



**BOARD OF DIRECTORS  
MEETING AGENDA  
December 1, 2021 – 1:30 PM**

In accordance with AB 361, Sonoma-Marin Area Rail Transit District Resolution 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, November 30, 2021 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 November 17, 2021 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

### Regular Calendar

- 7. Fiscal Year 2021 Budget to Actual Comparison (*Information*)
- 8. Fiscal Year 2021 Year End Investment Report (*Information*)
- 9. Authorize the General Manager to Award Contract No. FN-PS-21-007 to PFM Financial Advisors, LLC to provide as-needed financial advisory services with a not-to-exceed amount of \$267,500 for the initial three-year term
- 10. Authorize the General Manager to Award Contract No. OP-SV-21-012 to W.J.C. Electric dba Hahn Automotive with an amount not-to-exceed \$123,000; and Contract No. OP-SV-21-016 to Oil Stop, LLC with an amount not to exceed \$27,000 to provide fleet vehicle maintenance services
- 11. Authorize the General Manager to Award Contract No. OP-SV-21-014 to RailWorks Track Services, Inc. in the amount of \$141,251.80 to perform surfacing, alignment, and ballast restoration services
- 12. Approve a Resolution Authorizing the General Manager to Execute Contract Amendment No. 5 to Contract No. EV-PS-18-002 with WRA, Inc. for Environmental Permitting Management, Technical Studies, Construction Compliance Monitoring, Mitigation Planning and Support Services to TASK 1 – Mira Monte Mitigation Site Monitoring for an amount of \$190,000 and increasing the overall total contract amount to \$1,185,800
- 13. Next Regular Meeting of the Board of Directors, December 15, 2021 – 1:30 PM
- 14. 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-mendoza@sonomamarintrain.org](mailto:lrosas-mendoza@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  
November 17, 2021 - 1:30 PM**

In accordance with AB 361, Sonoma-Marin Area Rail Transit District Resolution 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 Bagby, Colin, Connolly, Fudge, Garbarino, Gorin, Hillmer, Lucan, Rogers and Pahre were present; Directors Arnold and Hillmer joined later.

2. Approval of the November 3, 2021, Board Meeting Minutes

**MOTION:** Director Rogers moved approval of November 3, 2021; Board Meeting Minutes as presented. Director Garbarino second. The motion carried 10-0 (Directors Arnold and Hillmer joined later).

3. Board Members Announcements

Director Arnold 1:33pm

Chair Rabbitt stated that unfortunately, this is General Manager Mansourian's last Board meeting. He wants to let everyone know we have some plans to send Mr. Mansourian into the retirement that he deserves. He said he is very appreciative of Mr. Mansourian's leadership, for what he has done for this organization getting the train built and how collaborative he has been in terms of working along with the transition for the new incoming General Manager Mr. Cumins.

Director Fudge said she did not realize this was his last meeting. She appreciated working with Mr. Mansourian all these years, his professionalism and humor. The fact that we have the train really is due to Mr. Mansourian, and your family knows that. We look forward to

celebrating his retirement later. “She knows that he is forever with us, and we'll be riding the train with your grandkids” she thanked him.

Director Hillmer joined at 1:36pm

#### 4. General Manager's Report

General Manager Mansourian thanked the Board for their kind words. We will talk about today and what has been accomplished at an appropriate time. He will be working with the incoming General Manager for the month of December to introduce him to various colleagues he needs to know and to create the best transition. He looks forward to working with Mr. Cumins, with whom he has been in contact getting him ready to take his position. Mr. Mansourian stated that in his opinion, he is leaving Mr. Cumins and the Board the best staff any public transit agency can have and what we have accomplished in the last 10 years is unprecedented.

General Manager Mansourian stated that since the start of passenger service in August 2017, SMART has carried 2,121,000 passengers, 230,000 bicycles, and over 8,200 wheelchairs. On November 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> SMART had the highest ridership ever since the pandemic, which is terrific; we're trying to figure out what happened, he added.

Lastly, he reported on the latest issues known as 13C because of various articles have been circulating in the SF Chronicle, KQED, Press Democrat, Marin IJ, and everybody else regarding the California transit agencies not receiving federal funds. This is a dispute between the Federal Government and State of California regarding the 2013 state pension changes that occurred. The Department of Labor determined that that 2013 pension program violated federal law and they made the ruling that the transit agencies who follow the pension or PERPA Program cannot be certified and will not receive federal funds. The effect on SMART is approximately \$13 million, which goes into the Capital projects from bicycle/pedestrian pathway, Windsor Extension and Operations department where it provides passenger service. SMART's did not violate PERPA because when it was created in 2013, SMART did not have any labor contracts, and were not operating passenger service. In 2017, SMART started Operation service and the year prior labor negotiations began. Staff successfully negotiated three different Union contracts, which were approved by your board, and we followed exactly what federal law requires. Again in 2019, staff conducted Labor negotiations with three Unions and were successfully contracted and approved by your board. Staff will be in contact with the Department of Labor and make arguments that SMART was not in Operation, when PERPA went into effect, and therefore SMART should be exempt and be able to receive federal funds. General Mansourian will brief the new incoming General Manager Cumins who will work with SMART lobbyist along with the Board Chair.

Chair Rabbitt stated that him and Director Connolly were discussing this morning with Metropolitan Transportation Commission the funding that is available for infrastructure could be delayed and until terms are straightened out. The newer items need to go through the entire rules procedure criteria, which provides some time for SMART. He appreciates the update, and we'll make sure that we keep everyone updated as we go forward.



5. Public Comment on Non-Agenda Items

Dani Sheehan congratulated General Manager Mansourian on his retirement and stated that she submitted a thank you letter at a previous meeting. She thanked him for all his work.

Thomas Ells thanked General Manager Mansourian for his work at SMART. Ridership reaching 2 million riders and 200,000 bicycles is amazing and commendable. He congratulated him in his second retirement.

Lastly, Chair Rabbitt acknowledge public correspondence that was received as early today.

6. Consent

- a. Accept Monthly Ridership Report – October 2021
- b. Approval of 2022 Monthly Board of Directors Meetings

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

**MOTION:** Director Arnold moved approval of the Consent Agenda as presented. Vice Chair Parhe second. The motion carried 12-0

7. Approve a Resolution to Authorizing the General Manager to Execute Contract Amendment No. 5 to Contract No. CV-PS-19-001 with GHD, Inc for Engineering Design and Support Services - Additional Vehicular Traffic Signal Design for an amount of \$119,000 and increasing the overall total contract amount to \$1,425,143.

Chief Engineer, Bill Gamlen provided a brief Pathway PowerPoint Presentation. Highlights include:

Pathway Implementation Update

- Big Picture Progress
  - Design of Pathway Segments
  - Pursuing Construction Permits
  - Preparing for Construction
- Challenges
  - Lawsuit
  - Access to Federal Grants
- Four Funded Segments for Constructions
  - San Rafael: McInnis to Smith Ranch
  - Petaluma: Lakeville to Payran
  - Petaluma/Penngrrove: Southpoint to Main
  - Rohnert Park/Santa Rosa: Golf Course to Bellevue
- Bicycle and Pedestrian Pathway Segment Summary
- Bicycle and Pedestrian Pathway Segments to be funded
- Monthly Update – General Manager’s Report

That concludes his brief presentation on the status of the pathway, and he moved into agenda item number seven.

Chief Engineer Gamlen stated that the recommendation is to approve Resolution No. 2021-28 to authorize the General Manager to execute Contract Amendment No. 5 with GHD Incorporated for an amount of \$119,000 for a total contract amount of 1,425,143

Staff has been working very closely with California Public Utilities Commission (CPUC) on our pathway crossings. This is typically where the pathways come up to a roadway, often they are parallel to the track they're crossing the roadway and continuing their way. The CPUC has approval authority for any changes to at-grade crossings. They are being more conservative and are introducing a requirement for vehicular traffic signals at these crossings, in addition to the railroad warning devices that already exist. In July, staff brought Contract Amendment No. 4 to add the design of the vehicular traffic signals at five locations. At that time staff was thinking that a couple of what crossings would remain with passive treatments that is signage and striping. However, the CPUC is insisting on vehicular crossing traffic signals at all the crossing. This amendment achieves that, and we included a budget for some utility review and compilation to flush any conflicts before construction. Therefore, this amendment is for \$119,000

Comments:

Thomas Ells stated that he has seen vehicular signals at the crossings that are not at another intersection, and he wonders if there could just be a pedestrians signalization crossing which is less expensive. He asked when the Jennings Avenue Crossing will be agendized. Chief Engineer Gamlen responded that the crossings that we are discussing are the pathway coming up to a roadway, often it's parallel to the railroad tracks crossing the roadway. We are finding that we need to put in full vehicular signals to stop traffic for the pathway crossing at these locations, and they will have pedestrian features with them to alert pedestrians to the crossing. We are discussing with the CPUC about doing a case study of a vehicular crossing signal in Santa Rosa to work through some of these issues with the CPUC.

Chair Rabbitt stated that SMART's staff is working with CPUC and going with their joint recommendations, as said, they are getting more conservative, however, SMART is adapting and doing what we must do to satisfy the regulatory agencies as well to make it safe. Chief Engineer Gamlen responded that SMART has an exceptional relationship with the CPUC, and we continue to work closely with them on all of our railroad crossing and it is another level of protection.

Chair Rabbitt responded to Thomas Ells regarding Jennings Avenue Crossing, stating that SMART is in the midst of a lawsuit an update to the Board will be at a future date.

**MOTION:** Director Garbarino moved to Approve a Resolution to Authorizing the General Manager to Execute Contract Amendment No. 5 to Contract No. CV-PS-19-001 with GHD, Inc for Engineering Design and Support Services - Additional Vehicular Traffic Signal Design for an amount of \$119,000 and increasing the overall total contract amount to \$1,425,143 as presented. Director Lucan second. The motion carried 12-0.

8. Authorize the General Manager to Award Contract No.OT-PS-21-001 to Van Scoyoc Associates, Inc. to provide federal advocacy services on SMART's behalf with a not-to-exceed amount of \$60,000 for the initial one-year term and \$60,000 for each of the four (4) optional years available under the contract.

Procurement Manager, Ken Hendricks, stated that SMART contracts with a third party federal advocacy firm to assist the development of strategies for advancing actions at the Federal level. This consultant represents and advocates on behalf of SMART for all relevant federal agencies, with a special focus on passenger rail non-motorized interests and freight rail interests.

The existing contract is set to expire at the end of December 2021. In anticipation of the contract expiration, SMART issued a Request for Proposal. SMART received four (4) responsive proposals as part of the process which include: 1) Cardinal infrastructure, LLC; 2) Kadesh and Associates, LLC; 3) Squire Patton Boggs, LLP and 4) Van Scoyoc Associated, Inc. The evaluation committee reviewed the proposals, using the evaluation criteria identified in the Request for Proposal, following the review each of the proposals, our evaluation committee is recommending that we retain the services with Van Scoyoc Associates, Inc for this next contract.

In addition, Van Scoyoc Associates, Inc proposed to hold their annual fee, the same as to what SMART is currently paying for the duration of the next contract term. The action for the Board is to authorize the General Manager to award Contract No. OT-PS-21-001 to Van Scoyoc Associates, Inc, to provide the federal advocacy services in the amount not to exceed \$60,000 with four (4) option years available

Chair Rabbitt stated that it is timely to make sure SMART has good representation which SMART has had good representation by Van Scoyoc Associates, Inc. The County of Sonoma also has a contract with them, and they have delivered very well for both the County and SMART.

**MOTION:** Director Garbarino moved approval to Authorize the General Manager to Award Contract No.OT-PS-21-001 to Van Scoyoc Associates, Inc. to provide federal advocacy services on SMART's behalf with a not-to-exceed amount of \$60,000 for the initial one-year term and \$60,000 for each of the four (4) optional years available under the contract as presented. Director Fudge second. The motion carried 12-0.

9. Review and Accept SMART's Fiscal Year 2020-21 Annual Financial Report, Federal Single Audit and Memorandum on Internal Control

Chief Financial Officer, Heather McKillop, introduced SMART's external Financial Auditor Davy Abby. The Audit was done with the effort from the Finance staff we have this year and she thanked them for their hard work and putting this together.

We are pleased to report that the audit did not identify any deficiencies in the internal control. In addition to the annual financial audit there are two other documents in your

package: 1) Single audit that were required to do if we receive federal funds (page 124); and 2) the Memorandum of Internal Control (page 122). Highlights includes the following:

- For Fiscal Year 21, was the first year that freight was reported (page 76), which will continue.
- The revenues were higher than expected from a sale and use tax perspective, which is approximately \$5 million more than originally estimated in both Sonoma and Marin counties.
- The fare revenues were significantly down about \$2.5 million.
- SMART received CARES Act funds in the amount of \$6.9M and CRISSA funds in the amount of \$1.8 those were both the federal recovery funds that were available and expended within the fiscal year.
- The operating expenses were 12% less than the previous fiscal year and that was based on reductions in service during the pandemic and the fact that we did not bring service back until the end of the fiscal year, which was the end of May.
- The net position increased about \$28.2 million, with the majority of that being done to the restructuring of the long term debt so as you remember in October of 2020, the Board approved and we closed on restructuring of that debt, which created significant cash flow is not only in the near term but reduced our overall long term debt requirement.

Ms. McKillop introduced David Alvey who provided an overview of the reports and answered questions.

Mr. Alvey stated that he is the independent auditor for SMART. His job, every year, is to come in and render an opinion on those financial statements into the audit. The last couple of years the audit has been a little bit more interesting, especially with the shelter in place but in the summer they look at internal controls, making sure those checks and balances are working those segregation of duties are built into the system. Once the books are closed is when they test the balances. From a theory standpoint, you know the internal control environment is management's job to develop maintain and monitor it. On page 62 of the packet is the audit opinion and he is pleased to say that it is a clean audit opinion called an unmodified opinion and it basically says that everything that you've seen your financials are fairly presented stated and all material respects. He congratulated SMART for passing the audit. We implemented GASB 98 which changed the name of the report from a Comprehensive Annual Financial Report to the Annual Comprehensive Financial Report. The fare revenue is down to \$2.4 million from \$3.1 million, which he sees from other transit agencies who have sales tax measure. We are starting to see that increase as people start to spending money again.

The second document that you have today is the Single Audit, and this is required for all expenditures over \$750,000 of federal awards. SMART received approximately \$13.6 million from the Department of Transportation and of that \$7 million was that CARES Act funds which helped SMART during the year. The third document is the Memorandum on Internal Controls, and this is also known as the management letter from our firm to the Board of Directors that categorized the review into three different ways: 1) material weakness – SMART does not have; 2) significant deficiencies – SMART does not have; and 3) other matters - is the upcoming Government Accounting Standards. The second part of that document is the

required communication for audit standards to inform the Board that there were no disagreements with management, no issues with management's estimates for depreciation fair market value, no unusual transactions, no difficulties during the audit and we have nothing to report. Lastly, Mr. Alvey stated that SMART has an excellent finance team.

