCE PAY

A. District employees with seniority subject to lay off due to curtailment of forces, shall be given two (2) weeks (14 calendar days) advance notice of such lay off or two (2) weeks' pay in lieu of such notice. The provisions of this section shall not apply if notice of lay off is prevented by reason of fire, storm, major breakdown, labor dispute, or other cause beyond the control of DISTRICT.

B. Employees who quit without notice or who give less than two (2) weeks' notice, shall be paid only for time worked. Employees will have accrued, unused vacation and compensatory time off cashed out. Any accrued, unused sick leave will be cashed out at a rate of 25%.

C. The DISTRICT will pay for two months of the employee's COBRA medical coverage provided the employee has one or more years of service. Note: Under CALPERS medical, the employee is eligible to receive an additional month of insurance coverage after separation from employment if the employee agrees to pay their portion of the premium (15%) prior to the start of COBRA eligibility.

D. Employees on layoff will be recalled to work in seniority order within classification. Employees on layoff shall remain on the seniority list for the purpose of recall for a period not to exceed twelve (12) months following layoff. Employees who are recalled within twelve (12) months will retain all seniority accrued in prior service. Benefits do not accrue during a layoff period.

E. Recognizing the concerns of the employees, DISTRICT acknowledges it is not its intent to reduce positions in bargaining units by subcontracting. DISTRICT commits to meet and bargain in a reasonable time in good faith with the union about concerns with the DISTRICT's subcontracting. As required per AB 2224, Section 105143 of the Government Code, the District agrees that it will not contract out the performance of services performed by or fairly claimable by the employees of the bargaining unit without the agreement of the accredited representative of that bargaining unit's employees.

ARTICLE 9 - PROBATIONARY PERIOD

A. The probationary period shall be a trial period during which SMART evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.

B. All new employees shall be on probation for nine (9) months immediately following their date of hire. SMART has the right to extend the probationary period for three (3) months at its sole discretion. Extending the probationary period will be at the District's discretion and is not grievable or otherwise subject to review under any provision of this Labor Agreement. If an employee is absent from work for good cause during the probationary period, probation may be extended day for day by SMART to allow the employee to complete the full nine (9) months. New probationary employees may be disciplined or discharged at the total discretion of SMART and such actions shall not be subject to review under any provision of this Labor Agreement.

ARTICLE 10—NO WORK STOPPAGES

A. The Union agrees that during the life of this Agreement there shall be no strikes, slowdowns, or any other form of work stoppage, including sympathy strikes and the DISTRICT agrees that there shall be no lockouts.

ARTICLE 11—SAFETY AND TRAINING

- A. DISTRICT shall furnish necessary safety equipment as required for each respective job class covered under this MOU, which may include eye protection, hard hats, and safety belts. Employees working in rain or water shall be furnished with waterproof clothing and boots.
- B. The Union shall cooperate with DISTRICT and with each employee in carrying out all pertinent rules and regulations dealing with health, safety, and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty as a whole.
- C. Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Memorandum of Understanding. DISTRICT shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care, hospitalization, or both. DISTRICT shall post the name and address of the Workers' Compensation Insurance Carrier and information regarding the nearest medical clinic or hospital.
- D. Safety Boots - The DISTRICT will reimburse employees up to two hundred fifty dollars (\$250) per fiscal year for the purchase of safety boots if required for the performance of their job duties. Documentation of purchase/payment is required for reimbursement.
- E. Prescription Safety Glasses - The DISTRICT will reimburse employees up to two hundred fifty dollars (\$250) per fiscal year for the purchase of prescription safety glasses if required for the performance of their job duties. Documentation of purchase/payment is required for reimbursement.
- F. The District will hold regular District-wide safety meetings pursuant to Federal Railroad Administration regulations in which employees will have the opportunity to discuss safety matters. The Union may appoint an employee representative to the District Safety Committee. The committee will review health and safety concerns and make appropriate recommendations. Safety matters should also be directed to the employee's Supervisor or the Safety and Compliance Officer.

ARTICLE 12—SUCCESSOR CLAUSE

- A. This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained nor the certification of the exclusive bargaining agent shall be affected, modified, altered, or changed in any way by the consolidation, merger, sale, transfer, affiliation, or assignment of either party hereto, nor affected, modified, altered, or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical, or otherwise, in the location of place of business of either party.

ARTICLE 13—UNION ACTIVITY

A. Neither DISTRICT nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their rights to engage or not engage in Union activity.

ARTICLE 14—WORK SCHEDULES AND SHIFT BIDDING

A. The regular workday shall consist of eight (8) hours of work unless otherwise specified per an alternative work schedule agreement. Alternative work schedules, (i.e. 4/10) may be discussed and implemented at the discretion of the District if required by operational need. Employees working an alternative work schedule will not be eligible for overtime until the employee has worked more than ten (10) hours in a day or forty hours in a work week. Subsequent cessation of an alternative work schedule is not subject to the grievance procedure. The District work week begins on Monday and ends on Sunday.

B. Five (5) days of eight (8) hours each shall constitute a week's work for a full time employee unless an alternative work schedule agreement exists. Shift bids will be held every six (6) months, in April and October or whenever a new shift is added. SMART will distribute shift schedules to be bid upon at least ten (10) days prior to the scheduled bid.

C. Employees shall bid shifts according to the departmental seniority order. Assignments will be made to employees in seniority order from bids submitted prior to the close of the bid period every six (6) months. Employees will be given confirmation for bids submitted. SMART reserves the right to deny a bid if an employee does not have the required skills or training for the position.

D. Each employee will submit their bid on the date designated. If an employee is absent for their assigned bid day, the employee may give a proxy bid in writing to a shop steward to bid for the employee. If an employee does not bid on the assigned bid day or fails to submit a proxy bid, the employee will fall to the bottom of the list and bid in the last position. Final results will be posted within twenty-four (24) hours of the close of the bid at the SMART work facility where bidding members are assigned.

E. Employees on a leave of absence who will not be able to return to work for at least two (2) months of the bid period will not be permitted to bid, unless SMART and the Union mutually agree to permit the employee to bid. If the employee returns to work during the bid period, SMART will assign the employee to an open shift.

F. The Union shop steward will work with a SMART representative in processing the shift bids. All bids will be submitted in writing to the appropriate Division Superintendent or designee. The Superintendent will post and/or email copies of final results.

G. SMART reserves the right to determine staffing levels of daily assignments. If a shift becomes open on a temporary basis, and SMART determines to cover all or part of that shift, the coverage will be filled based on:

(a) Availability within the Hours of Service Regulations, if applicable; and

(b) By seniority order.

H. STANDBY PAY

H.1 An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty four (24) hour period the employee is on standby status, or for a period from the end of the employee's work shift and the beginning of the employee's next shift, if the standby assignment is less than 24 hours. Standby pay does not count toward the calculation of overtime. Standby pay will be offset by any actual hours worked if called out to work. While on standby, the employee must be fit for duty.

H.2 Any employee who is on standby until the next shift or for a twenty four (24) hour period and is called out for work shall be paid at the applicable rate of pay for all actual hours worked. Overtime rates will apply to all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.

I. COMPENSATORY TIME OFF

I.1 Employees may elect compensatory time off for any overtime work performed. Compensatory time off is earned at time and one half. Employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of hours has been accrued, employees shall receive overtime pay per District policy and may not elect compensatory time off until they fall below the maximum eighty- (80) hour accumulation.

I.2 No employee shall take compensatory time off without the prior approval of the employee's supervisor.

I.3 Each employee who is separated from District service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate of pay at the time of the employee's separation or as otherwise required by law.

J. POLICY FOR ROTATION OF OVERTIME IN THE VEHICLE MAINTENANCE TECHNICIAN AND LABORER JOB CLASSIFICATIONS

J1. Authorization

SMART may require employees to work overtime to ensure that the service is met and specific projects or assignments are completed on time. Employees are not entitled to overtime. As such, all overtime hours must be authorized by the Department Head or their designee as determined by operational need and/or emergencies.

J1.1 Employees may not work overtime without prior supervisory approval. Employees who do not gain approval before working overtime hours will be paid for such overtime but may be subject to discipline.

J2. Assignment of Overtime

J2.1 Overtime lists will be used to distribute planned non-emergency overtime in excess of four (4) hours. Lists will be developed by SMART Vehicle Maintenance Management. Use of the list, while desirable in all circumstances, is not required when the unit has less than 24 hours' notice of the need for the overtime assignment. The 24-hour time frame shall not be used as a means to avoid using voluntary overtime lists. Accepting an assignment of unplanned overtime with less than 24-hours' notice will not affect an employee's position on the list.

J2.2 The overtime list will **not** be used in the following circumstances:

- a. An employee calls in sick or is otherwise unavailable with less than 24-hour notice. If this is the case, the supervisor or manager will require an employee on the prior shift to stay over for up to four (4) hours and require an employee from the upcoming shift to come in up to four hours early.
- b. If the work to be done requires a specialized skill or training. In this case, overtime will be offered to the staff who have the required skill set.
- c. In emergency situations.

J2.3 Placement on the overtime list will be voluntary. Employees volunteering for placement on the initial lists will be listed in order of classification seniority. When an employee who is not on the list decides they would like to be eligible for overtime assignments, their name will be placed on the bottom of the list by a supervisor, regardless of seniority in class.

J3 Procedure

J3.1 When an overtime assignment becomes available, efforts will be made to contact the first employee on the list by phone or in person if employee is present at work.

- a) If phone is used to contact the employee, he/she will have 30 minutes to return the call or it will be considered a decline and the employee's name will be placed at the bottom of the overtime list.
- b) If employee answers the phone and declines overtime, the employee's name will be placed at the bottom of the list.
- c) Declining three consecutive offers of overtime assignments for 4 hours or more, will cause the employee's name to be removed from the list for the remainder of the calendar year.
- d) If the employee accepts the overtime, the employee's name will be placed at the bottom of the list.
- e) If all employees on the list decline the overtime, management may force assign the overtime by order of inverse seniority by shift.

J3.2 The overtime list shall be posted at all times.

ARTICLE 15—WORKERS' COMPENSATION

A. Workers' Compensation is a plan established by State Law under which payments are made to employees who become disabled due to accident or disease occurring as a direct result of their job. The cost of Workers' Compensation Insurance is paid entirely by the DISTRICT. If

you suffer an industrial injury, this coverage entitles you to receive all medical, surgical, and hospital treatment essential to the care or relief of the effects of your injury. In those cases where an employee receives benefits under this plan and is granted sick leave during a disability resulting from an on-the-job injury, DISTRICT shall receive credit against any Workers' Compensation Insurance granted to him, until such leave is exhausted. Payments to the employee will not exceed 100% of regular base pay.

B. Employees injured on the job who seek medical treatment for their injury during their regularly scheduled work hours will be compensated at their normal rate of pay for the initial medical evaluation. Subsequent physician's visits, if necessary, will be charged to sick leave if not scheduled outside of the employee's regular working hours.

ARTICLE 16—SENIORITY

A. In reduction and restoration of forces, when the senior employee is qualified to perform the required task, seniority shall prevail.

B. When two or more employees in the same job classification, have the same hire date, the last four digits of the social security number will be used as a tie breaker, with the larger number having seniority.

C. Seniority shall be considered broken by:

1. Discharge for just cause.

2. Resignation, including failure to respond to recall within forty-eight (48) hours from receipt of registered mail or failure to return to work within fourteen (14) calendar days after a recall notice is issued.

3. Twelve (12) consecutive months of unemployment, unless employee is unable to work due to an on-the-job injury or illness, in which case this period is extended to twenty-four 24 months.

ARTICLE 17—RECRUITMENT, SCREENING AND INTERVIEWING & EMPLOYMENT

A. When positions become available and authorized, DISTRICT will post the vacancy within DISTRICT, advertise outside as appropriate and at the same time notify the Union of such opening.

B. Applicants who meet the qualifications of the position description will undergo the District's selection process.

C. The DISTRICT will notify the Union of all new hires at least one week prior to the new employee's start date. All new hires will receive a new employee orientation on their first day

of employment. The DISTRICT agrees to allocate a thirty (30) minute timeframe during the new hire orientation schedule for Union representatives to meet with the new employee(s). A Union representative will contact a representative of the District's human resources department at least twenty four hours in advance of the new hire orientation date to arrange a time to meet with the new employee during the orientation process. If Union does not wish to send a representative to the new hire orientation, they may provide written materials to the DISTRICT Human Resources Department which will be provided to the new employee.

D. The DISTRICT will provide the Union with employee contact information within 30 days of the date of hire pursuant to AB 119, Section 3558 of the Government Code

ARTICLE 18—LEAVES

A. All leave time, including Holiday, Sick and Vacation leave will be processed in accordance with District policy HRM-0022 Leaves, as of date of ratification, except as modified herein. From time to time it may be necessary to modify District leave policy as required by Local, State or Federal law. Should the District be required by law to modify a leave policy, the District will notify the Union in writing of the required change. Any other proposed changes not required by law will be subject to the provisions of the Meyers-Milias Brown Act.

B. HOLIDAYS

B.1. The DISTRICT observes various District designated holidays each year. Regular full-time and part-time employees are eligible for paid District designated holidays. To be eligible for Holiday pay, employees must work or be on a pre-approved paid absence on the employee's regularly scheduled workdays the day before and the day after the holiday.

B.2. Paid holidays are as follows:

1. New Year's Day - January 1st
2. Martin Luther King, Jr.'s Birthday, third Monday in January.
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, the first Monday in September.
7. Veteran's Day, November 11th.
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day, December 25th.
11. Two (2) Floating Holidays
12. Each day appointed by the Governor of the State of California and formally recognized by the Board of Directors as a day of mourning or other special observance.

B.3. Floating Holidays. Two eight (8) hour days per year will be deemed as floating holidays, which may be taken at any time during the calendar year in which it is accrued provided a written request is made in advance and the supervisor approves such request in writing. Floating holiday pay will be pro-rated for part-time employees. Employees eligible for floating holidays are regular, Probationary, and at-will. Temporary and contracted employees are not eligible for floating holiday pay. Floating holiday pay must be taken in increments of eight (8) hours. Floating holiday hours must be used in the year that they are accrued and will not carry over from one calendar year to the next. If an eligible employee does not use their floating holiday hours during the calendar year, one eight (8) hour day may be paid out at the straight time rate following the end of the calendar year. Floating holiday hours are not eligible to be paid out upon separation of employment from the District. New hires hired prior to June 1st of each year will receive two floating holidays. New hires hired between June 1st and August 31st of each year will receive one (1) floating holiday. New hires on or after September 1st will not receive the floating holidays for that year. Supervisor approval is needed prior to scheduling a floating holiday.