#### Comments

Chair Rabbitt stated that he appreciates the work of the Auditor, but most of all, we appreciate the work of Ms. McKillop and her team for putting together a very organized report. He has some colleagues from the Golden Gate Bridge and being a sales tax dependent transportation entity, especially in the North Bay is a good thing. The sales tax in San Francisco is one thing, and the Bridge Tolls are not back to pre-covid, however SMART is fortunate to be rebounding quickly in the North Bay and the trend started last Thursday, Friday and Saturday as having ridership increase .

**MOTION:** Director Arnold moved approval to Review and Accept SMART's Fiscal Year 2020-21 Annual Financial Report, Federal Single Audit and Memorandum on Internal Control as presented. Vice Chair Pahre second. The motion carried 12-0.

#### 10. Approval of the Short-Range Transit Plan

Chief Financial Officer, Heather McKillop, stated that the Short-Range Transit Plan is for your approval today. The Metropolitan Transportation Commission (MTC) requires each transit operator receiving federal funds to prepare, adopt and submit a Short-Range Transit Plan. It is a very valuable document because it lays out where SMART might be going in the next 10 years. This helps staff and the public see what can or can't be funded and potentially work on getting additional resources. She is excited to be able to adopt SMART's first Short-Range Transit Plan and hopefully it becomes a more valuable document to the board, the staff and the public in the future.

The Short-Range Transit Plan is supposed to be 10 years, however in SMART's case, it only covers to the end of 2029 due to the expiration of the sales tax; it did not make sense to go beyond that year and make assumptions and show large deficits as the Short-Range Plan cannot have deficit. After the Board meeting of October 6<sup>th</sup>, the public comment period opened and were due on November 5<sup>th</sup>. The SRTP was published on the website, the Bay link and SMART's newsletter which we reached over 9500 people, we covered a large audience. We receive two comments. One was internal and one was external. They were:

- On page 19 of the draft plan, the tunnel is listed as the California Park Tunnel and should be the California Park Hill Tunnel
- On page 35 of the draft plan, the milepost for one of the bridges was listed as MP 31.47 and it should be MP 31.74

In addition, an organizational chart that is easier to read than the one that was added in the draft document.

### Comments

Director Colin stated she is excited that the Short-Range Transit Plan is before us today. She asked why Measure I was not mentioned in the budget section of the sales tax category. She suggested including the history of Measure I; it is important, and it should be included, and she is not sure why it was omitted. Ms. McKillop responded that it was not purposely omitted, and she will be happy to make the change if the Board agrees. Director Colin said through the Chair, that she would like to suggest including Measure I history. Again, this is a plan that really shows where we have been, and where we're going. We are so sales tax dependent, and she thinks it is an important part of the history that we should be including.

Chair Rabbitt asked his colleagues if anyone have any comments questions. Vice Chair Pahre suggested that unless there is someone that opposes that as consensus.

Sheila Baker said that Measure I history should not be included in the plan. Most of the people stated it was a big failure and were very negative.

Dani Sheehan stated that Measure I did not fail, it just didn't meet the 60% needed to pass. There are many ways to interpret numbers and she thinks that it is important to be included. She agrees with Director Colin to include the history of Measure I.

Thomas Ellis stated that he agrees with Ms. Baker and Ms. Sheehan. However, maybe there's a way to present it in a light that discusses what the Board intends to do to overcome the issues and connect the elements to express what the Board is doing to complement those issues that that didn't perform as well as we would have liked in that previous measure.

Director Fudge stated that there was one single person that spend \$1.8 million to people in Marin to maybe not always tell the truth, however, there were segments of the population who wanted SMART to listen to the public and take more actions. Since then, SMART took actions and held listening sessions, it has taken bike rides on the pathways, and have done positive things. She does not want to have this report include that whole story, but it needs to be the whole story, not just that SMART failed because it did not just fail, there were a lot of other elements, she agrees with what Thomas, Dani and Shelia said.

Director Arnold stated the Director Fudge makes a great point, if we just said, you can't win when there's a million dollars against you, is really the truth. She thinks the report can say what SMART did, how it came out, and why. It is not a fair thing to say that SMART lost because we didn't do a good job, and not because we had not done a good job.

Director Hillmer stated that the conversation is getting a little bit off the mission. We are supposed to be preparing a Short-Range Transit Plan. He thinks the history as it's relevant to the Short-Range Transit Plan makes sense, but to have this internal debate about how we all feel about what this means to us, maybe getting off track.

Director Bagby stated that she agrees with Director Hillmer's comments. She thinks that this is a visionary document, it is a Short-Range Transit Plan for fiscal year 2022 and forward. She said that is needed to go forward and focus on that. She has come onto Boards, Councils and

had to deal with previous decisions however, at the end of the day, she thinks it's the best policy to look to the future. She would like to go ahead and approve the plan as it is.

Chair Rabbitt suggested taking a straw vote to include Measure I history suggested by Director Colin.

**STRAW VOTE:**

AYES: Colin, Connolly, Garbarino, and Pahre,

NOES: Arnold, Bagby, Fudge, Gorin, Hillmer, Lucan, Rogers, and Rabbitt

The motion carried 4-8.

Director Colin thanked the Board and staff for having this conversation. The fact that we did have such an animated conversation does show it is an important part of our history and it sounds like there's not enough support to mention it. We talked about an aspirational document, and she agreed with Director Bagby and part of that is being honest and reflecting upon where we've been. She thinks it is a wrong message and that we're not strong enough board entity to say what happened, but we know that we can overcome it and she appreciates the discussion.

Chair Rabbitt stated that he voted No not because we are not an honest and straightforward board but because it's a slippery slope and to really tell that story correctly and put it in a report for history is really to add more than just that we failed at a sales tax measure because of the way that it went down with a single individual bankrolling the entire opposition. He appreciates the gesture and the board consideration. He asked for the motion to accept the report as written, with those two minor corrections that were noted by Ms. McKillop

Lastly, Director Lucan clarified, for the record, that Measure I it is not entirely omitted from the Short-Range Transit Plan in fact there's a whole paragraph that addresses Measure I. On page 8 of the Short-Range Transit Plan second paragraph it states.....*On March 2020, Measure I went to the ballot to extend the sales tax through March 31, 2059. Even though it received over 50% of the vote, Measure I failed to garner the two-thirds super majority that is required on specified tax measures in California. The final count was 53.6% in favor and 46.4% opposed.*

Director Colin stated that she reread the plan three times and did not see that in the budget sales tax section, however it is in the report and think there's a disconnect going on there.

**MOTION:** Director Hillmer moved approval of the Short-Range Transit Plan as presented. Director Bagby second. The motion carried 12-0

11. Status Report on Freight and Related Activities (*Provide Feedback and Direction*)

General Manager Mansourian stated that item before you today is to receive feedback and direction, for the incoming General Manager and Chief Financial Officer can return to the Board in the future for specific actions.

At your May 20, 2020, Board meeting your board issued several policy determinations and authorized staff to take several steps going forward. On September 2, 2020, staff provided your board with an update and on July 21, 2021, you received additional updates with specific information. Today, we will provide another update on the latest activities, and we are requesting that you have a discussion and listen to members of the public and then give us direction on two key questions that need to get that direction, before we can go forward. They are: 1) should SMART providing freight service internally or contract to a freight service provider and 2) the status of the Liquified Petroleum Gas (LPG). We will provide the history that took place and the community concerns and the options for your board.

We have three brief presentation: 1) the history of freight in the North Bay will be presented by Mr. Wiltermood; 2) the legislation history will be presented by Mr. Mansourian and 3) Financial questions and information will be presented by Ms. McKillop.

He introduced Michael Wiltermood who provided a brief presentation. Highlights include:

#### Freight Activities

- History
- Current Overview
  - All incoming and outgoing freight for Marin and Sonoma Counties must go through the following:
    - Union Pacific Railroad
    - California Northern Railroad
    - Northwestern Pacific Co. (NWPCo)
  - NWPCo currently delivers to 4 customers:
    - Willowbrook
    - Lagunitas Brewery – trucked from Willowbrook
    - Dairyman Feed
    - Hunt and Behrens
  - Of the original 22 spurs, only 5 spurs remain along SMART’s alignment:
    - Dairyman Feed – Petaluma
    - Willowbrook (Willowbrook Feed and Lagunitas Brewery) – Petaluma
    - Hunt and Behrens Feed – Petaluma
    - Sonoma Pacific (unused) – Schellville
    - Hopper (unused) – Petaluma

SMART received a grant from the California Transportation Commission earlier this year in the amounts of \$1,455,850. This grant is a Public Private Partnership meant to provide investment to shoreline railroads throughout California.

General Manager Mansourian provided a brief presentation. Highlights include:

#### Legislation and Regulatory Status

##### *SB-1029 (McGuire)*

- Signed by Governor Brown on September 29, 2018.
  - Existing law creates the North Coast Railroad Authority (NCRA) with various powers



- and duties relating to rail service in the north coast area of the state,
- This bill did repeal and revised various provisions relating to the authority. .... and the planned transfer of all its assets, and its dissolution.
- Existing law creates, within the Counties of Sonoma and Marin, the Sonoma-Marín Area Rail Transit District with specified duties and powers.
- This bill did authorize the district to also provide a rail transit system for the provision of freight service by rail.
- This bill did appropriate \$4,000,000 to the California State Transportation Agency from the Public Transportation Account for rail improvements on the corridor owned by the district and the authority. The bill would allocate those moneys to the district for the acquisition of freight rights and equipment from the Northwestern Pacific Railroad Company to ensure efficient provision of goods movement requirements in the corridor in the context of growing passenger service and authorizes the transfer of those moneys to the district, as specified.

#### *SB-69 (McGuire)*

- Signed by Governor Newsom on September 30, 2021.
  - Changed the definition of “rail transit,” for the purpose of SMART, to include provision of freight service in addition to transportation of passengers.
  - Expanded the duty and powers of SMART’s board that currently apply to rail transit to also include freight.
  - Directs SMART’s board to consider potential alternative to help address the housing needs of current and future employees.
  - Requires SMART to designate a single point of contact for the Great Redwood Trail.
  - Authorized SMART to partner or contract with trail agencies, including the Great Redwood Trail Authority on creation and maintenance of the bicycle and pedestrian pathways under the district’s jurisdiction.
  - Specifies that the ancillary bicycle and pedestrian pathways that provide connections between and access to district station sites and the district’s other pathways shall be known as the “Great Redwood Trail, Southern, Segment.”

#### *Update on SMART Board Policy Decision*

- At the May 20, 2020, SMART Board meeting the following policy decisions were made and their status:
  1. Consider the concept of SMART becoming a Common Carrier and Freight service provider (directly or through a contract) with the understanding of all of its privileges, opportunities and obligations from Sonoma-Mendocino County line south and east to Napa River. **(Approved by SMART Board)**
  2. Accept the additional right-of-way from Downtown Healdsburg to Sonoma-Mendocino County Line - 20.8 miles . **(Approved by SMART Board)**
  3. Authorize the General Manager to execute the “Asset Transfer Agreement” between SMART and NWPCo in substantially the form attached hereto as. **(Executed by General Manager)**
  4. Authorize the General Manager to execute the Baseline Agreement between State of California and SMART in substantially the form attached hereto as **(Executed by General Manager)**

5. Direct the Chair of the Board and General Manager to work with Senator McGuire, other State Legislators, Governor and his/her administration to secure the funding needed for the ongoing maintenance and capital project of the freight area. **(On going. So far, \$6M has been secured for ongoing freight related activities).**
6. File documents with the Surface Transportation Board (STB) authorizing SMART to acquire railroad right-of-way and transferring common freight carrier rail operations. **(Filed with STB) and (STB Approved).**
7. Authority to SMART for all freight services south of Mile Post 89. **SB-69 (McGuire) approved and signed by the Governor.**
8. Authorize General Manager to issue a Request for Proposal to seek a freight consultant who would perform Economic Feasibility Study of the entire SMART owned area and analysis for the options to provide freight services in the future. **(Request For Proposal Issued. The selected consultant, Project Finance Advisory Limited conducted the study and an Executive Summary of the findings was distributed to the board in August of 2021).**
9. Authorize General Manager to negotiate and execute an agreement with NWPCo. to provide interim service to the existing freight customers until the Board has made a permanent decision. **(On going)**
10. Request the Chair of the Board to assign several Board members and the General Manager to meet with officials from County of Sonoma, Town of Sonoma, First Responders and the affected Community regarding the future of the existing practice of storage of Liquefied Petroleum Gasoline (LPG) and report back to the Board in a future public meeting. **(To Be Done. Director Gorin and General Manager have been in touch with Community Leaders and partner agencies).**

Chief Financial Officer, Heather McKillop provided a brief presentation. Highlights include:

#### SMART Operations Discussion

- Providing Freight Service Options:
  1. Operate and maintain with SMART freight staff
  2. Contract out with a private party for the operations, maintenance, and freight revenue collection
  3. Contract out only operations
- Currently in negotiations for NWPCo to operate on a temporary basis to assure continuity of service for the existing customers.
- Option 1: Provide Freight Service with SMART Freight Staff
  - Costs
  - Benefits
- Option 2: Contract Out with a Private Contractor for ALL aspects of the Service
  - Costs
  - Benefits
- Option 3: Contract out Only Operations
  - Costs
  - Benefits

- Estimated Revenue Based on Current Operations
  - Freight Hauling - ~ \$1.2 million/ year
  - Storage of Cars - ~ \$466,000/ year (*Roughly 90% or \$420,000 is from LPG storage*)
  - Other miscellaneous income - ~ \$49,000
- Estimated Expenses for 3 Options based on Current Operations
  - SMART Operates and Maintains with our freight staff
    - ~ \$1.7 million; More control over expenditures to come within estimated revenues
  - Private contractor full service
    - ~3.4 million; Estimated deficit \$1.7 million annually
  - Private contractor for operations only
    - ~ \$3.0 million; Estimated deficit \$1.4 million annually

General Manager Mansourian provided a brief presentation. Highlights include:

#### Liquified Petroleum Gas (LPG)

- NCRA's private contractor, NWPCo began transporting and storing LPG tankers at the Schellville Property in 2016.
- SMART objected to the storage of LPG and requested Federal Railroad Administration (FRA) review NCRA/NWPCo's LPG operations. FRA found no violations.
- NCRA and NWPCo filed a complaint with the Surface Transportation Board (STB).
- STB denied NCRA's initial request for an emergency order and injunction and instead instituted a formal proceeding to review the matter once the legal issues were fully briefed.
- In 2017, SMART and NCRA/NWPCo reached an agreement that allowed LPG storage at Schellville only:
  - No other locations can be used for LPG storage
  - No other Hazardous Material can be stored
- History of LPG
  - LPG Tank Cars Stored FY16-FY21 Chart
- LPG options available for SMART:
  1. Continue with the current practice
  2. Stop the current practice when contract allows it
  3. Establish a transition period of 3 years where all LPG tankers will be removed from Schellville and provide SMART with opportunity to backfill the lost revenue
- Update on LPG and Community Feedback
  - On Sunday, November 14; Director Gorin and SMART General Manager Mansourian met with several community members and discussed the history and options available to SMART.
  - Community members were encouraged to provide feedback in writing so we can share them with the entire Board.
  - On Monday, November 15; Director Gorin, Chair Rabbitt and SMART General Manager Mansourian hosted a zoom meeting with several community members and business leaders as well as members of media and discussed the LPG issues and available options.

- Freight Policies
  - There are several policies that SMART needs to consider and adopt in the next 12 months. Examples are:
  - Policy and Procedure for creation/modification of a new/existing spur serving a shipper:
    - Who pays, owns, maintains?
    - What other transit agencies do?
  - Policy and Procedure for creation/modification of a new/existing crossings serving a shipper:
    - Who pays, owns, maintains?
    - What other transit agencies do?
    - Financial policies related to Freight operations

General Manager Mansourian stated that that concludes the presentations, and he would appreciate receiving feedback and direction from the Board, for the new General Manager, Chief Financial Officer and General Counsel so they can develop specific action items to bring back into the Board in the future for consideration in a public meeting .

#### Comments

Chair Rabbitt thanked staff for the update and all the work that has been done. He thanked Director Gorin for the outreach she has done regarding the LPG situation, which has been around as indicated with the history, but we were limited in our direct actions until the point in time where we had more control over the freight operations.

Director Gorin thanked General Manager Mansourian and appreciates all his time and attention over the years to this issue because he has been very responsive and answering my questions. When the agreement was made to store the LPG tankers, she came to the SMART Board years ago to address the issue and state that the residents in Sonoma Valley were outraged because we've been paying into SMART and do not have service from SMART. A large community meeting was held including the City of Sonoma, Steve Page of Sonoma Raceway, Ramsgate Winery, Gloria Ferrer Winery, and various tourism leaders who were appalled that the LPG tanker were in the mouth of Sonoma Valley, which is not a great message to the visitors coming into Sonoma Valley and Napa Valley. When the Schellville Fire Station was flooded and had to evacuate many people and business owners from that location, the tankers cars move around and when it's dry, they become a graffiti magnet. She appreciates the opportunity that we have before us and especially appreciates the discussion that this Board is going to have. She said that given the financial constraints and the potential for revenue loss for freight hauling operation, if in fact we look at a shorter termination of the contracts and removing the tanker cars. She asked if there is an opportunity coming up with a different future within the next six months and explain what that means and if we indicated that this might be a preferred outcome, what kind of information could you bring back to the Board about how you might find some revenue stopgaps, or some actions moving forward to moderate or mitigate the revenue loss.

General Manager Mansourian responded that he had a conversation with the owner of the freight company this morning and asked when he can inform the Board and members of the public when the obligations will expire. He was advised that six months, then you should be able to fulfill the existing obligation, which will be transferred to SMART, and then we have no more contractual obligations. The new General Manager and Ms. McKillop who has been involved will bring back the item to the Board with option on how the budget will be balanced assuming all these numbers that we have pan out.

The other issue is whether the Board wants to provide freight service in house or contract it out. They are tied together because during the request for proposal various freight providers asked the question regarding the LPG. Because they are going to get into this business for profit, they would like to know their limitations and the restrictions. Once the Board provides direction on these items staff will come back and with specific recommendations and decision options for your Board consideration.

Director Gorin stated that the Sonoma Valley has approximately 20,000 voters, and the Board is looking at reauthorization of the sales tax which could be a political issue for the Valley if there is no movement on the tanker cars. They would love to have the train extended to the Capital Corridor and have service at some point in the future. The Board needs to decide, if freight will be in house or contract, she is going to support it in house, and what can be done about the tanker cars.

Chair Rabbitt asked if SMART should perform freight services internally with dedicated staff or contract with a private freight service operator. Our responses will give direction to staff and where to spend their time and energy on how to proceed. He has questions regarding the ability of in house staff and he wanted to be assured that we can do it at a cost that is cheaper. He said that freight is important to him because the only contractors that we have are in Petaluma and freight is moved three times a week. He asked how it works for SMART going forward.

Ms. McKillop responded that staff has made some assumptions with the limited information that has been given and we've had to kind of extrapolate. With the information that is available, it appears that it would be more advantageous to provide freight service inhouse. The staff that is needed is as follows: 2.5 FTE Engineers, 2 FTE Maintenance of-Way, 1 FTE Freight Manager and .50 FTE Administrative for support. The other things that we looked at was how to do vegetation control, supplies that would be needed, and we would be taking over ownership of two locomotives, as well as the lease on a third locomotive. We have used information from NWPCo to estimate those ongoing expenses and repairs on the locomotives. Staff is looking into conducting a cost allocation for the purposes of legal support, executive management, accounting, and procurement to address those issues. By doing it that way part of the organization will not fall under the freight definition, but just the employees mentioned that would specifically be working on the freight activities. If the Board's decision is to direct staff to conduct freight in house, we would come back with a more detailed budget for you, that we would want you to approve.

Chair Rabbitt asked if the two Maintenance of Way employees be concurrent with the passenger system or solely freight. Ms. McKillop responded that it would be solely freight. Chair Rabbit asked if there is burden of that stepping up so high that we would be either overwhelmed or would have to hire additional employees to cover that freight. Ms. McKillop responded that not at this time, the amount of invoices that are processed, the amount of legal work right now is not significant, based on the information received and the revenue generation possibilities.

Director Bagby asked for clarification if everything that the Board and staff are looking is based on current business and it is currently active. Ms. McKillop responded that is correct. Director Bagby stated that in North County there would be ample interest from several manufacturing businesses, we already have beer customer built in, and are several more beer customers that are north of the current customer that would be in addition to that. She asked when is the appropriate time to look at the potential business for freight, that is not currently being served. General Manager Mansourian responded that for the last year Mr. Wiltermood who provided a brief history of freight presentation has been in contact with anybody that could benefit from freight service. If there are any businesses that have an interest, please inform us and we will meet with them, do analysis, and help them with the infrastructure that SMART has. This will be the responsibility of the freight manager position that was mentioned since we want to expand to the Mendocino County line. There are funds available to freight service from the State and Federal level that can also assist SMART getting passenger service to the North. Director Bagby stated that there is a beer manufacturer who already purposely bought a piece of property that has a rail spur for the purpose of using freight service. She thinks that this Board needs to conduct a freight analysis for our region and finding out the real business potential is in the long term

Vice Chair Phare thinks it's exciting to think about having it in house, but also terrifying to think about doing it in house. The reason is that we have some experienced staff in our organization, however, the staffing level is a little short and especially in the administrative support. It is easier to sell a beautiful green train than it is a freight train. SMART has a very small staff doing a large amount of work and we should not overload our staff with another organization that will require to work more than 40 hours a week.

Director Colin thanked General Manager Mansourian for sending her the freight executive summary. In the last sentence of the executive summary says that it's recommended that smart develops a financial model and formulate a strategic plan to help guide future decisions. She said that is what is needed as a framework to have this conversation. She asked if in that analysis will it have the financial model. General Manager Mansourian responded that the current contract for the consultant does not include that financial model and the reason was that the consultant wanted key questions answered before he can proceed. For example, the LPG was an issue and if an outside contract they want to have the full ability to transport and store whatever they can. There needs to be restrictions and control due to the fact that if they want to bring something or store something that is unacceptable. The thought is to set up in phases which are 1) set up your operation; and 2) the decision on LPG and then in few months after additional analysis is conducted. One of the biggest problems, was COVID-19 which changed everything. Also, the executive summary lists three scenarios; one

is status as is, one is things get worse, and one is things really get better. Does the Board want to do financial analysis on all of those three or on one because it could take a while, and data is needed that we don't have. Ms. McKillop added that it was difficult just do this basic information that we have presented to you today. We need more experience with seeing what those revenue collections are as well as the expenditures, that is why she is hesitant in recommending contracting because we don't feel super comfortable with the numbers. We always have the ability to change, so if we choose to do it internally and we find out that the revenues are showing up in a certain way, and the expenditures and it makes more sense to go out, a Request for Proposal can be issued. This is the best projections that we could do, and we need some of these answers about in house or external, to be able to put together that Financial Plan and a Capital Plan.

Director Garbarino stated that she is going to advocate that SMART do it in house for a couple of reasons. The first, we have a phenomenal staff and do notice the warnings about they may be overworked. She feels comfortable with the sort of work plan or staffing plan that was presented. She thanked General Manager Mansourian publicly that we have a train in our future for the next generation because of him; that's from my heart, she added. The second, is the transport of anything is far better on rail and the numbers are astonishing as to how much less of a carbon footprint that mode of transportation has.

Director Connolly shares obviously in the well wishes for Mr. Mansourian and presumably we're going to have more of an opportunity at a later date. It appears that, based on kind of the limited financial information we have, at this point it would pencil out more to go with an in house approach. In terms of cost benefit it make sense, because I do see one benefit of having more control over that storage issue and agrees with Director Gorin that we terminate storage of the LPG given the safety issues in the Valley. If we go internally and we can always revisit, on the other hand, when he hears that we're going to set a system up/division related to freight it does suggest permanence and length of time. He asked what the expectation would be, and we all agree, there would have to be more financial modeling before a final decision. Ms. McKillop responded that in her opinion it could be a year, to see the revenues and what the traffic looks like. Freight traffic was less due to COVID-19, however it has been increasing. Less than a year would be difficult to see the revenue picture, as well as how the expenditure picture would look like. General Manager Mansourian added that the reason the State of California provided SMART \$6 million is that the State also recognizes that there has been a tremendous amount of deferred maintenance over the last decades, and we will need to do a lot of repairs on the line. Between 1 year and 2 years will help SMART gather the data while marketing is being conducted. The marketing and approaching businesses as Director Bagley mentioned is very important to expand and remove trucks from the highway and local roads. There is a lot of work to be done by Mr. Cumins and Ms. McKillop who come from previous jobs that have dealt with freight service.

Director Bagby stated that she has heard from her constituents who have spoken at SMART, and at other meeting on the following: 1) climate change and the reduction of GHG that can result in in moving a significant amount of traffic to freight; and 2) highway safety and road maintenance, the quality of our roads is impacted by the number of trucks, on Highway 101. These are two important considerations for SMART as a Business Plan is forming. Given those

scenarios she is more comfortable bringing this in house, because I think that is something that our constituents are consistently asking and demanding from SMART and completely support that. Is not to say that a contractor can't share our values and set guidelines moving forward with how we might want to do this in the future. She thinks that this board and our staff know how important those issues are to our constituents, and we're uniquely able to start the business of expanding freight.

Director Fudge stated that she agrees with what has been said. In the presentation it was mentioned that contractors would be trying to make a profit. She does not want to start a struggle with another rail company like the one that we have in the past. She thinks it would benefit the residents who live along the right-of way to know that SMART is in control and will be able to control what could be stored and how many trains would be passing through a day. This is more environmentally friendly, and we would have to market to them, because people forget that freight is taking trucks off the road. SMART would be helping the economy and the environment and managing it for them as well. She said that most of SMART's Engineers have freight experience, and they must learn passenger service and eventually return to freight for their railroad pension plans. She asked what if a person went back and forth between different kinds of trains would that complicate their pension plans. It is obvious that Sonoma Valley wants the LPG rail cars removed and SMART tried but were not able to do it. She asked if SMART was operating freight, is there another location along the rail line that does not impact residence, that would be available to store, instead of just having easements. General Manager Mansourian responded that SMART will have specific job descriptions for freight staff and will not be doing anything on the Passenger service side. In terms of replacing and if your Board decides that LPG should not stay then obviously one of the things, we need to do is not only balanced the budget but figure out how to backfill that. The marketing needs to start immediately because there might be a lot of opportunities along the rail line that can be used to store and acceptable to the Community .

Chair Rabbitt stated that when freight service was shut down for a short period of time, he heard immediately from Hunts and Behrens, Dairyman Feed, and Willowbrook which are mostly poultry. They come in by railroads and railroads are four times more fuel efficient than trucks and trains can cut greenhouse gas emissions by 75% as compared to trucks, and not to mention the congestion on the highways, local roads, and safety factors. For the recipients for customers, it's cheaper and animal feed is best delivered by train. Three of the four customers, do that because it is cheaper and apparently hops for Lagunitas is cheaper by train. We are heavily relying on Agriculture as a freight business going forward and need to continue to support and expand the business. He is curious to know what the capacity is of how much we can expand the business without making a huge capital investment. A locomotive is going to be \$1.5 million, and you don't want to add two or three more customers and push you over the edge to put in a massive capital expenditure that you can't amortize over a long enough period to make it make sense. He is supportive of staff investigating keeping it in house and is happy to hear that the costs is cheaper and making sure that we understand that full breadth of the business plan that's required strategically, what we need to invest to make sure that we can capitalize the market and still pay our bills and be as efficient as possible.



Director Hillmer thanked the Board and staff for the conversation. He is in support of keeping it in house, if only for the fact that it will allow us to stay responsible for all of this until we learn what if we have to go out to consider outsourcing a contract. Just throwing it out to the other interests for the convenience does not make sense, given all the responsibilities that we have to the Community that has been described in this conversation.

Chair Rabbitt said that the positives of greenhouse gas reduction of removing the trucks off the roads, far outweigh the downside, but at the same time, it puts a government entity at sometimes an awkward spot. He hears consensus on keeping freight in house going forward. He would like to have the conversation of the LPG issue prior to going to public comment. He asked General Manager Mansourian and Chief Financial Officer McKillop how we can go forward on that shortest transition time possible, and it seemed to be that that was as little as six months and if it is feasible, he would feel comfortable moving in that direction today. General Manager Mansourian responded based on the financial ability that SMART has today this issue can be managed in a short period of time. Staff will come back to the Board and provide a comprehensive report. Ms. McKillop confirmed that six months, gives staff enough time to figure out how we can fund that shortfall, both in the near term and what strategies would be for the long term.

Chair Rabbitt stated that the consensus is that we would like to have the LPG tankers go East within a relatively quick period of time, as the contracts would allow and then we would come with a financial plan to backfill what's needed.

Director Gorin thanked Chair Rabbitt for characterizing that and the discussion of the direction was important to articulate because they'll probably be a lot of public comments encouraging exactly that action. She knows the Community would want to thank this Board, the Chair Rabbitt, General Manager Mansourian and Chief Financial Officer McKillop for making this possible.