C. VACATION ACCRUAL AND PAY

C.1 All regular and probationary full-time employees are eligible to accrue vacation leave based on hours worked on a maximum forty (40) hour workweek. Part-time employees who work a minimum of 20 hours per week shall accrue vacation on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full time employees. Vacation accrual schedules can be found in District policy HRM-0022 – Leaves.

C.2 Vacation Buyback. Each represented employee may request once a calendar year to receive payment for up to eighty (80) hours of accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. Such requests may be made bi-weekly during any pay period.

C.3 Additional Vacation Time – To allow for flexibility throughout the year, after the annual bid process been has completed, employees may request additional vacation or compensatory time off as needed. All such requests must be scheduled in advance and receive Supervisor approval. The District reserves the right to deny additional time off requests due to Operational needs.

D. SICK LEAVE ACCRUAL AND PAY

D.1 Regular and probationary full-time and part-time employees are eligible to receive sick pay. Each DISTRICT full-time employee will accrue up to 12 sick days (96 hours) per year, with no limit on accumulation. Regular part-time employees who work at least 20 hours per week are eligible to accrue paid sick leave on a pro-rata basis. In

accordance with AB 1522, Article 1.5. Section 246 (b)(1), the minimum sick leave accrual rate for regular part-time employees who work at least 20 hours per week will be one hour per every 30 hours worked. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time employees. Use of sick leave will be consistent with District policy HRM-0022 Leaves, Section 3, Sick Time Accrual and Pay.

E. MEDICAL AND OTHER LEGALLY REQUIRED LEAVES OF ABSENCE

E.1 Leaves of Absence are periods of time in which an employee is permitted to be away from work without being terminated or considered to have voluntarily resigned. Completion of the Probationary Period is required, except where state or federal laws require otherwise. Examples of circumstances where a leave of absence is appropriate are work-related disabilities, military duty and medical disabilities, (including pregnancy). In instances where the leave occurs during the Probationary Period, the Probationary period is extended by the time an employee is out on a leave. Leaves are generally unpaid time off, unless the employee is eligible for and has accrued time under the sick or vacation plans.

E.2 The General Manager or designee, on a case-by-case basis, may grant a leave of absence (LOA), depending on the nature of the leave and the business needs at that time. It is the employee's responsibility to maintain contact by phone or in writing, with his/her supervisor and/or the Human Resources Department while he/she is on a LOA. The employee must provide documentation supporting the need for the leave (e.g., physician's visit certification) and keep it up-to-date. Any holidays that occur while an employee is on a LOA are not paid unless accrued sick, compensatory and/or vacation time on the day prior to and after the District holiday are being used. Vacation and sick time does not accrue during a leave if an employee is in unpaid leave status.

E.3 All legally required leaves will be administered according to SMART policy HRM-0022 – Leaves. SMART reserves the right to update this policy as required to comply with changes in State, Federal or local laws.

ARTICLE 19—HEALTH AND LIFE INSURANCE

A. DISTRICT provides each employee with a comprehensive group insurance plan as outlined in District Policy HRM-0019 Employee Benefits.

B. New employees who work a minimum of 20 hours per week are eligible to participate in District health and welfare benefits on the first day of the month following their date of hire

ARTICLE 20—DISCIPLINE

A. SMART has the right to discipline or discharge employees for just cause. SMART employs a progressive disciplinary program, which program may include, but is not limited to, counseling, verbal warning, written warning, suspension, and discharge. Disciplinary action may begin at any step in the program depending upon the seriousness of the infraction. The District will notify the employee and the Union in writing of the commencement of a disciplinary investigation within ten (10) working days of the District's date of knowledge that the employee may have engaged in misconduct. Notification may be made by mail, email, and/or in-person delivery. For the purpose of this section, "working day" is defined as Monday through Friday.

B. The causes for which an employee may be disciplined or discharged shall include, but not be limited to, the following:

B.1 Dishonesty

B.2 Insubordination

B.3 Intoxication or use of alcoholic beverages or illegal drugs while on duty or on SMART property.

B.4 Sexual harassment or other harassment of fellow employees.

B.5 Serious Violation of SMART rules or policies.

B.6 Violation or non-compliance with Federal Railroad Administration rules and regulations.

B.7 Violence and/or threats of violence in the workplace.

C. SMART will inform regular employees in writing as to the reasons for a discharge or suspension.

D. Regular employees (those who have completed the Probationary Period) claiming that they were unjustly disciplined or discharged may challenge the discipline or discharge through the Discipline policy and procedures set forth in SMART's Discipline Policy, HRM-0018. HRM-0018 and any modifications thereto are incorporated into this Agreement and are binding on all parties. The Regular employee may be represented by the Union throughout the disciplinary process. Except as provided in paragraph E, no bargaining unit employee will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Department Manager.

E. Except when a serious act or occurrence is involved, or as required by Federal Railroad Administration regulations, a bargaining unit employee will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined in section B above.

E.1 If a bargaining unit employee is held out of service before a formal investigation, the District may elect to put the employee on Administrative Leave of Absence with pay during the

disciplinary process. Holding a bargaining unit employee out of service before a formal investigation or paying the employee for being out of service for less than a serious act or occurrence is not prejudging the employee.

F. The General Manager's or designee's decision shall only be appealed by the employee or by the Union on the employee's behalf to an Arbitrator selected by the Parties.

F.1 The request for arbitration may be filed in writing with the Human Resources Department not more than ten (10) working days from receipt of the General Manager's decision, or the right to appeal the decision is forfeited.

F.2 The decision will be resolved by an arbitrator, provided that the District and the Union agree on the issues to be arbitrated.

F.3 As soon as possible, but no later than ten (10) working days, after receipt of the request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.

F.4 Both parties will endeavor to submit the appeal to the arbitrator within twenty (20) working days after selection.

F.5 The decision of the arbitrator will be final and binding on all parties.

F.6 The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the decision, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.

F.7 The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the appeal and submitted to them, and will have no authority to consider any other issue not so submitted.

F.8 Any monetary award in favor of the employee is limited to lost wages and benefits suffered measured from the date of the imposed discipline forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.

F.9 All expenses of arbitration will be shared equally by the District and the employee.

F.10 Failure on the part of the District or the employee to appear in any matter before an arbitrator, without good cause, will result in forfeiture of the matter and responsibility for payment of all costs of arbitration.

F.11 Mediation may be used by both parties to assist them in resolving the disciplinary matter. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal to arbitration.

ARTICLE 21—GRIEVANCES

A. A grievance must be in writing, and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding or a work rule or resolution of SMART. Grievances will be processed in accordance with SMART policy HRM-0011 Grievance Procedure as modified herein.

B Selection appeals, disciplinary action, examination appeals, release from Probationary period, complaints of discrimination, the content of performance evaluations and reviews are not grievable hereunder.

B.1 A grievance may be filed by an employee on his/her own behalf or by the Union.

B.2 If it is asserted that the grievance is outside of the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 4 of the resolution process is reached, as defined below. At Step 4, the General Manager will evaluate the assertion, and make a ruling prior to hearing the grievance on its merits.

B.3 “Working Days” shall be defined as those in a normal, five-day work week, Monday through Friday.

C GRIEVANCE TIME LIMITS

C.1. Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

C.2 Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the Union the right to move the grievance to the next level.

D PROCEDURE

D.1 The District recognizes that disputes should be resolved at the lowest possible administrative level. When the grievance is filed by a bargaining unit employee, the grievant may be represented by the Union or a Union Steward throughout the grievance process.

E INFORMAL GRIEVANCE - STEP 1

E.1 The employee will discuss the grievance with his/her immediate supervisor within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of when the employee knew of or could have reasonably discovered such action or occurrence. The supervisor shall give his/her decision to the employee within ten (10) working days following the discussion.

E.2 Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

E.3 If the informal grievance is not resolved within ten (10) days, the grievant shall file a written formal grievance on a form provided by the District and served on the District by providing a copy to the Manager or Designee.

F FORMAL GRIEVANCE

F.1 STEP 2: Within ten (10) working days, after a formal grievance is filed, the Department Manager will investigate the grievance, confer with the Union in an attempt to resolve the grievance and make a decision in writing.

F.2 STEP 3: If the grievance is not resolved in Step 2 to the satisfaction of the Union, within ten (10) working days of receipt of the Department Manager's decision, the Union may request consideration of the grievance by the General Manager or General Manager's Designee, by notifying the Human Resources Department in writing.

1) Within ten (10) working days after such notification, the General Manager or Designee will investigate the grievance, conferring with person(s) affected to the extent he or she deems necessary, and will render a decision in writing.

2) If the written decision of the General Manager or Designee resolves the grievance to the satisfaction of the Union, it will bind the District.

3) If the Union is not satisfied with the decision of the General Manager or Designee or has not received a response within the time limits specified in Step 3, the Union may proceed to Step 4.

F.3. STEP 4 Arbitration: Should the matter remain unresolved in Step 3 above, a final consideration of the grievance to Step 4, arbitration, may be filed in writing with the Human Resources Department not more than ten (10) working days from receipt of the General Manager or Designee's decision.

1) The grievance will be determined by an arbitrator, provided that the District and the grievant agree on the issues to be arbitrated.

2) As soon as possible, but no later than ten (10) working days, after receipt of the Step 4 request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.

3) Both parties will endeavor to submit the grievance to the arbitrator within twenty (20) working days after selection.

4) The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the grievance, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.

- 5) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the grievance and submitted to them, and will have no authority to consider any other issue not so submitted.
- 6) Any monetary award in favor of the grievant is limited to lost wages or benefits suffered measured from the date of the grievance forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 7) The decision will be final and binding on all parties.

F.4 GENERAL CONSIDERATIONS

F.4.1. The Human Resources Department will act as the central repository for all grievance records.

F.4.2 All expenses of arbitration will be shared equally by the District and the Union.

F.4.3 Failure on the part of the District or the Union to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.

F.4.4 The grievant's or Union designee's signature is required at each step of the grievance procedure.

F.4.5 A copy of the grievance will be provided to the General Manager at each step of the grievance process.

F.4.6 New issues if not set forth in the original grievance must be filed separately if timely.

F.4.7 Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal under Step 5 of the grievance procedure.

ARTICLE 22—BULLETIN BOARDS

A. Reasonable space shall be allowed on bulletin boards as specified by DISTRICT for use by the Union to communicate with DISTRICT employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets, or any other place. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

B. The Union may post within the employee work or rest area a written notice which sets forth the name and address of the Union, the recognized employee organization for such unit.

ARTICLE 23—SHOP STEWARD

A. The Union may select an employee in the recognized unit and/or work area to serve as Shop Steward. The Union shall notify DISTRICT, or its representative, in writing, of the appointment of a Shop Steward, and DISTRICT shall notify the Union of the Shop Steward's termination. The Shop Steward shall receive no loss in pay for performing duties of official Union Business, during his/her assigned shift, for this bargaining unit pertaining to negotiation and/or enforcement of the Memorandum Of Understanding. The shop steward shall, as much as possible, perform their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time away from their regular duties in advance to perform their duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least 48 hours in advance.

ARTICLE 24—WAGES AND CLASSIFICATIONS

A. Wages for this Unit of employees will be as shown below:

Job Class	October 3, 2022 - June 30, 2023	Hourly Wage	July 1, 2023 - June 30, 2024	Hourly Wage	July 1, 2024 - October 2, 2025	Hourly Wage
Laborer	4.00%	\$32.85	2.60%	\$33.71	1.80%	\$34.31
Vehicle Maintenance Technician	4.50%	\$51.87	3.25%	\$53.56	1.25%	\$54.23
Vehicle Technician Trainee	4.50%	\$38.91	3.25%	\$40.17	1.25%	\$40.67
Facilities Maintenance Technician	4.75%	\$42.97	3.00%	\$44.26	1.25%	\$44.81

B. Wages for the current fiscal year will be effective October 3, 2022, following ratification of the Agreement. Subsequent wage increases will be effective at the beginning of the next pay period following the eligibility date.

B.1 A signing bonus of four hundred dollars (\$400) will be paid on the first pay period following ratification of the agreement.

B.2 Shift Differential for Vehicle Maintenance Laborers

Employees in the Vehicle Maintenance Laborer job class will be eligible for shift differential as shown below. Shift differential will be paid on actual hours worked only. Paid leave hours do not qualify for shift differential and will be paid at the base hourly rate. An employee must work at least 51% of total hours during a qualifying shift to receive differential.

Swing Shift: \$0.25

Night Shift: \$0.50

4/10's Second Shift: \$0.40

B.3 The pay schedule for District employees is bi-weekly, payable every other Friday. Each pay period shall cover fourteen (14) consecutive calendar days and shall start on the Monday and end on the second Sunday thereafter. Employees shall be paid for each hour in pay status and other compensation five calendar days following the end of the pay period. If a holiday falls on said day, payment shall be made on the preceding workday.

C. Certification - During the term of this Agreement. DISTRICT will pay the registration fee and test cost for any certification tests taken related to the bargaining unit employee's job duties for tests required by the District.

D. TEMPORARY PROMOTION

D.1 When an incumbent in a position is on an extended leave or a position becomes vacant, the Department Manager may choose to fill a position by temporarily promoting an existing DISTRICT employee. In order to be considered for temporary promotion, the candidate must meet the minimum qualifications of the higher job class. Only such vacancies expected to last for thirty (30) days or longer may be filled by temporary promotion.

D.2 When a regular employee is temporarily assigned to substantially fulfill the duties of a higher position for thirty (30) or more working days, the employee will be temporarily promoted, in writing, and given a temporary merit increase of 5% above the employee's current pay level in his/her regular position.

D.3 A single assignment performed in a higher classification does not qualify an employee for temporary promotion pay consideration. Further, when the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for temporary promotion.

D.4 When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in a temporary promotion capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the temporary appointment and will count toward the completion of the Probationary period in the new position.

D.5 When the incumbent of the higher-level class returns to work or is replaced on a permanent basis by another individual from an employment list, the individual promoted on a temporary basis will be returned to his/her former job class and rate of pay. Time spent in the higher job class will count towards seniority in the former job class.

ARTICLE 25—UNIFORMS

A. DISTRICT shall provide sufficient uniforms for employees as needed for performance of their respective job duties and will launder uniforms at no charge to employees.

ARTICLE 26 —PENSION PLAN

A. CalPERS

- A.1 The DISTRICT and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall continue to contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations.
- A.2 Employees hired on or after January 1, 2013, the effective date of the new CalPERS Retirement Plan, (2% @ Age 62) shall be covered by the terms of that retirement plan.