#### Public Comment

David Schonbrunn, President, Train Riders Association of California, they were firmly opposed to SMART becoming freight operator and today is the perfect example of why. Having discussions about mitigating revenue loss is not a promising way to start a business. He comments further that your staff report is exceedingly weak and would not be sufficient for any kind of serious business operation. In slide 21, with the alleged net revenues from the three alternatives, he would call that faith based accounting there's no showing of assumptions and it looks like sheer manipulation of the Board to give you an apparent financial reason to go for a lower cost option. Slide 26, did not give any kind of material to consider in these questions. One of the most serious issues is that staff issued a Request for Information from petite potential freight operators you didn't hear a word about that today. Is that because that information would be inconvenient, he thinks the Board deserves to know what was the level of interest expressed by commercial operators.

The executive summary for your freight and marketing study said nothing at all about the potential for expanding your freight market and what does that say about the merits of this study and whether it serves your boards purposes. He agrees with Chair Rabbitt, and it is silly

to believe that a public agency can operate at a lower overall cost than a private sector operator. Having a business question like LPG which is necessarily politicized is exactly the reason to not have the business control by a political board to him is huge mistake and I see nothing good coming of this in future years.

Judy Tipple stated that she attended the community meeting on Sunday at the Schellville Fire Department and was very impressed with SMART's General Manager presentation. She thinks keeping the information in house or the staffing in house is a good idea. The six month transition is excellent. She is concerned with cost and, at the meeting she asked Mr. Mansourian and if in fact, SMART was eligible for any of the bipartisan infrastructure bill that California will be getting from the Federal Government. He mentioned that there was a problem with the Federal Government saying there were issues with California pension and SMART would not be getting any money. She asked if there is additional information on the ability of SMART receiving federal infrastructure funds.

Doug Kerr stated that he has concerns with slides 20 and 21. The total estimated current revenue is \$1.7 million, and the expenses are going to be \$1.7 million a year and if we take away \$420,000 for LPG storage, you now must increase the freight hauling by 40% to breaking even and it sounds like a lousy business case. He would like to know how we can increase the freight hauling by 40% that's a huge increase. If SMART loses money on freight where does that money come from.

Richard Brand stated that he appreciates the opportunity and a good discussion. He feels complimented to hear that some of the Directors are in support of what rail transit will do for our area. He said that over three years he has said that rail transit gets cars off the road will decrease the amount of wear and tear of the highways, and the greenhouse gases. The title freight is the wrong term, which it's a subordinate clause? and the ordinary clause, the subject really is interstate commerce and in the case of freight going to Lagunitas is international from Canada commerce as a common carrier and he hopes the Board and Staff is ready to accept and take on those tasks. There is a lot of issues involved in becoming a rail interstate commerce transport entity. Slide 6 states the current conditions of customers and delivery to Lagunitas via truck, also Mr. Williams had asked that a switch be put in, so they could deliver directly to Lagunitas and that was never done. He has been told that there is a Positive Train Control compatible switch and encourage Mr. Cumins to look into that in order to deal with new customers is to provide connectivity via spurs. Friedmans was using that needs to be reestablished. If SMART is going to get into the freight business, it needs to consider what it takes to put in the infrastructure. The Jackson family farms has a warehouse, and they love to ship on rail, but they haven't had a connectivity. He suggested that SMART needs guidance and needs to look for experts on rail.

Jack Swearengen stated that the idea that SMART wants control of freight activities to regulate or manage what kind of items are shipped, he wonders if SMART can be free as a common carrier to make those choices and does the Surface Transportation Board hold the reins on that. Once SMART accepts being the common carrier, he thinks, that STB decides what you can carry. He said that Friends of SMART has taken a position that they believe that the trail and rail should coexist, as far as Willits and we've gone so far as to talk Mendocino

County Supervisors and begun to get opinions from the friends of Eel River or not opposed to the idea. He has done a study and identified that there 21 shippers between Cloverdale and Fort Bragg that are looking forward to freight business.

Bill Norton said he is member of the Sonoma Valley Fire District, and he emphasize the hazards of the LPG tanks. He certainly agrees with Directors Connolly and Gorin's comments, however, people don't realize how bad a LPG fire can be on a rail car. If you've got an uncontrolled fire, you've got the best chance in the world of having what is called a boiling liquid expanding vapor explosion, which it involves two explosions. The first explosion is when it disintegrates the rail car and the second explosion is when the liquid is transported and blown up into the atmosphere and then that explodes, as it turns to it to a vapor. The community wants them out of the valley. There is a huge hazard in the valley if they were to get caught on fire.

Norman Gilroy stated that Mr. Norton make an excellent point of the hazards and danger of the LPG tanks. He is a neighbor that lives less than a mile away from where the LPG tanks are being stored. He and various neighbors have written letters regarding this issue and hope it will be made part of the record for this hearing. It is important to recognize that we are not talking about transportation of LPG we are talking about storage of LPG which are different issues in terms of federal rail or regulation and in terms of safety. The storage of the LPG tanks is of concern of the community and believe that is time for the tanks to be removed. He said that a private contractor is completely deaf to the local public and the community has not been successful in getting improvements at rail crossings. He suggested that the Board directing staff in operating the freight service, since the community will have a better opportunity for dialogue and recognition of concerns and better thing for the people of this Sonoma Valley.

Chair Rabbitt clarified that the Board did make the decision to remove the LPG tankers as soon as possible.

Dani Sheehan stated that we do need to remove trucks off the road and thinks there is a huge potential for revenue once the fundamental issues of infrastructure in place. Moving forward with freight, is not about public opinion however it is about the right thing to do. We now have a message and marketing issue, and a financial issue, but she thinks in terms of building that infrastructure is continued with the same philosophy and practices it is going to be successful.

Thomas Ells stated that he developed at least 10 million square feet of commercial development that was rail served. There are pluses and minuses here for your Board and for the Community. The LPG are very hazardous and can take some time if caught on fire to connect to another tanker in a loading situation or a storage situation. SMART will have some control of the risks that that can go on the rail respective of the State Transportation Board. As far as cost is concerned and it's not going to be profit center and if prices increase customers are going to go back to truck deliveries. There are potential customers like Jackson and Gallo that can have shipments by rail, however the can file for a permit to be a short line rail, even if they're just a spur and going to add 10% of the total shipping costs delivery.

Steve Birdleough stated that he three numbers, which are 12 months to study the data because we're unsure about its accuracy, 24 months because we're uncertain about its accuracy and we've had we just emerged from a very unusual situation and six months. He thinks we should not dangle the idea that we can do this in six months and suggested 12 months to 24.

Sheila Baker she is speaking on the average public perception of what is transported on freight. There are various items like liquid petroleum gas, coal, radioactive waste, or something flammable not acceptable. However, beer, wine, milk, hospital equipment, toys or something like that very acceptable. She thanked the Board to agreeing to remove the LPG from Sonoma Valley. Freight offers a good opportunity to get ahead on our environmental as far as transportation. She thinks it's great to get trucks off the road.

Mike Pechner congratulated Mr. Mansourian on his retirement and the work that he's done. He stated that there are three spurs at Blackpoint on the Brazos Branch and he asked that they be added. He suggested looking at the Windsor to Cloverdale section and do not eliminate any of the spurs in Healdsburg or Cloverdale. He said that SMART has a fantastic person on staff, Jon Kerruish Superintendent of Transportation that could answer any questions he worked for the California Northern Railroad. He is absolutely and incredible encyclopedia about railroad and freight railroads he knows all about California Northern and it was all about Northwestern Pacific Railroad

Chair Rabbitt stated that someone missed the discussion on 13(c) and if they are still listening That issue is a political policy between the Department of Labor and State of California regarding retirement plans that were changed that the Department of Labor believes would have been part of a collective bargaining agreement. SMART should not even be part of that discussion, but we're caught in the middle of that, and I can't imagine politically that California, the largest State in the Union will go too long without receiving the Infrastructure Package Funding.

Today's actions are to provide direction to staff in incremental steps. We are going to concentrate on running freight service in house, because we think that's the most effective and cheapest way to do it with the information before us. The LPG tankers will be eliminated a Schellville within six months and staff will come back with a financial plan to make sure that our freight system will not lose money and be implemented. He clarified that the six months refers to the LPG contracts and the other dates are more flexible. Personally, he believes, we want to make sure that we keep freight moving forward in this interim time and we've been successful and doubt that we will stop being successful in that in that endeavor.

Lastly, General Manager Mansourian stated that there is one item that he would like Chief Financial Officer McKillop to answer because one caller implied that SMART is going to finance the loss of LPG revenue on the back of existing customers by increasing their rate 40% which is incorrect. Ms. McKillop responded that there is an acknowledgement that the LPG are removed that it will provide less revenue for SMART and the intent is not to increase the

current rates to a point that would be untenable for anybody to be able to use SMART in the future. We have not had that conversation, and in fact the rates are actually set by the Union Pacific for hauling activities and we get it would get a portion of that so as we committed to the board, we will be looking at the impacts of that and coming back with a proposal about how that could be funded, both on a short term basis and more long term.

Chair Rabbitt reminded the public that none of these decisions are made in a vacuum and none of them are not made without diving into the expertise of subject matter experts as well. SMART is a very smart organization and knows who to ask and get the information going forward.

Director Gorin thanked the Board for the support and actions moving forward. She know that this is a financial crunch and will join you and thinking through how that will benefit smart and the long run, and as well as cover the deficit, the short run, but I also want to thank our general manager, for her story and heather for all the analysis and his willingness to come out there and talking talk with so many members of the Community, I think you Sonoma valley thanks you so I'm looking forward to seeing those taker cars, leaving.

Chair Rabbitt stated that he is going to have General Manager Mansourian say the last words today before we adjourn the meeting.

Lastly, General Manager Mansourian stated that it has been an honor serving the Board. When he arrived in September 2011, he always said there were 12 board members and six small staff, and no construction had taken place. Your board said let's get going and in a smallest and the shortest possible time we build not only a railroad, but an accompanied bicycle path and we created an entire organization. You have created a transit agency that did not exist, so this is all possible because of the generosity of the taxpayers in Marin and Sonoma and the dedication of your staff. He stated, they are the best transit staff in the country, we still have a lot of work to do and keep your eye on the ball don't be tainted by people who want to tell you, you cannot do it you've proven them wrong over and over. If it was easy anybody could have done it and it surely was not easy, so I leave with you saying....the little engine that he could you prove and it's the little engine that it did. He thanked everyone and said it has been an honor , he will be a member of public from the other side and will be attending soccer games with his grandkids, his nine year old has already told him everything she's going to have him doing the next six months, and he will enjoy that. He wishes you all the best of the best. Once again thank you for giving me this opportunity.

12. Next Regular Meeting of the Board of Directors December 1, 2021 – 1:30 PM
13. Adjournment - Meeting adjourned at 4:20pm

Respectfully submitted,

Leticia Rosas-Mendoza  
Clerk of the Board

Approved on: \_\_\_\_\_

**Resolution No. 2021-24.12 (DEC)**  
**Sonoma-Marín Area Rail Transit District**  
**December 1, 2021**

**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, proclaimed state of emergency; and

**WHEREAS**, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code Section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; 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 virtual meetings, and has reconsider the circumstances of the emergency and determine that the state of emergency continues to directly impact the ability of the members to meet safely in person;
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, meeting 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. 2021-24.11 (NOV)**  
**Sonoma-Marín Area Rail Transit District**  
**December 1, 2021**

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 1<sup>st</sup> day of December 2021, 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



December 1, 2021

**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

Sonoma-Marin 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:**

The first part of the Monthly Financial Status report is regarding revenues. We have provided a chart that lists the revenues forecasted in the FY 2021/22 adopted budget and the amounts collected to date. In addition, we have specifically broken out sales tax and fare revenues to show current and comparative information over the last three years. Both sales tax and fare revenues appear to be trending above projections and will be reviewed as part of the amended budget process.

The second part of the Monthly Financial Status report is regarding expenditures. We have added expenditure gauges so with a glance the reader can see what percentage spent in administration, operations, capital, and freight. We have also provided the detail information on approved budget, actual expenditures, and remaining budget. Please keep in mind that expenditures don't 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 2021-22.

Very truly yours,

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s):

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





**MONTHLY FINANCIAL STATUS  
OCTOBER 2021**

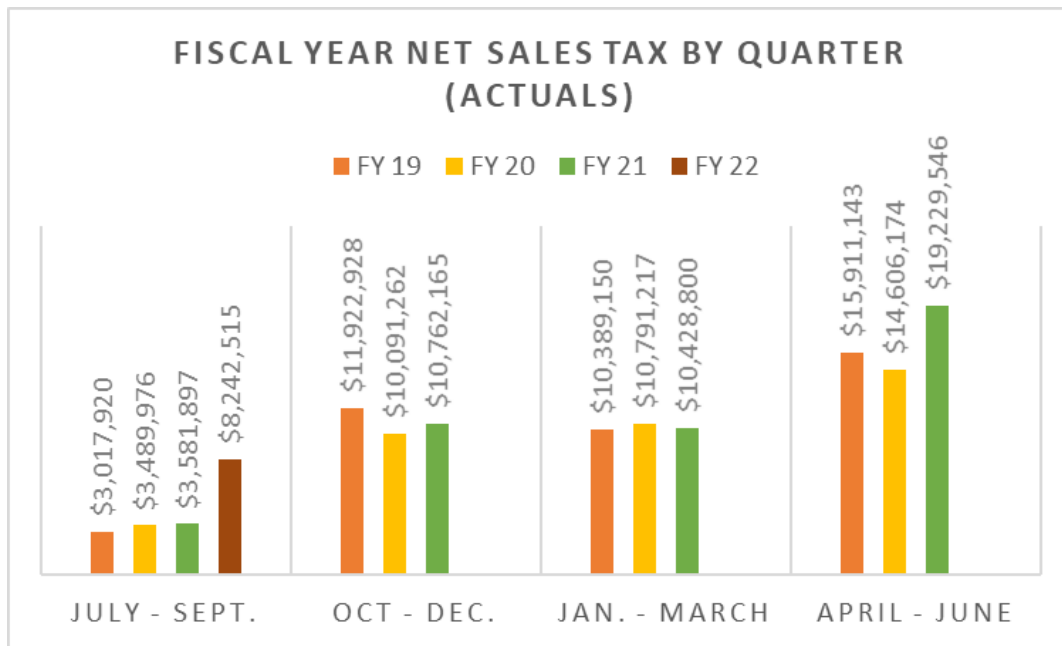
**REVENUES**

	<b>FY 2021-22 Approved Budget</b>	<b>Actual</b>	<b>Amount Over/ Under Budget</b>	<b>Comments</b>
<b>Revenues</b>				
Sales/Use Taxes	\$ 42,074,000	\$ 8,242,515	\$ (33,831,485)	Sales Taxes are recorded when received not when earned.
Interest and Lease Earnings	\$ 732,665	\$ 209,734	\$ (522,931)	Leases renew throughout the year
Freight Leases	\$ -	\$ 19,350	\$ 19,350	Lease income from freight right-of-way
Miscellaneous Revenues	\$ 30,000	\$ 318	\$ (29,682)	
Fare Revenue	\$ 811,050	\$ 421,912	\$ (389,138)	
Parking Revenue	\$ 27,000	\$ 4,286	\$ (22,714)	
State Grants	\$ 8,630,684	\$ 1,758,941	\$ (6,871,744)	State grants are received throughout the year
State Grants - Freight	\$ 5,803,473	\$ 6,920	\$ (5,796,553)	
Charges For Services	\$ 57,500	\$ 61,743	\$ 4,243	Includes dispatching and flagging services which are performed throughout the year
Federal Funds (Non-COVID Relief)	\$ 4,271,640	\$ 427,048	\$ (3,844,592)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Federal Funds (COVID Relief)	\$ 427,907	\$ -	\$ (427,907)	American Rescue Plan (ARP) Funds
Other Governments/ Misc.	\$ 158,998	\$ 12,000	\$ (146,998)	
<b>Total Revenues</b>	<b>\$ 63,024,917</b>	<b>\$ 11,164,766</b>	<b>\$ (51,860,152)</b>	

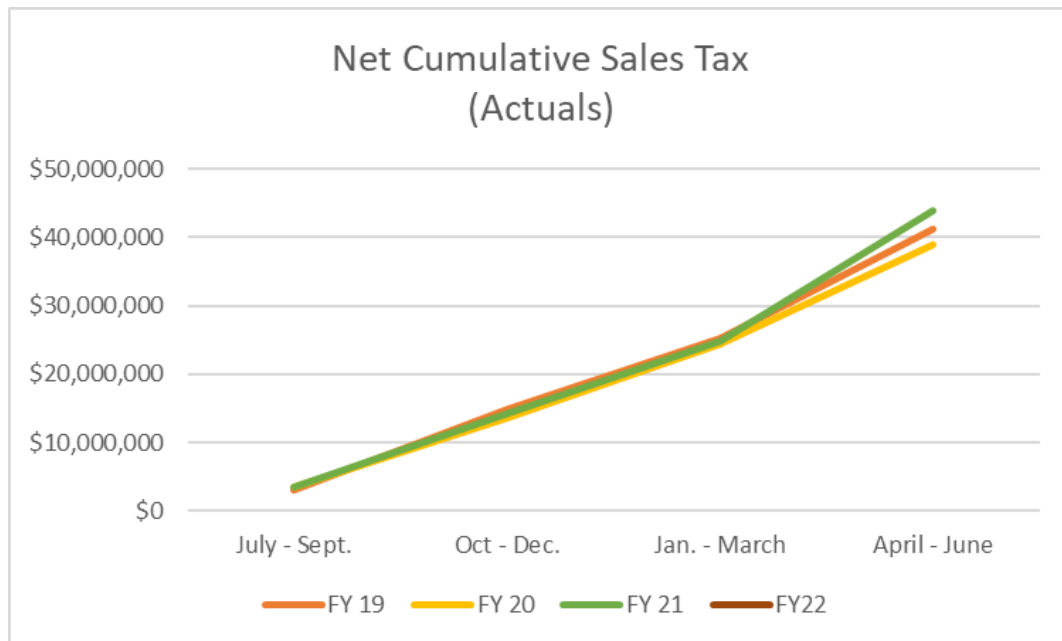
**Measure Q Sales Tax  
Fiscal Year (FY) 2021/2022**

<b>Time Period</b>	<b>July - Sept.</b>	<b>Oct - Dec.</b>	<b>Jan. - March</b>	<b>April - June</b>
Forecasted FY 22 Budget	\$ 3,506,166	\$ 10,518,498	\$ 10,518,498	\$ 17,530,830
Actual	\$ 8,242,515			
Difference	\$ 4,736,349			

**Fiscal Year 2019-2022 Net Sales Tax Comparison  
(by Quarter)**

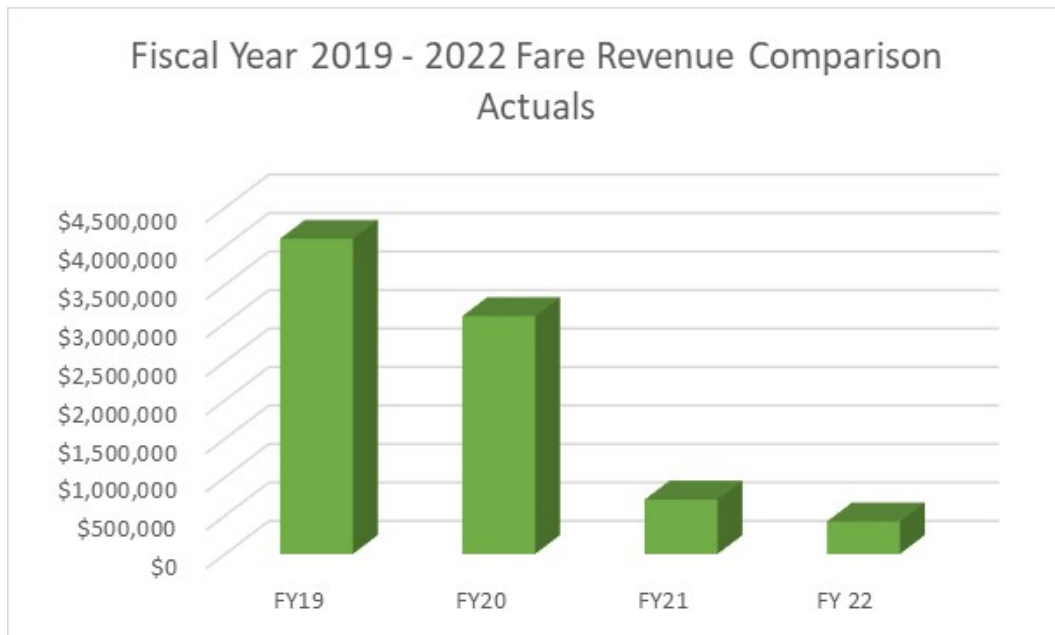


**Fiscal Year 2019-2022 Net Cumulative Sales Tax Comparison**

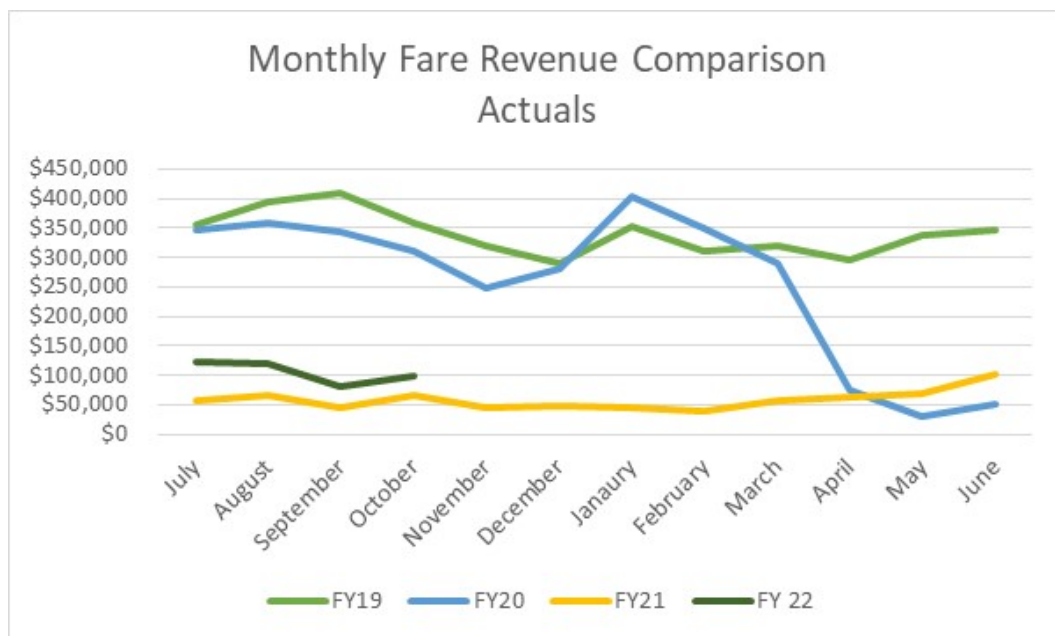


Note: Sales Taxes are recorded when received not when earned.

### Fiscal Year 2019-2022 Fare Revenue Comparison



### Fiscal Year 2019-2022 Monthly Fare Revenue Comparison



## EXPENDITURES

Administration	Operations	Capital	Freight
----------------	------------	---------	---------

■ 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 2021-22 Approved Budget	Actual	Amount Over/ Under Budget
<b>Expenditures</b>			
Administration			
Salaries & Benefits	\$ 5,924,313	\$ 1,409,391	\$ 4,514,922
Services & Supplies	\$ 10,315,306	\$ 1,751,750	\$ 8,563,556
Debt Service/Other Charges	\$ 14,944,169	\$ 283,538	\$ 14,660,631
Machinery & Equipment	\$ 445,600	\$ -	\$ 445,600
<b>Administration Subtotal</b>	<b>\$ 31,629,388</b>	<b>\$ 3,444,679</b>	<b>\$ 28,184,709</b>
Operations			
Salaries & Benefits	\$ 16,573,654	\$ 4,083,269	\$ 12,490,385
Services & Supplies	\$ 6,883,110	\$ 1,112,198	\$ 5,770,912
Buildings & Capital Improvements	\$ 4,462,941	\$ -	\$ 4,462,941
<b>Operations Subtotal</b>	<b>\$ 27,919,705</b>	<b>\$ 5,195,467</b>	<b>\$ 22,724,238</b>
Capital			
Salaries & Benefits	\$ 1,482,430	\$ 434,628	\$ 1,047,802
Services & Supplies	\$ 787,694	\$ 70,229	\$ 717,465
Other Charges	\$ 30,000	\$ 12,600	\$ 17,400
Machinery & Equipment	\$ 1,555,000	\$ 1,100,000	\$ 455,000
Infrastructure	\$ 10,550,920	\$ 196,459	\$ 10,354,461
<b>Capital Subtotal</b>	<b>\$ 14,406,044</b>	<b>\$ 1,813,916</b>	<b>\$ 12,592,128</b>
Freight	\$ 5,803,473	\$ 10,091	\$ 5,793,382
<b>Total All Expenditures</b>	<b>\$ 79,758,610</b>	<b>\$ 10,464,153</b>	<b>\$ 69,294,457</b>

## CAPITAL PROJECTS

Capital Project Report				
	Budget	Actual	Remaining	Project Status
Additional Railcar Purchase	\$ 11,000,000	\$ 11,000,000	\$ -	All milestone payments complete
Windsor Extension	\$ 65,000,000	\$ 24,408,475	\$ 40,591,525	Funds on hold, pending MTC lawsuit on RM3 funding. Awaiting Supreme Court decision
Sonoma County Pathway Connector Project - Design & Construction	\$ 15,691,763	\$ 1,841,421	\$ 13,850,342	In design & permitting
- Southpoint to Main (2.9 miles)				
- Golf Course to Bellevue (2.8 miles)				
Marin & Sonoma Pathway Design & Permitting	\$ 10,791,740	\$ 94,920	\$ 10,696,820	The design consultant work has been divided into two Request for Proposals (RFPs). The Phase I RFP is out now for bid and the Phase II RFP will be going out in the Spring of 2022.
RFP Phase I Locations:				
- McInnis Parkway at Bridgewater Drive to Smith Ranch Road (0.74 miles)				
- Main Street to East Railroad Ave. (1.48 miles)				
- Joe Rodota Trail to 3rd Street (0.06 miles)				
- Santa Rosa Downtown Station to 6th Street (0.04 miles)				
- Guerneville Road to West Steele Lane (0.32 miles)				
- West Steel Lane to San Miguel Road (1.2 miles)				
- San Migeul Blvd. to Airport Blvd. (3.1 miles)				
Payran to Lakeville Pathway - Design & Construction	\$ 1,085,806	\$ -	\$ 1,085,806	Pending grant execution & securing environmental permits
Black Point Bridge - Fender & Structural Repair	\$ 715,000	\$ 55,291	\$ 659,709	Awaiting environmental construction permits
Tributary Pacheco Creek Timber Bridge Replacement	\$ 842,205	\$ 11,022	\$ 831,183	In design
San Antonio Tributary Timber Trestle Replacement	\$ 1,129,110	\$ 10,018	\$ 1,119,092	In design
McDowell Blvd. Crossing Reconstruction - Design & FY21 Const.	\$ 1,150,000	\$ 13,443	\$ 1,136,557	In design

## 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	\$ 20,034,228
Sonoma County Investment Pool *	\$ 53,895,875
Total Cash on Hand	\$ 73,930,104
<u>Reserves</u>	
Self-Insured	\$ 2,370,685
OPEB/ CalPERS	\$ 3,574,676
Operating Reserve	\$ 10,000,000
Capital Sinking Fund	\$ 7,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 30,570,361
Cash Balance	\$ 43,359,743
Less: Current Encumbrances	\$ 8,849,527
Balance	\$ 34,510,216
Less: Estimated FY22 Year-end Fund Balance**	\$ 23,078,175
<b>Remaining Balance</b>	<b>\$ 11,432,041</b>
* Does not include funds held by the trustee for debt service	
** Will be adjusted in Fiscal Year 2022 amended budget	