B. 457b Deferred Compensation

- B.1 The DISTRICT has available to all employees a 457 b Deferred Compensation Plan. This plan allows employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings. For employees hired after June 1, 2012, the DISTRICT will match employee voluntary contributions up to a maximum of 2% of annual base salary.

ARTICLE 27 --TERM OF AGREEMENT

A. This Agreement shall become effective October 3, 2022, and remain in effect to and including October 2, 2025, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Agreement. If such notice or notices are not given, the Agreement shall be deemed to be renewed for the succeeding year.

B. IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this 5th day of October 2022.

FOR DISTRICT

APPROVED

David Rabbitt
Chair, Board of Directors

Attest
Leticia Rosas-Mendoza, Clerk of the
Board

SMART NEGOTIATORS

Diane O'Malley, Chief Negotiator

Lisa Hansley
SMART Human Resources

FOR THE UNION

RATIFIED

Steve Older
Area Director

IAM NEGOTIATORS

Steve Older
Business Representative

Charles Pina
Employee Representative



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

October 5, 2022

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

SUBJECT: Approve a Resolution Authorizing the General Manager to Execute Construction Contract No. CV-BB-22-003 with Ghilotti Bros., Inc. in the amount of \$1,237,052

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2022-31 authorizing the General Manager to execute Construction Contract No. CV-BB-22-003 with Ghilotti Bros., Inc. in the amount of \$1,237,052. This contract is for the construction of a section of multi-use pathway and shifting of industry track between Lakeville Street and Payran Street in Petaluma, providing a connection between the existing Payran Street to Southpoint Boulevard Pathway and Lakeville Street.

SUMMARY:

SMART continues to construct pathway segments to make important station connections and improve the first/last mile connectivity throughout the SMART system. This contract will build a 0.2-mile multi-use pathway and sidewalk connections at each end. This route between Lakeville Street and Payran Street extends the east-west route passing through the middle of Petaluma. The required environmental mitigation will occur at a nearby site adjacent to the Petaluma River.

An Invitation for Bid was issued on August 19, 2022, to procure a contractor to construct this pathway segment. SMART held a Pre-Bid Conference and Site Visit on August 26, 2022, allowing contractors and subcontractors to walk the project site. SMART conducted the public bid opening on September 14, 2022, where the bids received were read out loud and tabulated.

SMART received a total of 3 sealed bids from the following contractors:

CONTRACTOR	BID AMOUNT
Ghilotti Bros, Inc.	\$1,237,052.00
Ghilotti Construction Company	\$1,754,156.00
Granite Construction Company	\$1,512,687.00

Following evaluations of each bid, SMART determined Ghilotti Bros. Inc. to have submitted the lowest responsive responsible bid for the construction of the Non-Motorized Pathway from Lakeville Street to Payran Street.

The total cost for this project is \$1,484,462 and primarily grant funded with Measure Q making up the remaining funds. The Federal Transportation Authorities Quick Strike Grant program provides \$806,000 with measure Q providing the remaining \$678,462.

Staff recommends approving Resolution No. 2022-31 authorizing the General Manager to execute Construction Contract No. CV-BB-22-003 with Ghilotti Bros. Inc. in the amount of \$1,237,052. For construction of the Lakeville Street to Payran Street multi-use pathway in Petaluma.

FISCAL IMPACT: Funding is included in the Fiscal Year 2022-23 budget.

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

Very truly yours,

/s/
Bill Gamlen
Chief Engineer

Attachment(s): 1) Resolution No. 2022-31
2) Ghilotti Bros., Inc. Contract Agreement

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. CV-BB-22-003 WITH GHILOTTI BROS. INC. FOR THE CONSTRUCTION OF NON-MOTORIZED PATHWAY BETWEEN LAKEVILLE ST AND PAYRAN ST IN PETALUMA

WHEREAS, The Sonoma-Marín Area Rail Transit District (SMART) prepared construction documents for a segment of non-motorized pathway between Lakeville Street and Payran Street in Petaluma; and

WHEREAS, SMART initiated a formal Invitation for Bid for Construction Contract No. CV-BB-22-003 on August 19, 2022, which included advertising the opportunity in local newspapers, trade journals, the SMART website and other related outreach outlets; and

WHEREAS, SMART conducted a pre-bid conference for interested contractors on August 26, 2022; and

WHEREAS, SMART received three bids on September 14, 2022 and conducted a public bid opening; and

WHEREAS, Ghilotti Bros. Inc. submitted the lowest bid for the work of \$1,237,052; and

WHEREAS, SMART determined that Ghilotti Bros. Inc. submitted the lowest responsive and responsible bid; and

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

1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. The General Manager is authorized to execute Contract No. CV-BB-22-003 with Ghilotti Bros. Inc. in the amount of \$1,237,052.

Resolution No. 2022-31
Sonoma-Marin Area Rail Transit District
October 5, 2022

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 5th day of October 2022, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

DOCUMENT 00 52 00
AGREEMENT FOR CONTRACTOR SERVICES

This agreement (“Agreement”), dated as of October 5, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District, a Special District of the State of California (hereinafter “SMART”), and Ghilotti Bros., Inc., whose place of business is located at 525 Jacoby Street, San Rafael, CA 94901 (hereinafter “Contractor”).

**CONSTRUCTION OF NON-MOTORIZED PATHWAY –
LAKEVILLE ST. TO PAYRAN ST. (MP 39.0 – MP 39.2)**

CONTRACT # CV-BB-22-003

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set for, Contractor and SMART agree as follows:

A G R E E M E N T

ARTICLE 1. LIST OF EXHIBITS

Section 1.01 The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Schedule of Rates
- (b) Exhibit B: FTA & DOT Requirements
- (c) Exhibit C: Federal Wage Determination

ARTICLE 2. WORK.

Section 2.01 Contractor shall complete all work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

ARTICLE 3. NOTICES TO SMART.

Section 3.01 SMART has designated Michael Wiltermood, Project Manager, to act as SMART’s Representative(s), who will represent SMART in performing SMART’s duties and responsibilities and exercising SMART’s rights and authorities in Contract Documents. SMART may change the individual(s) acting as SMART’s Representative(s), or delegate one or more specific functions to one or more specific SMART’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each SMART’s Representative is the beneficiary of all Contractor obligations to SMART, including without limitation, all releases and indemnities.

Section 3.02 All notices or demands to SMART under the Contract Documents shall be to SMART’s Representative at: **5401 Old Redwood Hwy Suite 200, Petaluma, CA, 94954** or to such other person(s) and address(es) as SMART shall provide to

Contractor.

ARTICLE 4. CONTRACT TIME AND LIQUIDATED DAMAGES.

Section 4.01 Contract Time and Notice to Proceed. Contractor shall achieve Substantial Completion of the project within ninety (90) calendar days from the date from when the Notice to Proceed is issued.

Contractor shall achieve full project completion and final invoicing of the project within fifteen (15) calendar days following the date of Substantial Completion.

SMART may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 01 77 00 - Contract Closeout Procedures included in the General Requirements.

Section 4.02 Liquidated Damages. SMART and Contractor recognize that time is of the essence for this Agreement and that SMART will suffer financial loss if the Contractor causes an operational service delay [Passenger or Freight]. Consistent with Article 14 of Document 00 70 00 (General Conditions), Contractor and SMART agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by SMART because of an operational service delay. Accordingly, SMART and Contractor agree that as liquidated damages for delay Contractor shall pay SMART \$1,867.00 per hour delayed rounded up to the next hour.

ARTICLE 5. CONTRACT SUM.

Section 5.01 SMART shall pay Contractor the Contract Sum for completion of Work in accordance with the Contract Documents as follows:

Total Contract Sum: \$1,237,052.00

The Contract Sum includes all allowances (if any).

ARTICLE 6. CONTRACTOR REPRESENTATIONS.

In order to induce SMART to enter into this Agreement, Contractor makes the following representations and warranties:

Section 6.01 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, all local conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto..

Section 6.02 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

Section 6.03 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 70 00 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

Section 6.04 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Section 6.05 Contractor has given SMART prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by SMART is acceptable to Contractor.

Section 6.06 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

Section 6.07 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Section 6.08 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
Able Fence Company, Inc. PO Box 219 Petaluma, CA 94953	Fencing Items 15, 16, 17, 18	409607
Reliable Tree Experts, Inc. PO Box 2376 Berkley, CA 94702	Clear & Grub Item 4	1083768
Chrisp Company	Striping and Signs Items 19, 24, 25	374600

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
PO Box 1368 Freemont, CA 94538		
Mike Brown Electric Co. 561 A Mercantile Drive Cotati, CA 94931	Electrical Item 27	306767
Railworks Track Services 5 Penn Plaza, 15 th Floor New York, NY 10001	Railwork Items 28, 29	987265
Vulcan Materials 260 Ghilotti Ave Santa Rosa, CA 95407	HMA and Class II AB Items 7, 8, 20, 21, 22, 23	N/A
Shamrock Materials 400 Hopper Street, Petaluma, CA 94952	Concrete Items 20, 21, 22, 23	N/A
Green Vista Landscape 4050 Alvis Ct, Rocklin, CA 95677	Erosion Control Item 5	878017

Section 6.09 Contractor has designated Chris Lovi, Project Manager, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated Tom Hyland, Superintendent, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to SMART, but Contractor is limited to two representatives.

Project Manager:	Chris Lovi	Superintendent:	Tom Hyland
Address:	525 Jacoby Street San Rafael, CA 94901		525 Jacoby Street San Rafael, CA 94901
Phone:	415-720-2114		415-760-9502
Email:	chrisl@gbi1914.com		tomh@gbi1914.com

ARTICLE 7. CONTRACTOR DOCUMENTS.

Section 7.01 Contract Documents consist of the following documents incorporated by reference, including all changes, reference documents, Addenda, and Modifications thereto:

Document 00 52 00:	This Agreement
IFB:	Invitation for Bid
Document 00 70 00:	General Conditions
General Requirements:	General Requirements
Technical Specifications:	Technical Specifications
Plansheets:	Plansheets
Permits:	Permits

Section 7.02 There are no Contract Documents other than those listed in Section 7.01. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 70 00 (General Conditions).

ARTICLE 8. INSURANCE.

Contractor shall procure and maintain for the duration of the Agreement insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors with limits and deductibles specified below:

Section 8.01 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 8.02 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 \$5,000,000 per occurrence. Said insurance shall remain in effect for five (5) years after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. A follow form Excess Liability policy may be utilized to satisfy the required limits of liability under this section.

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 8.03 Comprehensive Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 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 8.04 Contractor's Pollution Liability Insurance. Contractor's Pollution Liability Insurance in an amount no less than \$2,000,000 per occurrence or claim. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no insured vs. insured exclusion in the policy.

Section 8.05 Railroad Protective Liability Insurance. Prior to commencement of construction activities, Contractor shall procure and maintain Railroad Protective Liability insurance, in SMART's name, with limits of liability of no less than \$5,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The

additional named insureds shall be the Sonoma-Marín Area Rail Transit District, and shall cover all other railroads operating on the right-of-way.

Section 8.06 Builder's Risk Insurance. Builder's risk covering all risks of direct physical loss of or damage to property (including additional perils of flood, earthquake and collapse) with a limit of \$1,237,052.00. Coverage shall apply to all materials, supplies, and equipment that are consumed on or intended for specific installation in the Project while such materials, supplies, and equipment are located at the Project site(s). Coverage for transit and storage away from the Project site(s) shall be covered as appropriate.

Section 8.07 Endorsements. Prior to commencing work, Contractor 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 (as 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 Contractor 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 Contractor. Said policy shall protect Contractor 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) Contractor hereby grants to SMART a waiver of any right to subrogation which any insurer of said Contractor may acquire against SMART by virtue of the payment of any loss under such insurance. Contractor 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. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A.M. Best Company rating of A VII or better. Such insurance company shall be authorized to transact business in the state of California. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of SMART, warrant such increase. Contractor shall increase required insurance amounts upon direction by SMART.

Section 8.08 Deductibles and Retentions. Contractor shall be responsible for payment of any insurance premiums, including any charges for required waivers of

subrogation or the endorsement of additional insured. Contractor shall also be responsible for the payment of all deductibles or retention on Contractor's policies without right of contribution from SMART.

Section 8.09 Injuries. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from SMART under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from SMART, SMART may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If SMART is compelled to pay compensation, SMART may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse SMART.

Section 8.10 Subcontractor Responsibility. Contractor shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure SMART is named additional insured on insurance required from subcontractors.

Section 8.11 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Contractor 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, Contractor shall purchase "extending reporting" coverage for a minimum of three (3) years after completion of the work.

Section 8.12 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, Contractor shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Contractor 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. Contractor 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 8.13 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 8.14 Material Breach. If Contractor, 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 Contractor resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

ARTICLE 9. MISCELLANEOUS.

Section 9.01 Terms and Abbreviations. Terms and abbreviations used in this Agreement are defined in Document 00 70 00 (General Conditions) and Section 01 42 19 (Reference Standards) included in the General Requirements and will have the meaning indicated therein.

Section 9.02 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. If paper meets the 30 percent requirement, the recycling logo should be printed on the project.

Section 9.03 Signers of this Agreement. It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of SMART or acting as an employee, agent, or representative of SMART, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the SMART is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Section 9.04 No Assignment of Contract. Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

Section 9.05 Assignment of Rights to Awarding Body. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2

(commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time SMART tenders final payment to Contractor, without further acknowledgment by the parties.

Section 9.06 Prevailing Wages. Contractor and all Subcontractors shall pay to all workers employed not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

All Contractors, contractors, and subcontractors doing business with public agencies through 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 Programs, 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.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and shall be made available to any interested party on request.

Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

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 9.07 Licensing Laws. The Contractor 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 9.08 Drug-Free Workplace. Contractor certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 9.09 Continuation of Work. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining

parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

Section 9.10 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 9.11 Claims Procedures. Contractor accepts the claims procedure established by Article 12 of Document 00 70 00 (General Conditions), as established under Section 930.2 of the California Government Code.

Section 9.12 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 9.13 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 9.14 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 9.15 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.

CONTRACTOR: GHILOTTI BROS., INC.