## Contract Summary

Active Contracts as of November 1, 2021

Contractor	Scope	Fiscal Year 21/22 Projected	Fiscal Year 21/22 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$104,000.00	\$33,360.00
Ai-Media, Inc.	As Needed Live Captioning Services for Public Meetings	\$15,000.00	\$1,440.00
Air Technology West	Maintenance and On-Call Repair for Air Compressors	\$4,800.00	\$3,154.00
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$36,000.00	\$7,196.00
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$26,782.00	\$12,446.00
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	\$90,000.00	\$16,375.00
Asbury Environmental Services (AES)	Recycling & Disposal Service for Used Oil, Fuel Filters, Rags, and Related Equipment	\$18,600.00	\$685.00
Barbier Security Group	Security Patrol Services along Right-of-Way	\$67,000.00	\$0.00
Bay Area Traffic Solutions	Flagging Support for MOW	\$13,000.00	\$0.00
Becoming Independent	Emergency Bus Bridge Services	\$37,000.00	\$4,600.00
Bettin Investigations	Public Safety and Emergency Training Consultation Services	\$5,000.00	\$0.00
Bright Star Security, Inc.	Security Patrol Services at SMART's Cal Park Tunnel	\$5,832.00	\$2,610.00
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$100,000.00	\$0.00
Business Training Library, LLC	Cloud-Based Learning Courses	\$14,000.00	\$12,605.00
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$22,728.00	\$1,063.00
Civic Edge Consulting	Social Media Outreach Strategy Consulting	\$138,788.00	\$80,747.00
Corey, Canapary & Galanis	NTD Compliant Passenger Counting Services	\$13,000.00	\$8,833.00
DeAngelo Brothers, LLC (DBI Services)	Vegetation Control Services	\$35,000.00	\$0.00
Dikita Enterprises, Inc	NTD Compliant Passenger Counting Services	\$43,537.00	\$0.00
Doug Williams	Fire and Life Safety Consultant	\$5,000.00	\$330.00
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000.00	\$0.00
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$25,000.00	\$6,392.00
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130.00	\$2,783.00
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$50,000.00	\$3,282.00
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000.00	\$0.00
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$50,000.00	\$18,646.00
George Hills Company, Inc.	Third Party Claims Administration Services	\$45,000.00	\$1,834.00
GHD, Inc.	3 Segments MUP Petaluma - Penngrove - Rohnert Park	\$177,721.00	\$146,672.00
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis	\$120,000.00	\$0.00
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$5,000.00	\$440.00
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$11,665.00	\$11,665.00
Hanford A.R.C.	Implementation and Monitoring Las Gallinas Creek Riparian Enhancement Plan	\$33,830.00	\$1,643.00
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$175,000.00	\$0.00
Hanson Bridgett LLP	Legal Services	\$150,000.00	\$18,520.00
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$14,500.00	\$0.00
Heavy Equipment Transportation, Inc.	Transportation of Heavy Equipment	\$7,330.00	\$0.00
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$100,000.00	\$0.00
Innovative Business Solutions	Payroll processing services	\$35,400.00	\$6,427.00
Integrative Security Controls, Inc.	CCTV Maintenance and Support	\$30,000.00	\$0.00
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$242,000.00	\$117,759.00
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$144,663.00	\$1,580.00
Joanne Roessler	On-Call Graphic Design Services	\$10,000.00	\$0.00
Judy D. James	Public Affairs and Dispute Resolution Consultation Services	\$4,500.00	\$1,275.00
Kimberly Dow	On-Call Graphic Design Services	\$8,000.00	\$0.00
KL2 Connects	GM Recruitment Services	\$37,200.00	\$33,750.00

<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 21/22 Projected</b>	<b>Fiscal Year 21/22 Actuals-To-Date</b>
Kristie Doughty-Oxford	Design, Implementation, and Troubleshooting for New Access Contract Database	\$16,250.00	\$0.00
LC Disability Consulting	Disability Access Consulting	\$20,000.00	\$0.00
Leete Generators	Generator Maintenance	\$3,508.00	\$2,609.00
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,600.00	\$14,250.00
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$20,000.00	\$6,291.00
Maze & Associates	Financial Audit Services	\$43,646.00	\$26,857.00
MGrodner, LLC	Project Management Services	\$25,000.00	\$0.00
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000.00	\$0.00
Militus, Inc.	Cybersecurity Assessment Services	\$40,000.00	\$40,000.00
Mission Linen Supply	Employee Uniform Services	\$36,000.00	\$7,532.00
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$68,132.00	\$0.00
MuniServices, LLC	Sales Tax Recovery Services	\$45,710.00	\$0.00
Murphy, Campbell, Alliston & Quinn	Legal Services for Rail Transit Matters	\$100,000.00	\$0.00
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$19,000.00	\$11,867.00
Netwoven Inc.	SharePoint Maintenance, Support, Implementation, and Related Services	\$29,350.00	\$15,414.00
Nextdoor Inc.	Use of Nextdoor Platform for Community Notifications	\$19,447.00	\$4,862.00
North Bay Petroleum	Provision of Fuel for DMUs	\$1,100,000.00	\$201,970.00
North Bay SAP Services	Substance Abuse Professional Services	\$2,600.00	\$0.00
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$246,481.00	\$42,716.00
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$20,000.00	\$3,400.00
Oracle	Fusion ERP System	\$60,000.00	\$0.00
Pamco Machine Works, Inc.	Railroad Wheel Pressing Services	\$102,700.00	\$61,744.00
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$20,000.00	\$5,150.00
Peterson Mechanical, Inc.	HVAC Maintenance Services	\$22,000.00	\$0.00
PFM Financial Advisors, LLC	As-Needed Financial Consultant Services	\$10,000.00	\$0.00
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$250,000.00	\$157,662.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$38,000.00	\$9,102.00
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$4,952.00	\$4,952.00
Project Finance Advisory Limited	Freight Service Option Analysis	\$4,718.00	\$0.00
Public Financial Mangement, Inc.	Arbitrage Rebate Compliance Services	\$2,000.00	\$2,000.00
San Rafael Chamber of Commerce	Marin County Communications Consulting	\$75,000.00	\$18,750.00
Santa Rosa Fire Equipment Service, Inc.	SMART Fire Equipment Maintenance	\$10,000.00	\$0.00
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000.00	\$0.00
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$75,000.00	\$825.00
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$23,000.00	\$2,717.00
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$329,400.00	\$29,295.00
Stantec Consulting Services, Inc.	Environmental Permit Management and Construction Compliance Monitoring	\$20,000.00	\$0.00
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000.00	\$0.00
Sue Evans	Title Investigation Support Services	\$20,000.00	\$6,533.00
Sumitomo Corporation	Manufacture & Delivery of Rail Vehicles	\$1,100,000.00	\$1,100,000.00
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$10,000.00	\$0.00
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$5,000.00	\$673.00
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,400.00	\$8,400.00
Trallant, LLC	Online Training Program	\$2,222.00	\$373.00
Transportation Analytics	Transit Financial Modeling, Benchmarking, Performance Metrics, Benefit-Cost Analysis, and Strategic	\$11,100.00	\$0.00
United Mechanical Incorporated	HVAC Service, Maintenance and Related Services	\$2,000.00	\$0.00
Van Scoyoc Associates	Federal Lobbying Services	\$30,000.00	\$10,000.00



<b>Contractor</b>	<b>Scope</b>	<b>Fiscal Year 21/22 Projected</b>	<b>Fiscal Year 21/22 Actuals-To-Date</b>
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$262,176.00	\$40,517.00
Vista Broadband Networks, Inc.	Broadband Services	\$9,000.00	\$0.00
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000.00	\$12,100.00
WRA Environmental Consultants	Environmental Permitting, Management, & Support Services	\$225,800.00	\$23,398.00
Zoon Engineering	Right-of-Way Feasibility Study - San Rafael	\$24,000.00	\$12,600.00
	<b>TOTALS:</b>	<b>\$7,292,198.00</b>	<b>\$2,442,671.00</b>

Actuals-To-Date includes invoices that have been approved as of October 31, 2021, but may not have been processed in SMART's Financial System.



**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

December 1, 2021

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

**SUBJECT:** Fiscal Year (FY) 21 Budget to Actual Comparison

Dear Board Members:

**RECOMMENDATIONS:** Information Item

**SUMMARY:**

The Annual Comprehensive Financial Report was accepted by the Board on November 17, 2021. With the FY 2021 actual revenues and expenditures being finalized we have prepared a reconciliation of FY 21 Budget revenues and expenditures verses actual revenues and expenditures. In addition, we have added a comment section, so the reader has an idea of the reasons for the differences.

**Revenues**

Overall revenues were slightly higher than anticipated, \$1,294,105. Sales tax and fare revenue were higher than the budget amounts; however, fare revenues are still about \$3.4 million lower than pre-pandemic numbers. State and Federal funds were mainly lower due to the timing of the Windsor extension.

**Expenditures**

Expenditures came in significantly lower than budgeted. There were three main reasons:

- Due to the refinancing of SMART's debt, the debt service for FY 21 was much lower than originally anticipated.
- Funds had been budgeted to be able to restore service if circumstances allowed. Weekday and Saturday service was not restored until the end of May which was towards the very end of the fiscal year.
- The contingency for capital infrastructure was not needed.

	FY 2020-21 Final Budget	Actual	Amount Over/ Under Budget	Comments
<b>Revenues</b>				
Sales/Use Taxes	\$ 39,133,000	\$ 44,002,410	\$ 4,869,410	Sales tax receipts 12% higher than budgeted
Interest and Lease Earnings	\$ 738,700	\$ 634,139	\$ (104,561)	Interest earnings and advertising revenue lower than anticipated
Miscellaneous Revenues	\$ 96,176	\$ 808,716	\$ 712,540	Increase in one-time revenue
Fare Revenue	\$ 655,525	\$ 706,938	\$ 51,413	Train fares higher than revised budget
Parking Revenue	\$ 25,000	\$ 5,306	\$ (19,694)	Parking revenue lower than budgeted
State Grants	\$ 18,120,173	\$ 16,536,172	\$ (1,584,002)	Some state revenue lower than anticipated; timing of Windsor Extension Project
State Grants - Freight	\$ 196,527	\$ 196,527	\$ -	
Charges For Services	\$ 80,000	\$ 202,100	\$ 122,100	One-time Application fees higher than anticipated
Federal Funds (Non-COVID Relief)	\$ 7,394,025	\$ 4,977,540	\$ (2,416,485)	Timing of Windsor Extension project; 5307 Operating funds split fiscal years
Federal Funds (COVID Relief)	\$ 8,684,064	\$ 8,684,064	\$ -	
Other Governments/ Misc.	\$ 8,976,367	\$ 8,639,751	\$ (336,616)	Town of Windsor undercrossing deferred
<b>Total Revenues</b>	<b>\$ 84,099,558</b>	<b>\$ 85,393,663</b>	<b>\$ 1,294,105</b>	
	\$ -			
	FY 2020-21 Final Budget	Actual	Remaining Budget	Comments
<b>Expenditures</b>				
Administration				
Salaries & Benefits	\$ 5,041,970	\$ 4,507,816	\$ 534,155	Savings on vacant positions
Services & Supplies	\$ 6,111,233	\$ 3,814,811	\$ 2,296,422	Savings on consultant costs, temporary staff, and legal expense
Debt Service/Other Charge	\$ 14,284,675	\$ 6,739,724	\$ 7,544,951	Refunding resulted in much lower debt service in Fiscal Year 21
Machinery & Equipment	\$ 3,000	\$ 2,416	\$ 584	
<b>Administration Subtotal</b>	<b>\$ 25,440,879</b>	<b>\$ 15,064,767</b>	<b>\$ 10,376,112</b>	
Operations				
Salaries & Benefits	\$ 15,510,578	\$ 12,108,340	\$ 3,402,237	Savings on vacant positions
Services & Supplies	\$ 7,489,725	\$ 4,871,742	\$ 2,617,983	Lower than anticipated maintenance, fuel and as-needed contracts
Buildings & Capital Improv	\$ 913,935	\$ 783,930	\$ 130,005	
<b>Operations Subtotal</b>	<b>\$ 23,914,238</b>	<b>\$ 17,764,012</b>	<b>\$ 6,150,226</b>	
Capital				
Salaries & Benefits	\$ 1,417,761	\$ 1,338,932	\$ 78,829	
Services & Supplies	\$ 872,389	\$ 333,016	\$ 539,373	Routine consulting costs less than anticipated
Other Charges	\$ 3,786,500	\$ 3,673,565	\$ 112,935	
Machinery & Equipment	\$ 1,650,000	\$ 1,650,000	\$ -	
Infrastructure	\$ 17,737,337	\$ 13,418,629	\$ 4,318,708	Unspent contingency, lower than expected consultant costs
Salary Transfer	\$ (860,000)	\$ (744,995)	\$ (115,005)	
<b>Capital Subtotal</b>	<b>\$ 24,603,987</b>	<b>\$ 19,669,146</b>	<b>\$ 4,934,840</b>	
<b>Freight</b>	<b>\$ 196,527</b>	<b>\$ 196,527</b>	<b>\$ -</b>	
<b>Total All Expenditure</b>	<b>\$ 74,155,630</b>	<b>\$ 52,694,451</b>	<b>\$ 21,461,178</b>	
<b>Total Revenues Less Total Expenditures</b>	<b>\$ 9,943,928</b>	<b>\$ 32,699,212</b>	<b>\$ 22,755,284</b>	

Fund Balance

Based on actual revenues and expenditures at year-end, the fund balance before reserves and carryforward is \$86,428,100. After deducting reserves, the balance is \$56,283,709. Of the \$56,283,709, \$37,466,206 is the amount that was anticipated to be available and needs to roll into future years and the \$2,923,117 was the amount that was already rollforward into FY 22 at the October Board meeting. The available fund balance of \$15,894,386 is the amount of funds that is available for programming for operations or capital in future years. We will be discussing these funds in the context of updating the capital and operations budget in the Spring.

Fund Balance	\$ 86,428,100
Less: General Operating Reserve	\$ (10,000,000)
Less: Self Insurance Fund	\$ (2,370,675)
Less: Future OPEB/ CalPERS Liability Fund	\$ (3,074,676)
Less: Equipment Replacement Fund	\$ (7,625,000)
Less: Landing Way Capital Fund	\$ (74,040)
Less: Corridor Planning Reserve	\$ (7,000,000)
Subtotal Fund Balance	\$ 56,283,709
Less: Estimated Fund Balance at YE	\$ (37,466,206)
Less: Rollforward	\$ (2,923,117)
Available Fund Balance	<b>\$ 15,894,386</b>

**FISCAL IMPACT:** No fiscal impact.

Very Truly Yours,

/s/

Heather McKillop  
Chief Financial Officer



**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

December 1, 2021

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

**SUBJECT:** Fiscal Year (FY) 21 Year End Investment Report

Dear Board Members:

**RECOMMENDATIONS:** Information Item

**SUMMARY:**

In accordance with the SMART's Board of Directors Investment Policy that is adopted each year with the annual budget, the Chief Financial Officer is required to submit to the Board a report that indicates the types of investment by fund, institution, date of maturity, amount of deposit, current market value, rates of interest, and expected yield to maturity.

As a reminder, the Board policy has three main objectives for investments:

- Safety of Principal – Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure that preservation of capital in the overall portfolio.
- Liquidity – Investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without substantial loss of value.
- Return on Investment – The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the district's investment risk constraints and the cash flow characteristics of the portfolio.

As of June 30, 2021, SMART's audited cash and investments were \$74,872,331.

	Available	Held by Trustee	Total
Sonoma County Treasury Pool	\$36,905,720	\$5,014,272	\$41,919,992
Bank of Marin	\$32,952,339	\$0	\$32,952,339
Total	\$69,858,059	\$5,014,272	\$74,872,331

Funds that are needed for short-term use are held with the Bank of Marin. The remaining funds are held in the Sonoma County Treasury Pool administered by the Sonoma County Treasurer. The funds that are held by the Trustee are for debt service payments. Total investment earnings for FY 21 were \$628,728.

The Sonoma County Treasury Pool is a pooled fund which is an authorized investment under the Board approved investment policy. This pool tends to earn more interest than the funds kept in our operating accounts at the Bank of Marin.

For funds invested in the Sonoma County Investment Pool, interest is allocated at the end of each quarter. SMART's account is credited with a pro-rata share of the earned income during the quarter based on the average balance during the quarter as a percentage of the average balanced of the fund during the same quarter. All members of the fund are allocated interest the same way.

Attached is the year-end investment statement provided by the Sonoma County Treasury Pool which details the required investment reporting per Board policy.

**FISCAL IMPACT:** No fiscal impact.

Very Truly Yours,

/s/  
Heather McKillop  
Chief Financial Officer

Attachment(s): FY 21 Year End Investment Report

SONOMA COUNTY TREASURY  
SHORT-TERM PORTFOLIO  
GASB 40 REPORT  
AS OF 06/30/21  
MAJOR SORT KEY IS ICC#

A summary of the investments held by the Treasurer's Pool is as follows:

RATING MOODY S&P	UNDER 1 MONTH	MATURITY			OVER 60 MONTHS	MARKET VALDE	BOOK VALDE	COUPON RATE	MATURITY DATE
		1 MONTH TO < 6 MONTHS	6 MONTHS TO < 12 MONTHS	12 MONTHS TO < 60 MONTHS					
-----									
Imprest Cash									
Cash in banks									
In custody of Treasurer:									
Cash and cash deposits:									
Cash on hand									
Cash in banks									
Total cash and cash deposits									
-----									
Investments held by Treasurer									
Aaa	AAA	40,549,605.15	9,313,284.50	23,365,549.05	287,876,270.54	.00	361,104,709.24	1.408459	10/01/23
Aaa	AA+	.00	.00	.00	229,335,557.60	.00	229,335,557.60	.526106	05/26/24
Aaa	AA+	.00	11,920,641.80	40,384,800.00	236,059,235.92	.00	288,364,677.72	.812592	01/21/25
Aaa	AA+	.00	20,069,800.00	21,641,171.00	293,565,993.19	.00	335,276,964.19	.613802	07/19/23
Aaa	AA+	.00	17,315,032.50	82,197,051.35	208,757,210.50	.00	308,269,294.35	.280000	07/05/22
Aaa	AA-	.00	.00	.00	25,000,000.00	.00	25,000,000.00	2.412870	03/07/23
Aaa	AA	.00	51,960,017.08	96,954,802.55	392,187,920.51	.00	541,102,740.14	1.784200	08/28/24
A3	AA-	.00	8,346,658.21	4,607,333.40	300,011,472.64	.00	324,734,430.00	.250228	11/19/24
AA2	AA-	.00	.00	.00	5,088,543.15	.00	5,088,543.15	.049541	07/01/21
Aa3	AA-	179,017,641.53	145,061,588.94	79,070,571.81	165,000,000.00	.00	568,149,802.28	1.500000	04/22/22
P-1	AAA	115,000,252.47	.00	.00	.00	.00	115,000,252.47	.00	.00
STATE LOCAL AGENCY INVEST POOL									
NR	NR	.00	.00	1,240,000.00	.00	.00	1,240,000.00	.00	.00
CERTIFICATE OF DEPOSIT									
-----									
Total investments held by treasurer		334,567,499.15	263,987,023.03	349,461,279.16	2,142,882,204.05	11,768,965.75	3,102,666,971.14	3,103,587,951.68	
		10.78%	8.51%	11.26%	69.07%	.38%			

3,102,771,905.66

Total in custody of Treasurer

At least one security is missing a Moody's rating or an S&P rating. See INF.MKT file for details.



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U P
30135	INTL BANK RECON	09/17/24	45905U49	10,000,000.00	10,637,900.00	106.379000	0.00	0.00	0.00	10,637,900.00	10,422,300.00	104.22300	MKT	-215,600.00	P
30149	INTL BANK RECON	09/23/24	459058HG1	0.00	10,035,100.00	100.351000	0.00	-9,999,907.65	0.00	35,192.35	0.00	.00000	MKT	-35,192.35	P
30161	INTER AMERICAN	11/09/20	4581X0CD8	0.00	10,063,100.00	100.631000	0.00	-10,011,921.33	106,250.00	51,178.67	0.00	.00000	MKT	-51,178.67	P
30177	INTL BANK RECON	06/24/21	459058D77	0.00	8,896,211.76	101.974000	0.00	-8,768,774.52	98,145.00	127,437.24	0.00	.00000	MKT	-127,437.24	P
30178	INTL FINANCE CO	03/09/21	45905VLQ7	0.00	3,058,355.70	101.438000	0.00	-3,032,399.38	39,737.70	25,956.32	0.00	.00000	MKT	-25,956.32	P
30188	INTL BANK RECON	11/13/24	459058HP1	0.00	10,050,000.00	100.500000	0.00	-9,998,522.18	0.00	51,477.82	0.00	.00000	MKT	-51,477.82	P
30192	INTL FINANCE CO	07/16/20	459050KG3	0.00	20,009,000.00	100.045000	0.00	-19,999,473.47	162,600.00	9,526.53	0.00	.00000	MKT	-9,526.53	P
30194	INTL BANK RECON	07/23/21	459058GH0	10,000,000.00	10,265,700.00	102.657000	0.00	-100,835.62	0.00	10,164,864.38	10,015,500.00	100.15500	MKT	-149,364.38	P
30221	INTL FINANCE CO	12/15/24	459050VNK8	10,000,000.00	10,160,000.00	101.600000	0.00	1,998.89	0.00	10,161,998.89	10,039,100.00	100.39100	MKT	-122,898.89	P
30223	INTER AMERICAN	11/09/20	4581X0CD8	0.00	1,408,834.00	100.631000	0.00	-1,402,013.48	14,875.00	6,820.52	0.00	.00000	MKT	-6,820.52	P
30225	INTL BANK RECON	07/23/21	459058GH0	9,683,000.00	9,940,277.31	102.657000	0.00	-99,154.91	0.00	9,841,122.40	9,698,008.65	100.15500	MKT	-143,113.75	P
30230	INTL BANK RECON	05/24/21	459058FH1	0.00	17,134,591.76	100.958000	0.00	-16,922,105.29	116,767.36	212,486.47	0.00	.00000	MKT	-212,486.47	P
30243	INTL BANK RECON	09/12/20	459050UP32	0.00	6,931,446.15	100.383000	0.00	-6,902,540.64	53,928.05	28,905.51	0.00	.00000	MKT	-28,905.51	P
30246	INTL BANK RECON	02/10/22	459058DV6	8,000,000.00	8,175,200.00	102.190000	0.00	1,034.65	0.00	8,176,234.65	8,070,640.00	100.88300	MKT	-105,594.65	P
30267	INTL BANK RECON	01/27/23	459050U54	0.00	10,070,700.00	100.707000	0.00	-10,000,000.00	0.00	70,700.00	0.00	.00000	MKT	-70,700.00	P
30414	INTL FINANCE CO	01/25/21	459050KCM0	0.00	849,114.00	101.085000	0.00	-849,472.07	9,450.00	-358.07	0.00	.00000	MKT	358.07	P
30421	INTER AMERICAN	11/09/20	4581X0CD8	0.00	1,006,310.00	100.631000	0.00	-1,006,810.42	10,625.00	-500.42	0.00	.00000	MKT	500.42	P
30422	INTER AMERICAN	04/19/21	4581X0DB1	0.00	3,336,308.00	101.872000	0.00	-3,338,256.18	42,984.38	-1,948.18	0.00	.00000	MKT	1,948.18	P
30423	INTL BANK RECON	05/24/21	459058FH1	0.00	1,009,580.00	100.958000	0.00	-1,010,487.49	6,880.00	-907.49	0.00	.00000	MKT	907.49	P
30424	INTL FINANCE CO	03/09/21	459050VLQ7	0.00	1,475,922.90	101.438000	0.00	-1,478,470.17	19,176.90	-2,547.27	0.00	.00000	MKT	2,547.27	P
30427	INTL BANK RECON	07/23/21	459058GH0	11,355,000.00	11,656,702.35	102.657000	0.00	-282,933.70	0.00	11,373,768.65	11,372,600.25	100.15500	MKT	-1,168.40	P
30434	INTER AMERICAN	04/19/21	4581X0DB1	0.00	6,407,748.80	101.872000	0.00	-6,407,066.89	82,556.25	681.91	0.00	.00000	MKT	-681.91	P
30435	INTL BANK RECON	01/26/22	459058FY4	675,000.00	693,245.25	102.703000	0.00	-11,639.37	0.00	681,605.88	682,006.50	101.03800	MKT	400.62	P
30438	INTER AMERICAN	04/09/24	45818WCJ3	1,500,000.00	1,603,290.00	106.886000	0.00	-28,668.73	0.00	1,574,621.27	1,578,825.00	105.25500	MKT	4,203.73	P
30445	INTL BANK RECON	07/23/21	459058GH0	2,555,000.00	2,622,886.35	102.657000	0.00	-64,038.33	0.00	2,558,848.02	2,558,960.25	100.15500	MKT	112.23	P
30446	INTL BANK RECON	07/01/22	459058GU1	1,500,000.00	1,555,260.00	103.684000	0.00	-27,172.22	0.00	1,528,087.78	1,528,620.00	101.90800	MKT	532.22	P
30464	INTER AMERICAN	04/19/21	4581X0DB1	0.00	2,200,435.20	101.872000	0.00	-2,201,473.39	28,350.00	-1,038.19	0.00	.00000	MKT	1,038.19	P
30475	INTL BANK RECON	05/24/21	459058FH1	0.00	16,153,280.00	100.958000	0.00	-16,163,873.15	110,080.00	-10,593.15	0.00	.00000	MKT	10,593.15	P
30479	INTER AMERICAN	09/14/22	4581X0CZ9	10,000,000.00	10,323,900.00	103.239000	0.00	-144,422.84	0.00	10,179,477.16	10,188,300.00	101.88300	MKT	8,822.84	P
30484	INTER AMERICAN	09/14/22	4581X0CZ9	1,450,000.00	0.00	.000000	0.00	-21,466.53	-8,035.42	1,428,533.47	1,477,303.50	101.88300	MKT	48,770.03	P
30486	INTER AMERICAN	09/14/22	4581X0CZ9	18,550,000.00	0.00	.000000	0.00	-272,697.12	-104,601.39	18,277,302.88	18,899,296.50	101.88300	MKT	621,993.62	P
30494	INTL BANK RECON	07/01/22	459058GU1	1,720,000.00	0.00	.000000	0.00	-31,602.55	-1,421.39	1,688,397.45	1,752,817.60	101.90800	MKT	64,420.15	P
30498	INTL FINANCE CO	07/15/25	459050VN8	20,000,000.00	0.00	.000000	0.00	0.00	0.00	20,000,000.00	19,719,400.00	98.59700	MKT	-280,600.00	P
30506	INTL BANK RECON	07/01/22	459058GU1	19,000,000.00	0.00	.000000	0.00	-341,918.55	-23,552.08	18,658,081.45	19,362,520.00	101.90800	MKT	704,438.55	P
30526	INTL BANK RECON	02/10/22	459058DV6	12,000,000.00	0.00	.000000	0.00	-145,620.78	-4,336.00	11,854,379.22	12,105,960.00	100.88300	MKT	251,580.78	P