By: _____
Michael M. Ghilotti, 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
SCHEDULE OF RATES

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
1	Mobilization	1	LS	\$60,000.00	\$60,000.00
2	Work Delineation Fencing	1	LS	\$12,000.00	\$12,000.00
3	Traffic Control	1	LS	\$30,000.00	\$30,000.00
4	Clearing & Grubbing	1	LS	\$12,000.00	\$12,000.00
5	Erosion & Water Protection Control (SWPPP)	1	LS	\$26,000.00	\$26,000.00
6	Earthwork	1	LS	\$72,000.00	\$72,000.00
7	Hot Mix Asphalt	492	TON	\$217.00	\$106,764.00
8	Class II Aggregate Base	120	CY	\$213.00	\$25,560.00
9	12" RCP (Class III)	36	LF	\$365.00	\$13,140.00
10	18" RCP (Class V)	21	LF	\$265.00	\$5,565.00
11	12" RCP (Class V)	45	LF	\$195.00	\$8,775.00
12	Drainage Inlet (STA. 1+72.97)	1	EA	\$8,500.00	\$8,500.00
13	Drainage Inlet (STA. 11+21.29)	1	EA	\$4,500.00	\$4,500.00
14	Rock Slope Protection (Light, Method B)	3	CY	\$900.00	\$2,700.00
15	4' Chain Link Fence (Type CL-4, Blk. Vinyl Clad)	480	LF	\$80.00	\$38,400.00
16	6' Chain Link Fence (Type CL-6, Standard)	1330	LF	\$59.00	\$78,470.00
17	Double Leaf Swing Gate	2	EA	\$3,300.00	\$6,600.00
18	Channelization Railing	113	LF	\$260.00	\$29,380.00
19	Traffic Stripes and Pavement Markings	1	LS	\$16,000.00	\$16,000.00
20	Minor Concrete (Curb Ramp)	7	CY	\$5,000.00	\$35,000.00
21	Minor Concrete (Sidewalk)	5	CY	\$5,000.00	\$25,000.00
22	Minor Concrete (Curb and Gutter)	96	LF	\$122.00	\$11,712.00
23	Minor Concrete (Curb)	26	LF	\$61.00	\$1,586.00
24	Signs – Single Post	15	EA	\$350.00	\$5,250.00
25	Channelizer	2	EA	\$65.00	\$130.00
26	Detectable Warning Surface	160	SQFT	\$35.00	\$5,600.00
27	Vehicular Traffic Signal – Payran St.	1	LS	\$284,000.00	\$284,000.00
28	Ballast	270	CY	\$46.00	\$12,420.00
29	Track Shift & Lakeville Rail Crossing	1	LS	\$300,000.00	\$300,000.00
TOTAL BID PRICE:					\$1,237,052.00

The cost listed in each line item are in United States Dollars and include all costs for labor, materials, supervision, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the required

work.

ITEM DESCRIPTIONS:

1. Item 1: Mobilization

Mobilization shall be paid for at the contract lump sum price, which price shall not exceed 5% of the contract amount and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and doing all the work involved in mobilization and de-mobilization, including developing water supply, establishing a staging area, notification, coordination with crews of other contractors and any other items enumerated in SMART Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefore.

2. Item 2: Work Delineation Fencing

Work Delineation Fencing shall be paid at the contract lump sum price. Contractor shall install roughly 1550' of work zone temporary fencing (type ESA) between active rail property and construction zone. Price shall include install, maintenance during work, and removal once the permanent fence has been installed. Temporary work delineation fencing shall be installed 10' from centerline of nearest active track between construction area and track.

3. Item 3: Traffic Control

Traffic Control shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, encroachment permits, notifications, and doing all work involved in vehicular and pedestrian traffic control including, but not limited to, temporary relocation of regulatory signs, installing project and public notification signs, flagging, providing, placing, maintaining, and removal of temporary paths and/or ramps, excavation, compaction, furnishing, and placement of asphalt concrete and/or PCC, barricades, toe-rails, hand rails.

4. Item 4: Clearing and Grubbing

Will be measured and paid for as a lump sum which price shall include all labor, materials, and equipment required to clear and grub the area of work prior to performing earthwork. This work includes, but is not limited to the removal of shrubs, vegetation and other materials, tree trimming, hauling, removal and disposal of roughly 110 LF of chain link fence, site restoration and clean-up in accordance with SMART's technical specifications.

5. Item 5: Erosion Control & SWPPP

Erosion Control & SWPPP will be measured and paid for as a Lump Sum which price shall include all labor, materials, and equipment required to install, maintain, and remove temporary erosion control, including but not limited to water pollution control program. Shall

include final stabilization of construction site in accordance with post construction measures of NPDES permit.

6. Item 6: Earthwork

Earthwork will be measured and paid at the contract lump sum price. Price shall include all labor, materials, and equipment required to prepare all subgrade including grading, excavating, and preparing the grading plane including drainage features. Project shall be a zero offhaul project. All excess material shall be used onsite and final elevations may be modified to accommodate excess material. Full compensation for handwork around existing trees, fences, poles, storm drains and other facilities shall be considered as included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

7. Item 7: Hot Mix Asphalt

Shall be paid for at the contract price per ton, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and doing all work involved in placing asphalt concrete, including tack coat and any other work required for the installation of asphalt concrete not specifically enumerated in the State Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefore.

8. Item 8: Class II Aggregate Base

Aggregate Base shall be paid for at the contract price per cubic yard, which price shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in furnishing and placing the base material as specified, including furnishing, hauling, and applying water as specified and directed by the Engineer, and any other work required for the installation of class 2 aggregate base not specifically enumerated in the State Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefore.

9. Items 9, 10, & 11: Culverts & Drainage

Culverts & Drainage will be paid for at the contract price per linear foot of the type, class and size of pipe specified, which price shall include full compensation for furnishing all labor, tools, materials, and equipment, including all couplings and fittings, and for doing all the work involved in installing concrete storm drains, including but not limited to, excavation and disposal of excavated materials; dewatering trench; disposal of soil and groundwater in conformance the Technical Specifications; contamination awareness; reinforced concrete pipe; concrete collars; felt expansion joint material if required; connections to new or existing structures or mains including sealing of penetrations water tight; supporting or removal and disposal as necessary of existing utilities in the same trench; placing and compacting all required bedding and backfill including control density fill if required; trench plates as needed; temporary trench paving; replacement of street striping or pavement markings; cleaning and flushing; all required testing; and any other work required for the removal and replacement of concrete storm drain pipe not specifically enumerated in the

applicable Agency Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefore.

10. Items 12 & 13: Drainage Inlet

Drainage Inlet will be paid for at the contract price per each installed of the type specified, which price shall include full compensation for furnishing all labor, tools, materials, and equipment, including all couplings and fittings, and for doing all the work involved in installing concrete storm drains, including but not limited to, excavation and disposal of excavated materials; dewatering trench; disposal of soil and groundwater in conformance with the Technical Specifications; contamination awareness; reinforced concrete pipe; concrete collars; felt expansion joint material if required; connections to new or existing structures or mains including sealing of penetrations water tight; supporting or removal and disposal as necessary of existing utilities in the same trench; placing and compacting all required bedding and backfill including control density fill if required; trench plates as needed; temporary trench paving; replacement of street striping or pavement markings; cleaning and flushing; all required testing; video inspection, and any other work required for the removal and replacement of concrete storm drain pipe not specifically enumerated in the applicable Agency Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefore.

11. Item 14: Rock Slope Protection

Rock Slope Protection shall be measured and paid for on a cubic yard basis, cost shall include excavation, backfill, and rock slope protection fabric. Full compensation for excavation, backfill and rock slope protection fabric shall be considered as included in the contract price paid for Rock Slope Protection and no additional compensation will be allowed. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including, but not limited to, excavation, backfill and rock slope protection fabric, shall be considered as included in the contract price for Rock Slope Protection of the classes as shown on the plans.

12. Items 15 & 16: Fences

Chain Link Fences shall be measured and paid by the linear foot of the various heights of Chain Link Fence in conformance with Sections 32 31 13 of the Technical Specifications and plan set and no additional compensation will be allowed.

13. Item 17: Double Leaf Swing Gate

Double Leaf Swing Gate shall be measured per each installed. Gates shall be installed in accordance with Caltrans Standard A85. Full compensation shall include all materials, fabrication, labor, materials, tools, equipment, and all work involved to install the gates.

14. Item 18: Channelization Railing

Galvanized Metal Hand Railing shall be measured and paid for by the linear foot which shall include full compensation for removal of existing railing, materials, fabrication, labor, materials, tools, equipment, and all work involved in the installation of metal hand railings.

15. Item 19: Traffic Striping and Pavement Markings

Traffic Stripes and Pavement Markings shall be measured and paid as a lump sum including full compensation for all work including labor, equipment, materials, city inspection fees shall be paid as a lump under Traffic Stripes and Pavement markings. Bid item shall include all work at Lakeville St., the multi-use pathway, and Payran St.

16. Items 20, 21, 22, & 23: Minor Concrete

Minor Concrete shall be measured and paid for on a square foot (SF), linear foot (LF), or each installed price as shown on the bid schedule. The contract unit price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing minor concrete complete in place, including but not limited to, demolition, removal and disposal of excavated material, backfill and compaction, forming, expansion joint filler, reinforcing, doweling, pigmentation, applying curing material, removing discoloring, furnishing and installing truncated dome warning systems, and any other items necessary to install minor concrete not specifically enumerated in the Agency Standards, these Special Provisions or on the Project Plans, and no additional allowance will be made therefor. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing the Curb Ramps complete in place, including marking, and sub grade preparation, shall be included in the contract price, and no additional allowance will be made therefore.

17. Item 24: Signs

Signs will be measured and paid for each sign installed in accordance with Sections 10 14 00 of the Standard Specifications and the contract drawings including full compensation for all work including labor, equipment, and materials. Contractor shall install, provide sign, signpost including concrete, and hardware as shown in plans.

18. Item 25: Channelizers

Channelizers will be measured and paid for each installed including full compensation for all work including labor, equipment, and materials.

19. Item 26: Detectable Warning Surface

Detectable Warning Surface will be measured and paid for by the Square Foot. Construction shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions and shall include all work including labor, equipment, and materials.

20. Item 27: Vehicular Traffic Signal – Payran St.

Signalized Crossing shall include all work herein and shall be paid as a Lump Sum price including all labor, equipment, engineering drawings, submittals, coordination with SMART, materials, and workmanship. No other compensation shall be made. Work includes but is not limited to Installation of traffic controller cabinet assembly, service equipment enclosure, battery back-up system, emergency vehicle preemption detection, GPS antenna system, video vehicle detection system, pedestrian push button system, signal heads and poles, and associated conduits and conductors. Installation of CPUC flashing light assembly including construction of foundations, pull boxes and conduit, installation of railroad signal interconnect system including pull boxes, conduits, conductors, and railroad interface panel in traffic cabinet.

21. Item 28: Ballast

Ballast & Subballast shall be paid for at the contract price per cubic yard, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and all work involved in furnishing and placing the material as specified, including furnishing, hauling.

22. Item 29: Track Shift & Lakeville Rail Crossing

Track Shift & Lakeville Rail Crossing shall be paid for at the contract price as a Lump Sum. Price shall include full compensation for furnishing all labor, materials, tools, and equipment to shift an estimated 1120 linear feet of track and replace an estimated 30% of ties & materials. This bid item shall include all labor, materials including concrete panels, tools, and equipment required for all earthwork, trackwork, in Lakeville Rd. including demolition, construction, and disposal of excess materials.

EXHIBIT B
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.

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-Marín 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-Marin 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-Marin 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 C
FEDERAL WAGE DETERMINATION

[TO BE ATTACHED]



October 5, 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 Transit Asset Management Plan (STAMP)

Dear Board Members:

RECOMMENDATION: Information Item

SUMMARY:

Transit Asset Management (TAM) is a business model that prioritizes funding based on the condition of transit assets to achieve and maintain a state of good repair (SGR). The Federal Transit Administration's final rule regarding Transit Asset Management and the National Transit Database (NTD) was implemented in July of 2016. As part of the TAM regulation, transit providers are required to update their entire plan every four years. In addition, SMART is required to provide annual submission of asset inventory and narrative reports. These reports are due as part of our NTD submission each October.

The final rule distinguishes between larger and smaller or rural transit agencies. FTA defines a Tier 1 provider as one that (1) owns, operates, or manages either 101 or more vehicles in revenues service during peak regular serve or any one non-fixed route mode (2) operates rail transit. Based on that criterion, SMART is considered a Tier I agency, so all requirements of the plan apply.

The attached Asset Management Plan complies with all the requirements.

Very truly yours,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s): SMART's Transit Asset Management Plan

2022-2026

SMART TRANSIT ASSET MANAGEMENT PLAN (STAMP)



Sonoma-Marin Area Rail Transit District
September 30, 2022

Contents

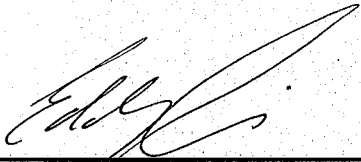
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ACCOUNTABLE EXECUTIVE APPROVAL SHEET

This document outlines the Sonoma-Marín Area Rail Transit District's approach to Transit Asset Management in accordance with 49 CFR Part 625.

As the Accountable Executive, I acknowledge that I have reviewed this document and found it to be consistent with SMART's approach and commitment to keeping its overall operation in a State of Good Repair.



Eddy Cumins
General Manager

9/28/2022

Date

1 Introduction

1.1 Background

As part of MAP-21 and the subsequent Fixing America's Surface Transportation (FAST) Act, the Federal Transit Administration (FTA) enacted regulations for transit asset management that requires transit service providers to establish asset management performance measures and targets and develop a Transit Asset Management Plan (TAMP). The TAM Final Rule distinguishes requirements between larger and smaller or rural transit agencies. FTA defines a Tier 1 provider as one that (1) owns, operates, or manages either 101 or more vehicles in revenue service during peak regular service or any one non-fixed route mode or (2) operates rail transit. Based on this criterion, SMART is considered a Tier I agency, so all requirements listed in Figure 1 below apply.

Figure 1: TAM Elements by Tier

Tier	Element	Brief Description
Tier I and II	(1) An inventory of assets	A register of capital assets and information about those assets.
Tier I and II	(2) A condition assessment of inventoried assets	A rating of the assets physical state; to be completed for assets and agency has direct capital responsibility for; should be at a level of detail sufficient to monitor and predict performance of inventoried assets
Tier I and II	(3) Description of decision support tools	An analytical process or tool that (1) assists in capital asset investment prioritization and/ or (2) estimates capital needs over time (does not necessarily mean software)
Tier I and II	(4) A prioritized list of investments	A prioritized list of projects or programs to manage or improve the SGR of capital assets.
Tier I	(5) TAM and SGR policy	A TAM policy is the executive-level direction regarding expectations for transit asset management; a TAM strategy consists of the actions that support the implementation of the TAM policy.
Tier I	(6) Implementation strategy	The operational actions that a transit provider decides to conduct, in order to achieve its TAM goals and policies.
Tier I	(7) List of key annual activities	The actions needed to implement a TAM plan for each year of the plan's horizon.
Tier I	(8) Identification of resources	A summary or list of the resources, including personnel, that a provider needs to develop and carry out the TAM plan.
Tier I	(9) Evaluation Plan	An outline of how a provider will monitor, update, and evaluate, as needed, its TAM plan and related business practices, to ensure the continuous improvement.

1.2 Intended Audience

This document captures SMART's commitment to our regulatory and funding partners such as the Federal Transit Administration (FTA), Federal Railroad Administration (FRA), California State Transportation Agency (CalSTA), California Department of Transportation (Caltrans), Metropolitan Transportation Commission (MTC), Sonoma County Transportation Authority (SCTA), and the Transportation Authority of Marin (TAM). It is also a commitment to our customers that we will strive to keep our assets in a state of good repair so that they will continue to have access to a state-of-the-art system that provides for a safe and reliable experience. This plan also provides the public and taxpayers a document that makes it easy to understand how SMART is protecting the taxpayer investments in SMART's assets.

1.3 Document Purpose

The SMART Transit Asset Management Plan (STAMP) is a report that meets the FTA requirements and supports SMART's mission of connecting communities through providing safe, reliable, and environmentally responsible transportation options.

1.4 Document Structure

Figure 2: Document Structure

Chapter	Section	Plan Element from Table 1
Chapter 1	Policies Evaluation Roles & Responsibilities	#5 – TAM & SGR Policy #9 – Evaluation Plan #8 – Identification of Resources
Chapter 2	Inventory	#1 – Asset Inventory
Chapter 3	Condition	#2 – Condition Assessment
Chapter 4	Basic Maintenance Overhaul Disposal Acquisition & Renewal	#3 – Decision Support Tool #6 – Implementation Strategy
Chapter 5	Proposed Investment Schedules	#4 – Prioritized Investment #7 – Key Annual Activities

1.5 Scope

The following assets are in scope. All assets valued at \$5,000 or more with a useful life of more than one year are included in the asset inventory with the following two exceptions (1) only assets with a value of \$50,000 or more are included in the equipment inventory (2) assets owned in conjunction with the operation of freight.

Figure 3: Assets in Scope

Asset Class	Asset Type
Revenue Vehicles	Diesel Multiple Units (DMUs)
Facilities	Maintenance Administration Passenger
Infrastructure	Bridges Tunnels Track Signals Switches Crossings
Equipment	Information Technology Office Revenue Generation Security & Surveillance Vehicle Maintenance Maintenance of Way Non-Revenue Vehicles

1.6 Resource Identification

1.6.1 Funding

SMART receives funding from a variety of sources that are used towards the management, repair, and replacement of our assets.

Federal Funds: SMART will be eligible to start receiving Federal State of Good Repair funds in 2025.

State Funds: SMART currently receives SB1 – State of Good Repair funds and Local Partnership Program funds from the State of California for State of Good Repair use.

Local Funds: In 2008, the voters passed a ¼ cent sales tax. These funds can be used for State of Good Repair activities.

1.6.2 Roles and Responsibilities

The General Manager of SMART is the Accountable Executive. Roles and Responsibilities are outlined in Figure 4, although all employees are responsible for assets in their care and control.

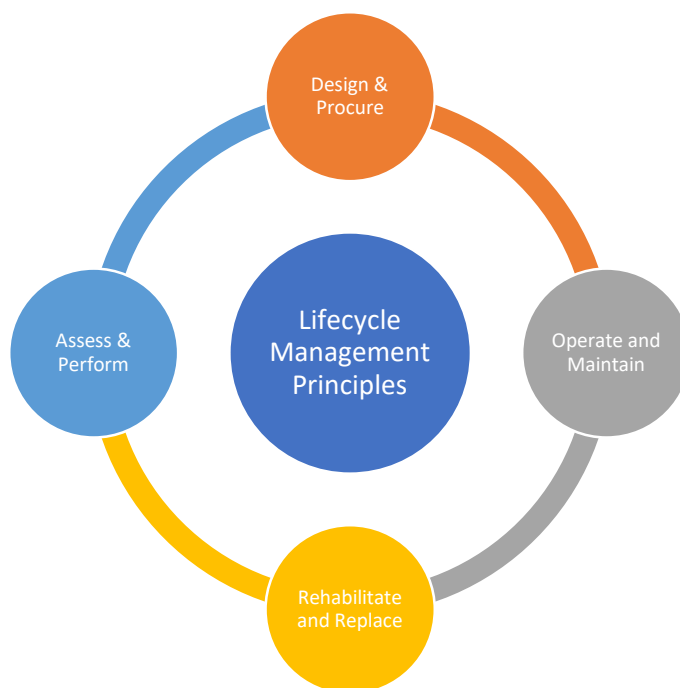
Figure 4: Roles and Responsibilities

Revenue Vehicles	Facilities	Infrastructure	Equipment
Passenger Operations Manager - Vehicle Maintenance Superintendent	Passenger Operations Manager - Maintenance of Way Superintendent	Passenger Operations Manager - Maintenance of Way Superintendent	Information Technology - Information Systems Manager
			Office - All
			Revenue Generation – Maintenance of Way Superintendent
			Security & Surveillance – Chief of Police
			Vehicle Maintenance – Vehicle Maintenance Superintendent
			Maintenance of Way – Maintenance of Way Superintendent
			Non-Revenue Vehicles – Vehicle Maintenance Superintendent

1.7 Evaluation Plan and Monitoring

SMART's mission is to provide safe, reliable, and environmentally responsible transportation options. To accomplish this, SMART must continually improve management of its assets. When done properly, transit asset management improves coordination, across all departments and all phases of an asset's lifecycle.

Figure 5: Lifecycle Management Principles



The STAMP covers the period of October 1, 2022 – September 30, 2026. The STAMP includes asset maintenance, rehabilitation, and replacement that is identified in our Short-Range Transit Plan (S RTP). The next year of the S RTP becomes the basis for the annual budget which is done on a July 1 – June 30 fiscal year. Each year we assess the current state of our assets and decide if the work identified in S RTP is still warranted or if conditions have changed that would require work to be moved up in the plan to the current fiscal year or to be pushed back into a future fiscal year. In addition to asset condition, funding may play a part in whether assets are replaced sooner or later.

1.8 Transit Asset Management Policy (See Appendix A)

The District is committed to effectively managing its capital assets and maintaining its system in a State of Good Repair (SGR) to support safe, efficient, and reliable transit. This policy outlines the District's overall asset management approach in a manner consistent with current federal regulations (49 U.S. Code, Section 5326) and sets the direction for establishing and following through with transit asset management strategies and plans that are achievable with available funds. This directive complies with the Federal Transit Administration (FTA) Transit Asset management (TAM) Final Ruling on July 26, 2016.

The purpose of the TAM policy is to communicate to management, staff, external stakeholders, and the public the District's commitment to maintain its system in a State of Good Repair; and foster a culture of continuous improvement in asset management planning and performance.

All SMART employees are responsible for implementation of, and compliance with the Asset Management Policy as an integrated asset management system applies to the entire organization and directs the short, medium, and long-term plans for assets to achieve our agency's purpose of maintaining our assets in a State of Good Repair.

The SMART Transit Asset Management Plan (STAMP) has been developed to:

- Assist SMART in inventorying and assessing the current condition of our capital assets
- Provide criteria to aid in determining what condition and performance assets should be in if they are not in a state of good repair
- Support SMART in ongoing maintenance of assets to minimize the need for replacement or rehabilitation
- Guide SMART on how to best balance and prioritize future funds towards ensuring assets stay in or achieve a state good repair with limited resources

2 Inventory

The Sonoma-Marín Area Rail Transit District provides commuter rail transportation services to approximately 744,000 people located in Marin and Sonoma Counties. SMART is a new commuter rail agency that was established by the California Legislature through the enactment of AB 2224 in 2002. We were created for the purpose of providing unified and comprehensive structure for the ownership and governance of the passenger and freight rail system within Sonoma and Marin Counties and to provide passenger and freight train service along the existing publicly owned railroad right-of-way. SMART has 158 employees. The Fiscal Year 2023 budget for passenger rail is in Figure 6 below.

Figure 6: SMART Projected Expenditures (Passenger Rail) Fiscal Year 2023 Budget

Expenditure Type	Dollar Amount
Salaries & Benefits	\$21,750,258
Services & Supplies	\$16,496,190
Contribution to Reserves	\$ 2,500,000
Debt Service	\$15,596,193
Planning & Environmental Projects	\$ 2,308,015
State of Good Repair	\$ 4,473,486
Capital Projects	\$15,351,927
Match for Grants	\$ 2,000,000
Total	\$80,476,069

SMART passenger commuter rail service began in August of 2017 with two-way passenger train service on 43 miles serving 10 stations between downtown San Rafael in Marin County and Airport Boulevard in Sonoma County. Train service is provided by state-of-the art DMUs utilizing one of the first Positive Train Control systems for passenger rail. Prior to the COVID-19 shutdown, service was provided roughly every 30 minutes during commute hours with additional service midday and weekends. In late 2019, two new stations were built in downtown Novato and Larkspur near the regional ferry to San Francisco. The two stations brought rail service to the current total of 45 miles and 12 stations. SMART also manages approximately 12 miles of bicycle/ pedestrian pathway on its right-of-way connecting stations where cyclists can find secure parking at the station or on-board the train for their bikes.

Bike Lockers at Petaluma
Downtown Station



SONOMA-MARIN
SMART
AREA RAIL TRANSIT

SMART PASSENGER RAIL & MULTI-USE PATH
Project Length: 70 Miles

- SMART Stations
- SMART Rail Line
- SMART Windsor
- SMART North
- SMART Owned Railroad Right of Way

Sonoma County Airport Station

2.1 SMART's Assets

As are most transit agencies, SMART is an asset intensive organization. In SMART's Statement of Net Position for Fiscal Year 2021, total capital assets sum to over \$550 million. SMART is also in a unique position for a transit agency in that all our capital investments have been made over the last 7 years. Although our system is new with a few exceptions, we still must be cognizant of the need to keep up with routine and preventative maintenance so that our assets remain in state of good repair. For purposes of our STAMP, SMART has categorized our assets into the following: revenue vehicles, facilities, infrastructure, and equipment.

2.1.1 Revenue Vehicles

SMART operates a fleet of 18 state-of-the-art diesel trains that were assembled in Rochelle, Illinois by Sumitomo Corporation of America. These trains are fully compliant with FRA standards for safety and are also equipped with enhanced safety features, including Positive Train Control (PTC). These trains are equipped with the latest clean diesel engines. SMART was the first rail service in North America to use Environmental Protection Agency (EPA) Tier 4 engines for the entire fleet.

Each car is 85' long, 14' 7" tall, and 10' 5" wide. Each two car train weighs about 149 tons. SMART trains travel at average speeds of 40 mph with top speeds of 79 mph. Each two-car train can carry more than 150 passengers.



Exterior of Diesel Multiple Unit (DMU)

Interior of DMU



2.1.2 Facilities

SMART has three main classes of Facilities: Administration, Maintenance, and Passenger. Within the Passenger category we have pathways, platforms, and parking. Most of the facilities were put in service between 2015 and 2019, however, there are several buildings such as the Petaluma Depot, Healdsburg Depot Buildings, and the Cloverdale Station Building that SMART inherited from other government entities and are not currently used for rail service.

Figure 8: List of Facilities

Administration		Year Placed in Service
	Petaluma Depot	*
	Petaluma Baggage Shed & Restroom	*
	Petaluma Freight House	*
	Healdsburg Depot	*
	Healdsburg Freight Shed	*
	Cloverdale Platform & Shop Building	*
	Larkspur Modular	2019
Maintenance		
	Rail Operations Center – Ops Admin	2015
	Rail Operations Center – Vehicle Maintenance	2015
	Fulton MOW	2002
	Roblar MOW	2002
	Healdsburg Warehouse	1985
Passenger – Pathways		
	Cal Park Tunnel Pathway (1.4 miles)	2010
	Anderson Drive to Rice Drive (.6 miles)	2019
	North San Pedro Road to Civic Center Station (.9 miles)	2018
	Hamilton Station to State Access Road (.4 miles)	2016
	Franklin Avenue to Novato Downtown Station (.3 miles)	2018
	Rush Creek Place to Novato San Marin Station (.3 miles)	2018
	Payran Street to South Point Boulevard (1.2 miles)	2019
	Sonoma Mountain Village to Cotati Station (.9 miles)	2017
	Cotati Station to Rohnert Park Station (1.3 miles)	2017
	Rohnert Park Station to Golf Course Drive (1.1 miles)	2017
	Bellevue Avenue to Hearne Avenue (.9 miles)	2016
	Hearne Avenue to Joe Rodota Trail (1.4 miles)	2015
	3 rd Street to Santa Rosa Downtown Station (.07 miles)	2017
	6 th Street to 8 th Street in Santa Rosa (.1 miles)	2016
	8 th Street to College Avenue (.5 miles)	2013
	College Avenue to Guerneville Road in Santa Rosa (.8 miles)	2016
Passenger – Platforms		
	Sonoma County Airport	2017
	Santa Rosa North	2017
	Santa Rosa Downtown	2017
	Rohnert Park	2017

	Cotati	2017
	Petaluma Downtown	2017
	Novato San Marin	2017
	Novato Downtown	2019
	Novato Hamilton	2017
	Marin Civic Center	2017
	San Rafael	2017
	Larkspur	2019
Passenger – Parking (6)		
	Sonoma County Airport	2017
	Rohnert Park	2017
	Petaluma Downtown	2017
	Novato San Marin	2017
	Hamilton	2017
	Larkspur	2019

* These assets were inherited from other entities and the date placed in service is unknown. These assets are currently leased out and not used for transportation purposes at this time, but maybe in the future.



Interior of Rail Maintenance Facility

Rohnert Park Park-n-Ride

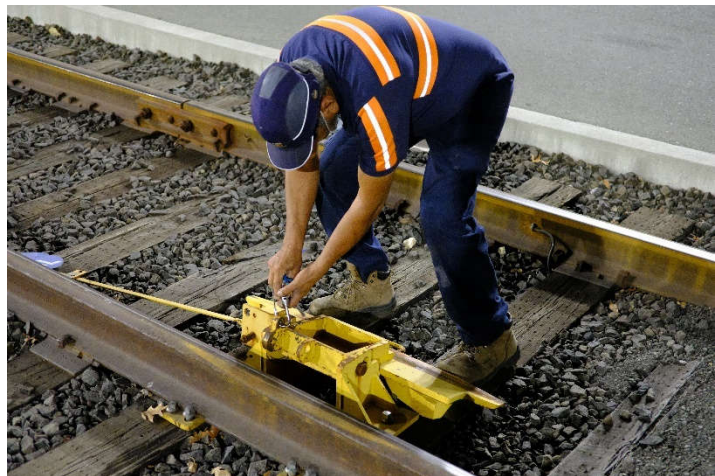


2.1.3 Infrastructure

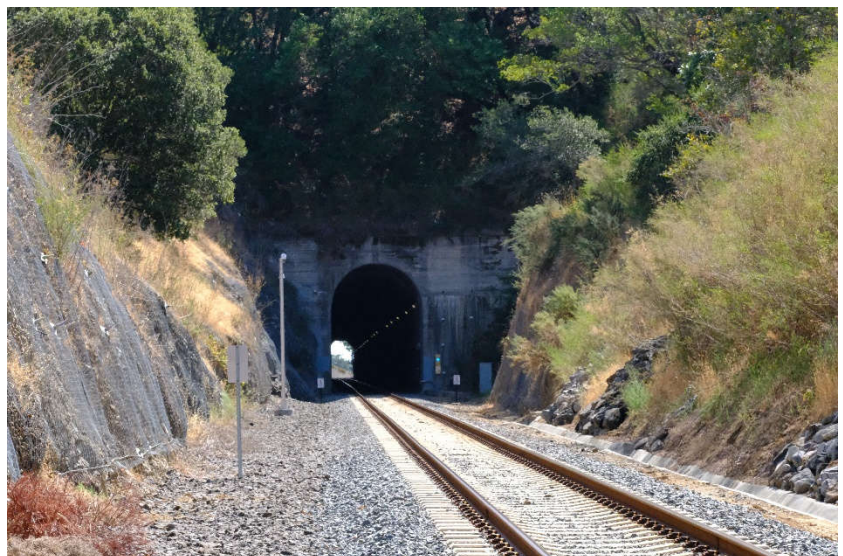
SMART has grouped infrastructure into the following classes: Bridges, Culverts, Tunnels, Crossings, Control Points, Switches/Electric Locks, Central Instrument Locations, and Track.

Figure 9: Infrastructure Inventory

Infrastructure Class	Number
Bridges	41
Culverts	119
Tunnels	2
Grade Crossings	85
Control Points	23
Electric Locks/ Switches	10
Central Instrument Locations (CIL)	103
Track (Miles)	82.5



Crossing, Track, & Tunnel



2.1.4 Equipment

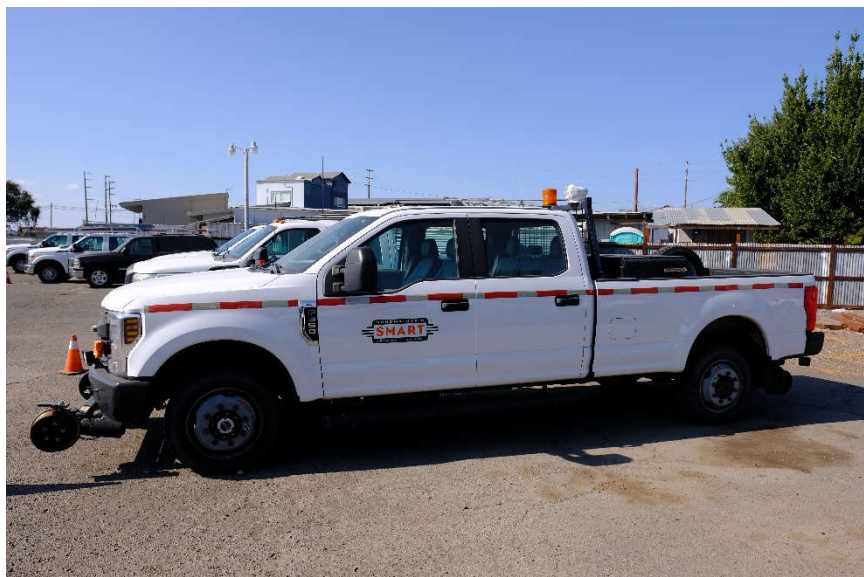
For purposes of this plan, SMART is only showing equipment with a threshold at or above \$50,000. We have separated assets under equipment into the following classes: Non-revenue vehicles, Information Systems, Office, Security & Surveillance, Vehicle Maintenance, Maintenance of Way.

2.1.4.1 Non-Revenue Vehicles

SMART has 13 non-revenue vehicles that are \$50,000 or above in cost. We have several vehicles that can be run on the railroad tracks, and they are known as hi-rail vehicles. They are designated in Figure 10.

Figure 10: Non-Revenue Vehicle Inventory

Unit #	Year	Make	Model
1101	2012	FORD	F-350 (Hi-Rail)
1605	2016	FORD	F250 W/ Harbor Body
1610	2016	FORD	F250 Crew Cab W/ Harbor Body
1611	2016	FORD	F350 Extended Cab XL (Hi-Rail)
1612	2016	FORD	F350 Extended Cab XL (Hi-Rail)
1613	2016	FORD	F350 Extended Cab XL (Hi-Rail)
1614	2016	FORD	F350 Extended Cab XL (Hi-Rail)
1617	2016	FORD	F450
1622	2016	FREIGHTLINER	108SD Rotary Dump Truck (Hi-Rail)
1901	2019	FORD	F250 Crew Cab 4x4
1902	2019	FORD	F350 Crew Cab (Hi-Rail)
1905	2019	FORD	F350 Crew Cab (Hi-Rail)
2002	2020	CHEVROLET	3500HD Scrubber Brush Truck (Hi-Rail)



Hi-Rail Truck

Dump Truck



2.1.4.2 Information Technology Systems

Most of SMART information technology systems fall beneath the \$50,000 threshold. Those that do not are listed in Figure 11 below.

Figure 11: Information Technology Systems Inventory

Equipment	Date Placed in Service
Power Edge Servers – Petaluma Office	2015
Cisco 4 Port Layer 2 GE – Network Router	2018
APC Smart – UPS External Battery Pack & Tower	2020

2.1.4.3 Office Equipment

SMART does not have any office equipment that meets the \$50,000 threshold at this time.

2.1.4.4 Security and Surveillance Equipment

SMART has two assets that are over the \$50,000 threshold for equipment.

Figure 12: Security and Surveillance Inventory

Equipment	Date Placed in Service
Operations Center Surveillance Cameras	2016
Operations Center Security Access Control Systems	2019

2.1.4.5 Fare Generation Equipment

SMART has 15 ticket vending machines.

Figure 13: Fare Generation Inventory

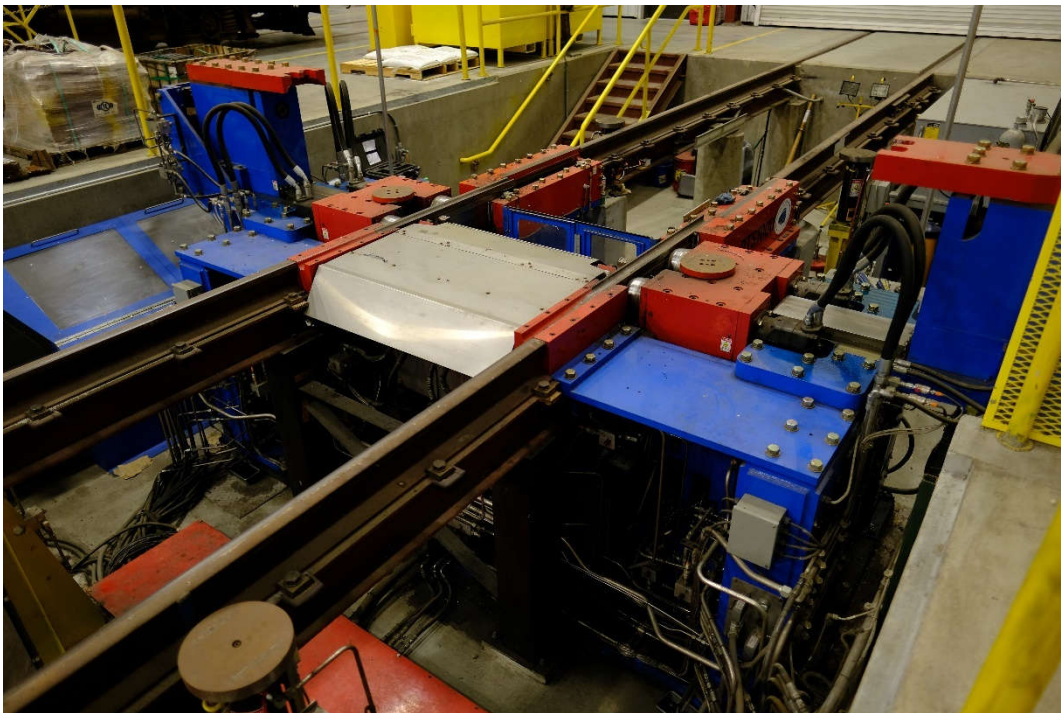
Equipment	Date Placed in Service
Clipper Vending Machine (12)	2017
Clipper Vending Machine (3)	2019

2.1.4.6 Vehicle Maintenance and Maintenance of Way Equipment

Vehicle maintenance equipment is used to assist in the repair and maintenance of revenue vehicles. Maintenance of Way Equipment is used in the maintenance of facilities and infrastructure.

Figure 14: Vehicle Maintenance Equipment Inventory

Equipment	Date Placed in Service
Toyota Forklift – Model 8FS70U	2016
Whiting Electric Lifting Jacks (4)	2015
Electric Lifting Jacks (4)	2020
Mobile Sanding Until Klein Palmer	2017
Wheel Truing Machine	2019
Portable Hydraulic Rerailing Machine	2021



Wheel Truing Machine

Figure 15: Maintenance of Way Equipment Inventory

Equipment	Date Placed in Service
Bobcat 5600 with Deluxe Road Package	2018
Kubota U 35-4R3A Excavator	2019
Ballast Cars	2020
Kubota SVL75-2HFWC Track Loader	2019

Excavator



Bobcat 5600

3 Condition Assessment

SMART follows the FTA guidelines on condition ratings. This rating is based on how close an asset or component is to replacement or major overhaul. Scores will not have a greater granularity than a half a point normal rounding conventions apply.

3.1 Revenue Vehicles

As was mentioned Section 2.1.1, SMART has 18 Diesel Multiple Units (DMUs). SMART uses the FTA established performance measure for revenue vehicles, which is the percentage of revenue vehicles that have met or exceeded their useful life benchmark (ULB). The ULB for SMART's revenue vehicles is 39 years.

Figure 16: Revenue Vehicle Condition Assessment

Revenue Vehicle Type	Count	ULB	Average Age	% in Backlog
DMUs	14	39 years	7	0.0%
DMUs	4	39 years	4	0.0%

Records of inspections and service performed on our DMUs are recorded in MAXIMO, the Operations Maintenance Management System. This system allows our Vehicle Maintenance Division to track repairs, replacements, inspections, and required preventative maintenance.

3.2 Facilities

SMART utilizes the condition ratings identified in Figure 17 for facilities. To better facilitate consistent ratings, a facilities inspection procedure for state of good repair was developed in 2019 which utilizes pictures to demonstrate the various ratings of 1-5. It also details procedures for condition inspection. A full condition assessment is done on all facilities every four years on a rotating basis.

Figure 17: Condition Ratings (TERM Scale)

Confidence in Reliability = Remaining Useful Life
5.0) New or like new, 95% to 100% confidence in reliability; no visible defects, no damage, cosmetically looks new. An asset is only new once, after rebuilding some old parts are not new and therefore the highest score after rebuilding is 4.5.
4.5) The inspector is 90% to 95% confident in the reliability of the component/ asset.
4.0) The inspector is 80% to 90% confident in the reliability of the component/ asset. Shows minimal signs of wear, no major defects, and some minor defects with only minimal signs of deterioration. Cosmetic defects/minor wear.
3.5) The inspector is 70% to 80% confident in the reliability of the component/ asset.
3.0) The inspector is 60% to 70% confident in the reliability of the component/ asset. Some moderately defective or deteriorated components; expected maintenance needs. Cosmetically 'fair' but all devices are functioning as designed. Small repairs or minor refurbishment.
2.5) The inspector is 50% to 60% confident in the reliability of the component/ asset.
2.0) The inspector is 40% to 50% confident in the reliability of the component/ asset. Asset is near overhaul or retirement, but in serviceable condition. Asset has increasing number of defects or deteriorated component(s). Significant or multiple repairs needed.
1.5) The inspector is 30% to 40% confident in the reliability of the component/ asset.

1.0) The inspector is less than 30% confident in the reliability of the component/ asset. Asset is in need of major repair or refurbishment, multiple minor defects or major defects. Evidence of corrosion may be apparent, major or numerous minor areas of damage or structural issues. Safety concern, critical damage, close to or time for overhaul or replacement.
0.0) Not safe to use, multiple major repairs or asset set for disposal/ retirement.

Buildings are rated in the following areas if applicable: roof, shell, interiors, wash rack, plumbing, HVAC, fire protection, electrical, administration offices, and parking lot. Passenger facilities are rated on the following if applicable: grounds, shell, mechanical, structural, surfaces, and fare collection devices. SMART uses the FTA established performance measure for facilities which is the % of facilities rated under 3.0 on the TERM Scale.

Figure 18: Facilities Ratings and Inspection Cycle

Facility	Overall Rating	Last Inspection	Next Inspection	% in Backlog
Rail Operations Center – West	4.5	10/27/2021	10/31/2025	
Rail Operations Center - East	4.5	10/27/2021	10/31/2025	
Vehicle Maintenance Shop	4.5	10/27/2021	10/31/2025	
Fulton MOW	3	10/01/2020	10/31/2024	
Roblar MOW	4	10/01/2020	10/31/2024	
Healdsburg Warehouse	3.5	10/28/2021	10/31/2025	
Maintenance Facilities				0%
Sonoma County Airport Station	5	06/10/2022	05/31/2026	
Sonoma County Airport Station Parking Lot	5	06/10/2022	05/31/2026	
Santa Rosa Guerneville Station	5	06/10/2022	05/31/2026	
Santa Rosa Downtown Station	5	06/10/2022	05/31/2026	
Rohnert Park Station	5	06/10/2022	05/31/2026	
Rohnert Park Station Parking Lot	4.5	06/10/2022	05/31/2026	
Cotati Station	5	10/31/2019	10/31/2023	
Petaluma Downtown Station & Lot*	5	10/31/2019	10/31/2023	
Novato San Marin Station & Lot *	5	10/01/2020	10/31/2024	
Novato Downtown Station	5	09/15/2022	09/30/2026	
Hamilton Station & Lot*	5	09/30/2020	09/30/2024	
Civic Center Station	5	09/30/2020	09/30/2024	
San Rafael Station	5	09/30/2020	09/30/2024	
Larkspur Station	5	09/30/2022	09/30/2026	
Larkspur Parking Lot	5	09/15/2022	09/30/2026	
Stations and Park-n-Rides				0%
Cal Park Tunnel Pathway (1.4 miles)	4	09/28/2022	09/30/2026	
Anderson Drive to Rice Drive (.6 miles)	4	09/28/2022	09/30/2026	
North San Pedro Road to Civic Center Station (.9 miles)	4.5	09/28/2022	09/30/2026	
Hamilton Station to State Access Road (.4 miles)	5	09/28/2022	09/30/2026	
Franklin Avenue to Novato Downton Station (.3 miles)	4.5	09/28/2022	09/30/2026	

Rush Creek Place to Novato San Marin Station (.3 miles)	5	09/28/2022	09/30/2026	
Payran Street to South Point Boulevard (1.2 miles)	4.5	09/28/2022	09/30/2026	
Sonoma Mountain Village to Cotati Station (.9 miles)	4	09/28/2022	09/30/2026	
Cotati Station to Rohnert Park Station (1.3 miles)	4	09/28/2022	09/30/2026	
Rohnert Park Station to Golf Course Drive (1.1 miles)	4.5	09/28/2022	09/30/2026	
Bellevue Avenue to Hearne Avenue (.9 miles)	4.5	09/28/2022	09/30/2026	
Hearne Avenue to Joe Rodota Trail (1.4 miles)	4	09/28/2022	09/30/2026	
3 rd Street to Santa Rosa Downtown Station (.07 miles)	5	09/28/2022	09/30/2026	
6 th Street to 8 th Street in Santa Rosa (.1 miles)	4.5	09/28/2022	09/30/2026	
8 th Street to College Avenue (.5 miles)	4	09/28/2022	09/30/2026	
College Avenue to Guerneville Road in Santa Rosa (.8 miles)	4	09/28/2022	09/30/2026	
Pathways				0%

* The station and lot were part of one inspection. They will be broken out in the future.

SMART has five other facilities that we have classified under administration. These facilities have not yet been inspected as they are not currently being utilized by SMART but are on SMART's rights-of-way so will be added to the inspection cycle.

3.3 Infrastructure

SMART performs track inspections on a regular basis consistent with FRA requirements. In addition to these inspections, SMART utilizes a track geometry car with a split axle loading to assess geometry and gauge conditions. We also perform an ultrasonic internal rail flaw detection testing once per year on all passenger mainline and sidings. This test is required by the FRA and will detect any fatigue defects or internal inclusions resulting from the rail rolling or rail end welding processes.

SMART conducts annual bridge inspections with a combination of consultants, in-house engineering, and maintenance of way staff. These inspections are tracked through our MAXIMO system and work orders are generated for any repairs or maintenance.

Inspections of wayside signal system and grade crossing warning devices are performed at the FRA required monthly, quarterly, annual, 5-year, and 10-year frequencies. These are documented and if work needs to be performed, a work order is generated in Maximo so that the work and repairs can be tracked.

SMART utilizes the FTA established performance measure for the infrastructure category which is the % of track segments under performance restriction. Currently SMART has no track segments under performance restriction.

3.4 Equipment

SMART utilizes the FTA established performance measure for the equipment category which is the % of non-revenue service vehicles that meet or exceed the ULB. See Figure 19 below.

Figure 19: Equipment Condition Summary

Equipment	Number	Number that Meets or Exceeds ULB	% of Equipment that meet or Exceed ULB
Non-Revenue Vehicles	13	0	
Information Technology	3	1	
Security & Surveillance	2	0	
Revenue Generation	15	0	
Vehicle Maintenance	6	0	
Maintenance of Way	4	0	
Total Equipment	43	1	2%

3.4.1 Non-Revenue Vehicles

Figure 20: Non-Revenue Vehicle Condition Summary

Unit #	Year	Make	Model	ULB	Current Age	+/- ULB Years Remaining
1101	2012	FORD	F-350 (Hi-Rail)	14	10	4
1605	2016	FORD	F250 W/ Harbor Body	14	6	8
1610	2016	FORD	F250 Crew Cab W/ Harbor Body	14	6	8
1611	2016	FORD	F350 Extended Cab XL (Hi-Rail)	14	6	8
1612	2016	FORD	F350 Extended Cab XL (Hi-Rail)	14	6	8
1613	2016	FORD	F350 Extended Cab XL (Hi-Rail)	14	6	8
1614	2016	FORD	F350 Extended Cab XL (Hi-Rail)	14	6	8
1617	2016	FORD	F450	14	6	8
1622	2016	FREIGHTLINER	108SD Rotary Dump Truck (Hi-Rail)	14	6	8
1901	2019	FORD	F250 Crew Cab 4x4	14	3	11
1902	2019	FORD	F350 Crew Cab (Hi-Rail)	14	3	11
1905	2019	FORD	F350 Crew Cab (Hi-Rail)	14	3	11
2002	2020	CHEVROLET	3500HD Scrubber Brush Truck (Hi-Rail)	14	2	12

3.4.2 Information Technology

Figure 21: Information Technology Equipment Condition Summary

Equipment	Date Placed in Service	ULB in Years	+/- ULB Years Remaining
Power Edge Servers – Petaluma Office	2015	6	(1)
Cisco 4 Port Layer 2 GE – Network Router	2018	6	2
APC Smart – UPS External Battery Pack & Tower	2020	6	4

3.4.3 Security and Surveillance

Figure 22: Security and Surveillance Equipment Condition Summary

Equipment	Date Placed in Service	ULB in Years	+/-ULB Years Remaining
Operations Center Surveillance Cameras	2016	14	8
Operations Center Security Access Control Systems	2019	14	11

3.4.4 Fare Generation

Figure 23: Fare Generation Equipment Condition Summary

Equipment	Date Placed in Service	ULB in Years	+/-ULB Years Remaining
Ticket Vending Machine (12)	2017	14	9
Ticket Vending Machine (3)	2019	14	11



Ticket Vending Machine (TVM)

3.4.5 Vehicle Maintenance Equipment

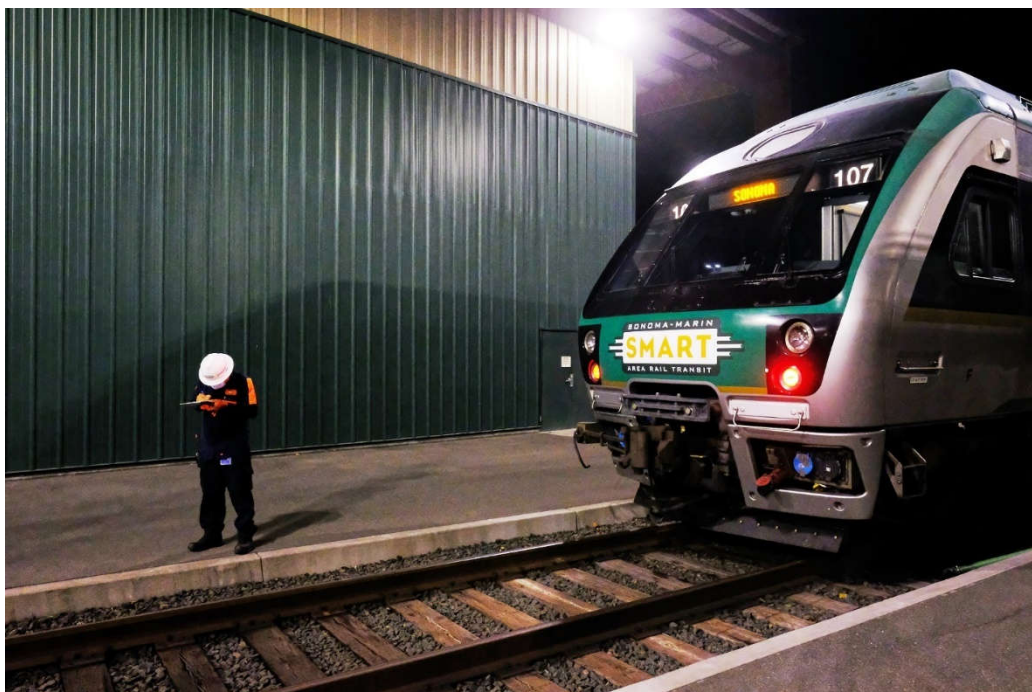
Figure 24: Vehicle Maintenance Equipment Condition Summary

Equipment	Date Placed in Service	ULB in Years	+/-ULB Years Remaining
Toyota Forklift – Model 8FS70U	2016	14	8
Whiting Electric Lifting Jacks (4)	2015	14	7
Electric Lifting Jacks (4)	2020	14	12
Mobile Sanding Until Klein Palmer	2017	14	9
Wheel Truing Machine	2019	14	11
Portable Hydraulic Rerailing Machine	2021	14	13

3.4.6 Maintenance of Way Equipment

Figure 25: Maintenance of Way Equipment Condition Summary

Equipment	Date Placed in Service	ULB in Years	+/- Years Remaining
Bobcat 5600 with Deluxe Road Package	2018	14	10
Kubota U 35-4R3A Excavator	2019	14	11
Ballast Cars	2020	14	12
Kubota SVL75-2HFWC Track Loader	2019	14	11



4 Decision Making and Implementation Strategy

4.1 Basic

SMART is a new transit agency that began revenue service in 2017 and then finished a critical Phase II expansion in December of 2019 just prior to the onset of the COVID-19 pandemic. Although most of our assets are new, we continually need to perform routine maintenance, repairs, and fully replace some assets. In addition, rail assets such as rolling stock, track, and facilities are quite expensive and planning for the future is prudent so that funds are available when needed.

4.2 Maintenance

The following is the maintenance schedule for rolling stock and equipment.

Figure 26: Rolling Stock Maintenance Schedule

Diesel Multiple Units (DMUs)	Date Placed in Service	ULB in Years	+/-ULB Years Remaining	Preventive Maintenance	Estimated Cost(FY 22\$)
DMU ENGINE, Cummins, QSK19R, 2014, Diesel (14 Units)	2017	39	34		
- Oil change				500hr	\$ 800
- Dosing Filter change				1,000hr	\$ 500
- Coolant Flush				6,000hr	\$ 500
Air Supply Unit				Annual	\$ 1,500
- Replace Disc				12 Years	\$ 200
Fuji Doors				12 Years	\$ 10,000
Fire suppression system				12 Years	\$ 2,500
Battery - 64v/24v				10 Years	\$ 3,000
Truck suspension				8 Years	\$ 2,500
TECU				7 Years	\$ 1,500
Toilet System				6 Years	\$ 3,000
KSU Seats				5 Years	\$ 7,000
				15 Years	\$ 25,000
SMA/PMA				5 Years	\$ 5,000
Voith Couplers				5 Years	\$ 10,000
APS				4 Years	\$ 4,000
DMU ENGINE, Cummins, QSK19-R, 2018, Diesel (4 units)	2019	39	36		
- Oil change				500hr	\$ 800
- Dosing Filter change				1,000hr	\$ 500
- Coolant Flush				6,000hr	\$ 500
Air Supply Unit				Annual	\$ 1,500
- Replace Disc				12 Years	\$ 200
Fuji Doors				12 Years	\$ 10,000
Fire suppression system				12 Years	\$ 2,500
Battery - 64v/24v				10 Years	\$ 3,000
Truck suspension				8 Years	\$ 2,500
TECU				7 Years	\$ 1,500
Toilet System				6 Years	\$ 3,000
KSU Seats				5 Years	\$ 7,000
				15 Years	\$ 25,000
SMA/PMA				5 Years	\$ 5,000
Voith Couplers				5 Years	\$ 10,000
APS				4 Years	\$ 4,000

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Figure 27: Vehicle Maintenance Equipment Maintenance Schedule

Vehicle Maintenance Equipment	Date Placed in Service	ULB in Years	+/-ULB Years Remaining	Preventive Maintenance	Cost
Toyota Forklift – Model 8FS7OU	2016	14	8	Annual	\$ 1,000
Whiting Electric Lifting Jacks (4)	2015	14	7	Annual	\$ 2,040
Whiting Electric Lifting Jacks (4)	2020	14	12	Annual	\$ 2,040
Mobile Sanding Unit Klein Palmer (Electric)	2017	14	9	n/a	
Wheel Truing Machine	2019	14	11	Annual	\$ 8,500
Portable Hydraulic Rerailing Machine	2021	14	13	100hr	\$ 400
				Annual	\$ 400
				6 Years	\$ 1,500

Figure 28: Maintenance of Way Equipment Maintenance Schedule

Maintenance of Way Equipment	Date Placed in Service	ULB in Years	+/- Years Remaining	Preventative Maintenance Required per Manufacturer			
				250 hour	500 hour	1,000 hrs/ 12 months	24 months
Bobcat 5600 with Deluxe Road Package	2018	14	10	\$ 1,000	\$ 1,000	\$ 1,500	\$ 500
Kobota U 35-4R3a Excavator	2019	14	11	\$ 500	\$ 1,100	\$ 1,100	\$ 500
Kubota SVL75-2HFWC Track Loader	2019	14	11	\$ 500	\$ 1,100	\$ 1,100	\$ 500
Ballast Cars - Internal Brake Test Labor Only	2020	14	12			\$ 1,000	

New Wheels for DMUs



4.3 Overhaul

The following is the overhaul schedule for rolling stock.

Figure 29: Rolling Stock Overhaul Schedule

Diesel Multiple Units (DMUs)	Date Placed in Service	ULB in Years	+/-ULB Years Remaining	Estimated Timeframe	Estimated Cost (FY 22\$)
DMU ENGINE, Cummins, QSK19R, 2014, Diesel (14 Units)	2017	39	34		
- Mid-Life				10,000hr	\$ 25,000
- Overhaul				20,000hr	\$ 200,000
Air Supply Unit X14				Annual	\$ 1,500
- Overhaul Valves				5 Years	\$ 45,000
- Overhaul ASU				6 Years	\$ 10,000
DMU ENGINE, Cummins, QSK19-R, 2018, Diesel (4 units)	2019	39	36		
- Mid-Life				10,000hr	\$ 25,000
- Overhaul				20,000hr	\$ 200,000
Air Supply Unit X14				Annual	\$ 1,500
- Overhaul Valves				5 Years	\$ 45,000
- Overhaul ASU				6 Years	\$ 10,000

4.4 Disposal

If there is a need to dispose of or sell assets, all employees are required to utilize SMART's Asset Disposition process and complete an "Asset Disposition Authorization Form". This form requires information about the asset, if it has reached its useful life, the estimated market value, the location of the asset, photos of the asset, the current book value, and original funding source(s). The disposition must be approved by the Procurement Manager and Chief Financial Officer. If federal funds were used to purchase the asset, SMART follows 49 U.S.C. 5334(h).

4.5 Acquisition

To acquire an asset or do repair or maintenance on an asset, it must be reflected in the annual budget. This is described under 5.2 Schedules. Since SMART receives federal and state grant funding and these funds are sometimes used on asset maintenance, repair, or replacement, SMART employees are required to utilize our procurement office to request contract or purchase a new asset. Our procurement procedures conform with all federal and state requirements.

5 Investments & Annual Activities

5.1 Proposed Investment

In Fiscal Year 2021, SMART developed its first Capital Plan which includes funding for State of Good Repair. Figure 30 shows the current planned investment in our assets for the next five years. The dollar amounts may change as conditions change. For example, we moved some planned work on DMUs out several years as we had a significant decrease in miles and hours on the DMUS during the pandemic and therefore it would have been premature to do some of the work that had been planned. In addition, to the amounts specified in the table below, SMART also is setting aside \$2,000,000 per year in a reserve to prepare for the eventual need to replace rolling stock.

Figure 30: Planned Investments in Assets (Uninflated)

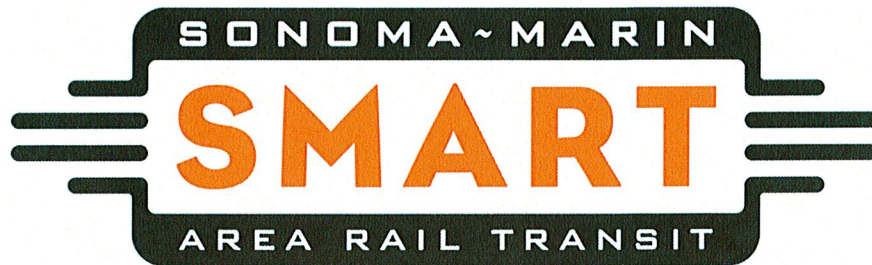
	FY 23	FY 24	FY 25	FY 26	FY 27
Track, MOW, & Facilities	\$ 415,500	\$ 510,000	\$ 560,000	\$ 560,000	\$ 3,050,000
Non-Revenue Vehicles	\$ 445,000	\$ 378,000	\$ 310,000	\$ 454,000	\$ 185,000
Equipment & Machinery	\$ 251,427	\$ 12,800	\$ -	\$ 96,950	\$ 36,250
DMUs	\$ 670,000	\$ 1,430,000	\$ 880,000	\$ 1,550,000	\$ 900,000
Bridges	\$ 759,036	\$ 1,994,192	\$ 1,549,188	\$ 4,114,749	\$ 2,409,000
Safety & Security	\$ 454,500	\$ 632,000	\$ 606,000	\$ 151,500	\$ -
Train Control	\$ -	\$ -	\$ 2,292,000	\$ 2,292,000	\$ -
Total	\$ 2,995,463	\$ 4,956,992	\$ 6,197,188	\$ 9,219,199	\$ 6,580,250

5.2 Schedules

SMART is required to do a Short-Range Transit Plan (SRTP) by the Metropolitan Transportation Commission. This plan contains the 10-year forecasts for revenue as well as operation, state of good repair, and capital improvements and expansion. SMART completed their last SRTP in November 2021. MTC has asked that all transit agencies in the San Francisco Bay area update their plans again this fall to take into consideration some additional funding scenarios.

In addition to the SRTP, SMART prepares an annual budget for Board adoption which covers the fiscal year (July 1 – June 30). During this budget process, Departments and Divisions can request that funds be adjusted to reflect the most recent information available.

6 Appendix A – Asset Management Policy



POLICY NO. PLY-FIN-2022-02

NAME: ASSET MANAGEMENT POLICY

DATE ISSUED: 09-16-2022

SUPERCEDES: N/A

VERSION: Final V-01

GENERAL MANGER SIGNATURE:

A handwritten signature in blue ink, appearing to be "Edgely", written over a horizontal line.

I. PURPOSE

The District is committed to effectively managing its capital assets and maintaining its system in a State of Good Repair (SGR) to support safe, efficient, and reliable transit. This policy outlines the District's overall asset management approach in a manner consistent with current federal regulations (49 U.S. Code, Section 5326) and sets the direction for establishing and following through with transit asset management strategies and plans that are achievable with available funds. This directive complies with the Federal Transit Administration (FTA) Transit Asset management (TAM) Final Ruling on July 26, 2016.

The purpose of the TAM policy is to communicate to management, staff, external stakeholders, and the public the District's commitment to maintain its system in a State of Good Repair; and foster a culture of continuous improvement in asset management planning and performance.

II. RESPONSIBILITIES

All SMART employees are responsible for implementation of, and compliance with the Asset Management Policy as an integrated asset management system applies to the entire organization and directs the short, medium, and long-term plans for assets to achieve our agency's purpose of maintaining our assets in a State of Good Repair.

III. DEFINITIONS

- A. "Capital Improvement Plan (CIP)" – is a short-range plan, usually five to ten years, which identifies capital and state of good repair projects.
- B. "FTA" - Federal Transit Administration
- C. "Tier I Agency" - as defined by the FTA means an agency that operates rail, or 101 vehicles or more across all fixed-route modes, or with 101 vehicles or more in one non-fixed route mode.
- D. "Transit Asset" - as defined by the FTA, means both fixed long-life infrastructure assets, including for example, structures, tunnels, facilities, and maintenance of way and equipment, revenue, and non-revenue vehicles.
- E. "Transit Asset Management Plan (TAM Plan)" - means the Plan through which the District will document its' asset base, asset conditions, backlog and State of Good Repair, asset management policy, TAM goals and objectives, strategy for capital asset funding and prioritization, and key priorities for asset management.
- F. "State of Good Repair (SGR)" - means a condition in which a capital asset can operate at a full level of performance (i.e., without limitation or restriction).

IV. POLICY

The SMART Transit Asset Management Plan (STAMP) has been developed to:

- Assist SMART in inventorying and assessing the current condition of our capital assets
- Provide criteria to aid in determining what condition and performance assets should be in if they are not in a state of good repair
- Support SMART in ongoing maintenance of assets to minimize the need for replacement or rehabilitation
- Guide SMART on how to best balance and prioritize future funds towards ensuring assets stay in or achieve a state good repair with limited resources

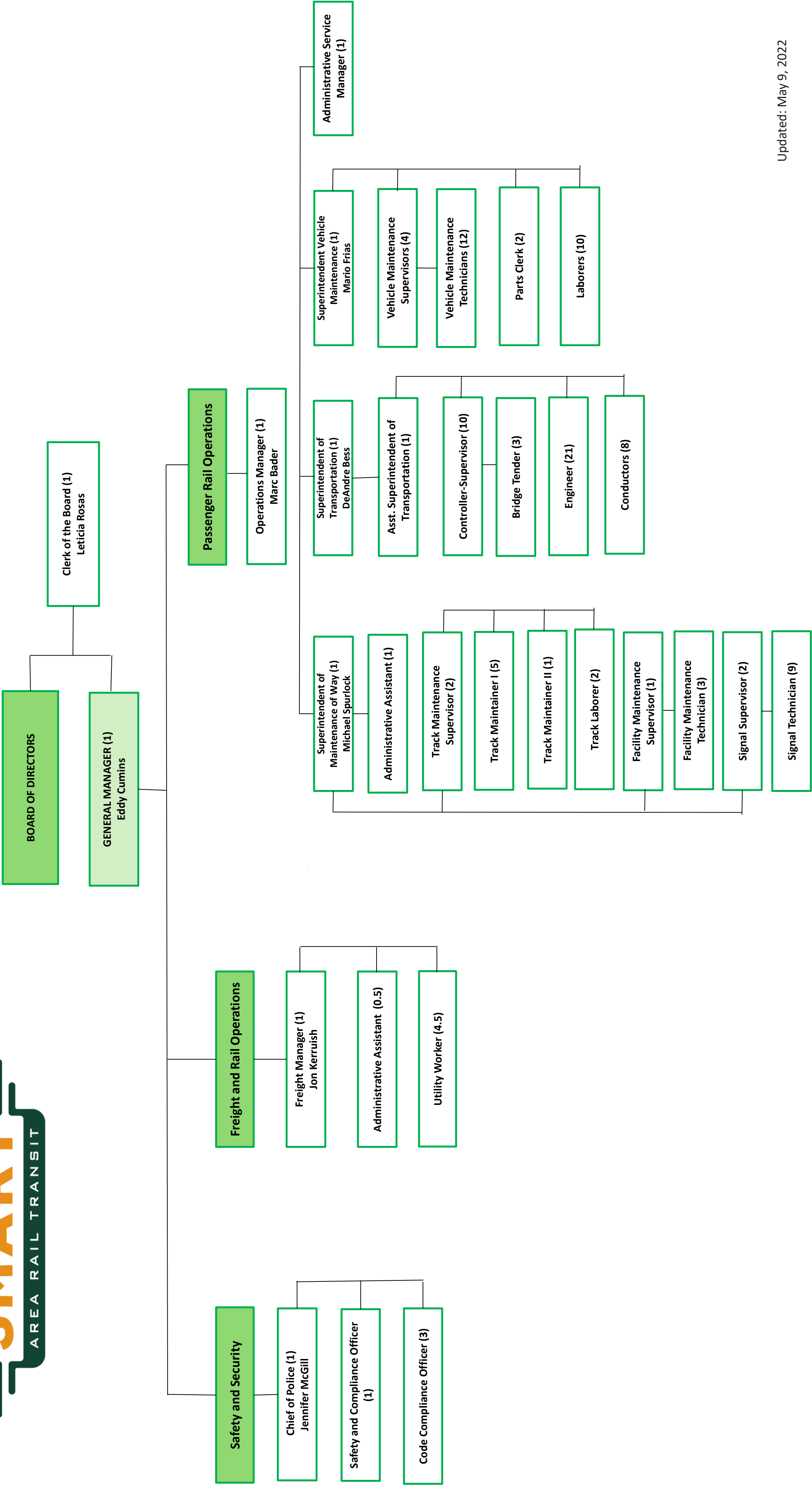
V. REFERENCES

- 49 U.S. Code, Section 5326
- PLY-FIN-2022-01
- PRC-FIN-2022-03

7 Appendix B – Organizational Chart

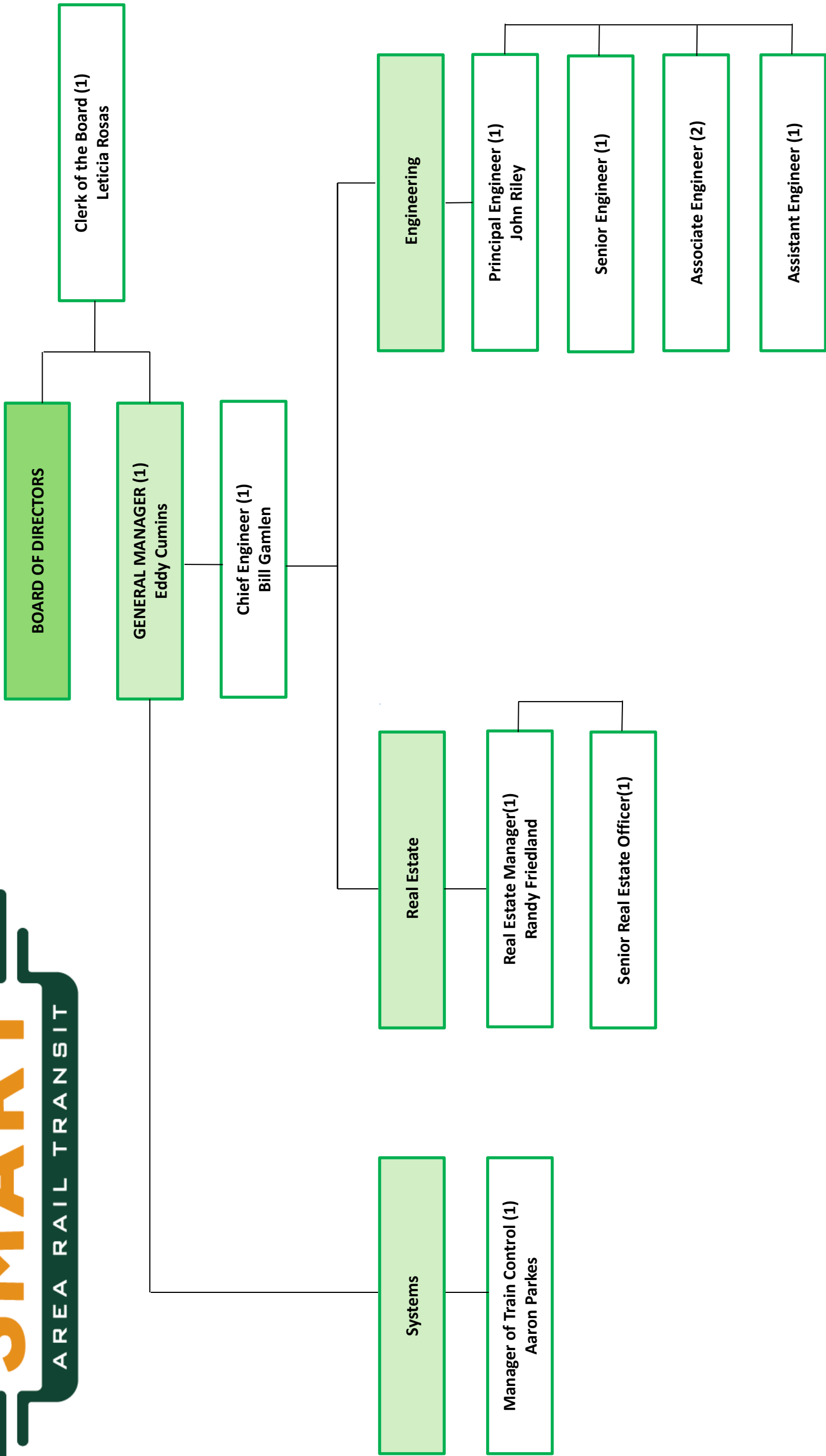


OPERATIONS ORGANIZATION CHART





CAPITAL ORGANIZATION CHART





ADMINISTRATION/FINANCE ORGANIZATION CHART