AvantGard APSZ



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change in Fair Value	U
30527	INTL FINANCE CO	07/20/21	45950KCJ7	3,000,000.00	0.00	.000000	3,000,000.00	-24,567.50	-2,627.33	2,975,432.50	3,001,680.00	100.0560	MKT	26,247.50	P
30533	INTL FINANCE CO	10/24/22	45950VLH7	9,330,000.00	0.00	.000000	9,330,000.00	-141,942.39	-62,718.33	9,188,057.61	9,544,590.00	102.3000	MKT	356,532.39	P
30544	INTER AMERICAN	11/15/23	4581XDDP0	20,000,000.00	0.00	.000000	20,000,000.00	8,215.22	0.00	20,008,215.22	19,938,800.00	99.6940	MKT	-69,415.22	P
30566	INTER AMERICAN	09/14/21	4581XOCV8	4,450,000.00	0.00	.000000	4,450,000.00	-36,760.35	-1,081.60	4,413,239.65	4,460,546.50	100.2370	MKT	47,306.85	P
30567	INTER AMERICAN	09/14/21	4581XOCV8	1,000,000.00	0.00	.000000	1,000,000.00	-8,263.13	-243.06	991,736.87	1,002,370.00	100.2370	MKT	10,633.13	P
30568	INTL BANK RECON	09/20/21	459058FP3	3,840,000.00	0.00	.000000	3,840,000.00	-35,485.58	-146.77	3,804,514.42	3,850,368.00	100.2700	MKT	45,853.58	P
30573	INTL BANK RECON	07/01/22	459058GU1	1,100,000.00	0.00	.000000	1,100,000.00	-16,202.81	-5,454.17	1,083,797.19	1,120,988.00	101.9080	MKT	37,190.81	P
30588	INTL FINANCE CO	07/20/21	45950KCJ7	2,700,000.00	0.00	.000000	2,700,000.00	-18,771.13	-6,502.65	2,681,228.87	2,701,512.00	100.0560	MKT	20,283.13	P
30589	INTL FINANCE CO	07/31/23	45950KCP3	1,000,000.00	0.00	.000000	1,000,000.00	-19,092.99	-5,350.69	980,907.01	1,053,090.00	105.3090	MKT	72,182.99	P
30590	INTER AMERICAN	07/23/21	4581XODH8	1,200,000.00	0.00	.000000	1,200,000.00	-14,937.96	-4,625.00	1,185,062.04	1,201,344.00	100.1120	MKT	16,281.96	P
30592	INTL BANK RECON	02/10/22	459058DY6	2,485,000.00	0.00	.000000	2,485,000.00	-25,449.50	-6,622.11	2,459,550.50	2,506,942.55	100.8830	MKT	47,392.05	P
30605	INTL BANK RECON	01/19/23	459056LD7	800,000.00	0.00	.000000	800,000.00	-41,195.94	-14,741.67	758,800.06	103,442.40	12.93030	MKT	-655,357.66	P
30607	INTL FINANCE CO	10/15/25	45950VPD2	20,000,000.00	0.00	.000000	20,000,000.00	2,799.14	0.00	20,002,799.14	19,691,200.00	98.45600	MKT	-311,599.14	P
30621	INTL FINANCE CO	10/27/23	45950VPF7	10,950,000.00	0.00	.000000	10,950,000.00	0.00	0.00	10,950,000.00	10,933,356.00	99.84800	MKT	-16,644.00	P
30625	INTL FINANCE CO	10/15/25	45950VPE0	12,000,000.00	0.00	.000000	12,000,000.00	1,212.60	0.00	12,001,212.60	11,782,200.00	98.18500	MKT	-219,012.60	P
30648	INTER AMERICAN	10/15/24	45818WCW4	10,000,000.00	0.00	.000000	10,000,000.00	565.80	0.00	10,000,565.80	9,921,300.00	99.21300	MKT	-79,265.80	P
30672	INTL FINANCE CO	11/15/25	45950VPH3	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,863,700.00	98.63700	MKT	-136,300.00	P
30677	INTER AMERICAN	01/18/23	4581XODA3	9,544,000.00	0.00	.000000	9,544,000.00	-124,257.72	-89,475.00	9,419,742.28	9,876,226.64	103.48100	MKT	456,484.36	P
30690	INTL FINANCE CO	11/15/25	45950VPH3	1,250,000.00	0.00	.000000	1,250,000.00	140.27	-95.49	1,250,140.27	1,232,962.50	98.63700	MKT	-17,177.77	P
30758	INTL FINANCE CO	03/15/26	45950VPT7	1,990,000.00	0.00	.000000	1,990,000.00	250.25	-442.22	1,990,250.25	1,975,751.60	99.28400	MKT	-14,498.65	P
30770	INTL BANK RECON	06/19/23	459058GX5	23,000,000.00	0.00	.000000	23,000,000.00	-85,542.74	-131,770.83	22,914,457.26	23,708,630.00	103.08100	MKT	794,172.74	P
30814	INTER AMERICAN	05/24/23	4581XODM7	6,570,000.00	0.00	.000000	6,570,000.00	-2,331.51	-15,786.25	6,567,668.49	6,596,805.60	100.40800	MKT	29,137.11	P
30820	INTER AMERICAN	10/04/23	4581XOCC0	13,000,000.00	0.00	.000000	13,000,000.00	-39,862.99	-50,916.67	12,960,137.01	13,766,090.00	105.89300	MKT	805,952.99	P
30833	INTL FINANCE CO	05/15/26	45950VPY6	10,000,000.00	0.00	.000000	10,000,000.00	46.88	0.00	10,000,046.88	9,986,700.00	99.86700	MKT	-13,346.88	P
30850	INTL BANK RECON	08/28/24	459056HV2	20,000,000.00	0.00	.000000	20,000,000.00	-8,541.44	-90,833.33	19,991,458.56	20,592,600.00	102.96300	MKT	601,141.44	P
30856	INTL FINANCE CO	07/31/23	45950KCP3	1,280,000.00	0.00	.000000	1,280,000.00	-1,208.11	-14,106.67	1,278,791.89	1,347,955.20	105.30900	MKT	69,163.31	P
30860	INTL BANK RECON	02/24/26	45906M2L4	10,000,000.00	0.00	.000000	10,000,000.00	538.96	-21,486.11	10,000,538.96	9,871,400.00	98.71400	MKT	-129,138.96	P
<b>Inv Type: 19 SUPRA SEMI 30/360</b>											358,477,000.00	207,730,399.53	101.677108	235,433.41	1,858,663.79
											361,104,709.24	100.73302			
29885	FHLMC	12/18/20	3134GB6C1	0.00	10,079,100.00	100.791000	0.00	-10,000,000.00	100,000.00	79,100.00	0.00	.00000	MKT	-79,100.00	P
30104	FHLMC	07/15/24	3134GTAS2	0.00	20,014,800.00	100.074000	0.00	-20,000,000.00	0.00	14,800.00	0.00	.00000	MKT	-14,800.00	P
30170	FHLMC	07/28/23	3134GUNA4	0.00	10,010,400.00	100.104000	0.00	-10,000,000.00	0.00	10,400.00	0.00	.00000	MKT	-10,400.00	P
30171	FHLMC	10/28/24	3134GULN8	0.00	25,139,500.00	100.558000	0.00	-25,000,000.00	0.00	139,500.00	0.00	.00000	MKT	-139,500.00	P
30181	FHLMC	08/10/23	3134GUP11	0.00	20,031,000.00	100.155000	0.00	-20,000,000.00	0.00	31,000.00	0.00	.00000	MKT	-31,000.00	P
30200	FHLMC	08/28/23	3134GUTX8	0.00	20,044,800.00	100.224000	0.00	-20,000,000.00	0.00	44,800.00	0.00	.00000	MKT	-44,800.00	P
30233	FHLMC	02/16/21	3137EAE19	0.00	2,540,593.80	101.340000	0.00	-2,518,295.41	29,770.63	22,298.39	0.00	.00000	MKT	-22,298.39	P
30242	FHLMC	07/06/23	3134GUQ86	0.00	15,203,192.00	100.021000	0.00	-15,200,000.00	0.00	3,192.00	0.00	.00000	MKT	-3,192.00	P

# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30247	FHLMC	10/10/23	3134GUW30	0.00	15,005,700.00	100.038000	0.00	-15,000,000.00	0.00	5,700.00	0.00	.00000	MKT	-5,700.00	P
30250	FHLMC	10/13/23	3134GUR85	0.00	22,290,798.00	100.409000	0.00	-22,200,000.00	0.00	90,798.00	0.00	.00000	MKT	-90,798.00	P
30251	FHLMC	01/13/25	3134GUR36	0.00	16,557,778.50	100.047000	0.00	-16,550,000.00	0.00	7,778.50	0.00	.00000	MKT	-7,778.50	P
30252	FHLMC	01/17/25	3134GUQ60	0.00	13,534,061.75	100.067000	0.00	-13,525,000.00	0.00	9,061.75	0.00	.00000	MKT	-9,061.75	P
30256	FHLMC	01/17/23	3134GUJ38	0.00	20,013,200.00	100.066000	0.00	-20,000,000.00	0.00	13,200.00	0.00	.00000	MKT	-13,200.00	P
30265	FHLMC	02/05/24	3134GUJ74	0.00	21,572,412.00	100.104000	0.00	-21,549,870.94	0.00	22,541.06	0.00	.00000	MKT	-22,541.06	P
30270	FHLMC	02/12/24	3134GUAU2	0.00	6,857,800.15	100.187000	0.00	-6,845,000.00	0.00	12,800.15	0.00	.00000	MKT	-12,800.15	P
30274	FHLMC	08/19/24	3134GVAC2	0.00	25,038,750.00	100.155000	0.00	-25,000,000.00	0.00	38,750.00	0.00	.00000	MKT	-38,750.00	P
30289	FHLMC	02/27/25	3134GVEB0	0.00	4,355,481.00	100.126000	0.00	-4,350,000.00	0.00	5,481.00	0.00	.00000	MKT	-5,481.00	P
30304	FHLMC	03/21/25	3134GVGF9	0.00	25,014,500.00	100.058000	0.00	-25,000,000.00	0.00	14,500.00	0.00	.00000	MKT	-14,500.00	P
30336	FHLMC	04/08/25	3134GVGH5	0.00	25,019,250.00	100.077000	0.00	-25,000,000.00	0.00	19,250.00	0.00	.00000	MKT	-19,250.00	P
30347	FHLMC	04/13/22	3134GVJRO	0.00	11,445,318.18	100.029000	0.00	-11,442,000.00	30,035.25	3,318.18	0.00	.00000	MKT	-3,318.18	P
30360	FHLMC	04/16/25	3134GVJX7	0.00	25,014,500.00	100.058000	0.00	-25,000,000.00	0.00	14,500.00	0.00	.00000	MKT	-14,500.00	P
30361	FHLMC	04/17/25	3134GVKK3	0.00	21,501,075.00	100.005000	0.00	-21,500,000.00	69,875.00	1,075.00	0.00	.00000	MKT	-1,075.00	P
30362	FHLMC	04/17/25	3134GVKV9	0.00	20,010,200.00	100.051000	0.00	-20,000,000.00	68,750.00	10,200.00	0.00	.00000	MKT	-10,200.00	P
30363	FHLMC	01/21/25	3134GVKZ0	0.00	9,645,868.05	100.009000	0.00	-9,645,000.00	0.00	868.05	0.00	.00000	MKT	-868.05	P
30371	FHLMC	04/17/25	3134GVLJ5	0.00	14,750,147.50	100.001000	0.00	-14,750,000.00	42,406.25	147.50	0.00	.00000	MKT	-147.50	P
30374	FHLMC	04/23/25	3134GVMB1	0.00	19,771,000.00	98.855000	0.00	-20,000,000.00	0.00	-229,000.00	0.00	.00000	MKT	229,000.00	P
30410	FHLMC	11/18/22	3134GVTT5	0.00	14,996,250.00	99.975000	0.00	-14,999,539.49	0.00	-3,289.49	0.00	.00000	MKT	3,289.49	P
30411	FHLMC	11/06/23	3134GVRZ3	0.00	1,945,038.90	100.002000	0.00	-1,944,983.39	2,820.25	55.51	0.00	.00000	MKT	-55.51	P
30412	FHLMC	11/20/23	3134GVWX2	0.00	4,500,000.00	100.000000	0.00	-4,500,000.00	0.00	0.00	0.00	.00000	MKT	0.00	P
30415	FHLMC	05/19/22	3134GVWZ7	0.00	19,095,493.92	99.976408	0.00	-19,097,888.00	0.00	-2,394.08	0.00	.00000	MKT	2,394.08	P
30416	FHLMC	05/19/22	3134GVWU8	0.00	10,000,000.00	100.000000	0.00	-10,000,000.00	0.00	0.00	0.00	.00000	MKT	0.00	P
30418	FHLMC	05/19/22	3134GVWU8	0.00	15,000,000.00	100.000000	0.00	-15,000,000.00	0.00	0.00	0.00	.00000	MKT	0.00	P
30419	FHLMC	02/26/25	3134GVXF0	0.00	2,500,475.00	100.019000	0.00	-2,500,000.00	0.00	475.00	0.00	.00000	MKT	-475.00	P
30441	FHLMC	02/21/23	3134GVXB9	0.00	3,998,832.66	99.970816	0.00	-3,999,608.07	0.00	-775.41	0.00	.00000	MKT	775.41	P
30442	FHLMC	11/21/22	3134GVYR3	0.00	12,896,246.10	99.970900	0.00	-12,898,606.80	0.00	-2,360.70	0.00	.00000	MKT	2,360.70	P
30443	FHLMC	11/10/22	3134GVJT7	0.00	1,174,715.17	99.975759	0.00	-1,174,956.40	0.00	-241.23	0.00	.00000	MKT	241.23	P
30447	FHLMC	08/26/22	3134GVYZ5	0.00	6,598,722.27	99.980640	0.00	-6,599,465.19	0.00	-742.92	0.00	.00000	MKT	742.92	P
30448	FHLMC	09/01/22	3134GVZ22	0.00	5,499,201.22	99.985477	0.00	-5,499,845.68	0.00	-644.46	0.00	.00000	MKT	644.46	P
30449	FHLMC	02/21/23	3134GVXB9	0.00	3,849,062.75	99.975656	0.00	-3,849,685.31	0.00	-622.56	0.00	.00000	MKT	622.56	P
30450	FHLMC	05/19/22	3134GVWZ7	0.00	5,598,651.05	99.975912	0.00	-5,599,367.73	0.00	-716.68	0.00	.00000	MKT	716.68	P
30452	FHLMC	08/26/22	3134GVYZ5	0.00	11,469,411.80	99.951301	0.00	-11,472,660.92	0.00	-3,249.12	0.00	.00000	MKT	3,249.12	P
30453	FHLMC	12/02/22	3134GVDS4	0.00	12,164,056.20	99.951160	0.00	-12,167,740.81	0.00	-3,684.61	0.00	.00000	MKT	3,684.61	P
30461	FHLMC	06/08/22	3134GVF45	0.00	27,483,953.92	99.941651	0.00	-27,492,237.95	0.00	-8,284.03	0.00	.00000	MKT	8,284.03	P
30495	FHLMC	01/13/23	3134GV5P9	0.00	0.00	.000000	0.00	-11,000,000.00	-213.89	0.00	0.00	.00000	MKT	0.00	P
30503	FHLMC	10/20/22	3134GV6H6	16,000,000.00	0.00	.000000	16,000,000.00	0.00	-142.22	16,000,000.00	16,000,000.00	100.00000	MKT	0.00	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U P
30516	FHLMC	02/05/24	3134GWH47	0.00	0.00	.000000	25,000,000.00	-24,998,201.72	1,798.28	0.00	.00000	MKT	-1,798.28	P
30525	FHLMC	08/17/23	3134GNKE5	0.00	0.00	.000000	25,000,000.00	-24,997,899.54	2,100.46	0.00	.00000	MKT	-2,100.46	P
30532	FHLMC	11/18/22	3134GWQC3	17,000,000.00	0.00	.000000	17,000,000.00	1,955.30	17,001,955.30	17,003,230.00	100.01900	MKT	1,274.70	P
30547	FHLMC	09/08/23	3137EAEW5	13,000,000.00	0.00	.000000	13,000,000.00	1,171.08	13,001,171.08	12,987,130.00	99.90100	MKT	-14,041.08	P
30604	FHLMC	10/16/23	3137EAEY1	17,000,000.00	0.00	.000000	17,000,000.00	14,940.44	17,014,940.44	16,933,020.00	99.60600	MKT	-81,920.44	P
30622	FHLMC	10/27/25	3134GWSP7	10,000,000.00	0.00	.000000	10,000,000.00	0.00	10,000,000.00	9,901,400.00	99.01400	MKT	-98,600.00	P
30624	FHLMC	10/29/25	3134GW3H7	13,800,000.00	0.00	.000000	13,800,000.00	0.00	13,800,000.00	13,657,446.00	98.96700	MKT	-142,554.00	P
30647	FHLMC	09/24/25	3134GXWU9	3,000,000.00	0.00	.000000	3,000,000.00	78.60	3,000,078.60	2,968,200.00	98.94000	MKT	-31,878.60	P
30649	FHLMC	11/12/25	3134GXAP9	10,000,000.00	0.00	.000000	10,000,000.00	0.00	10,000,000.00	9,962,400.00	99.62400	MKT	-37,600.00	P
30667	FHLMC	11/12/25	3134GXBM5	10,000,000.00	0.00	.000000	10,000,000.00	1,086.53	10,001,086.53	9,957,600.00	99.57600	MKT	-43,486.53	P
30683	FHLMC	06/26/23	3137EAE54	1,257,000.00	0.00	.000000	1,257,000.00	-83.45	1,256,916.55	1,256,836.59	99.98700	MKT	-79.96	P
30685	FHLMC	08/24/23	3137EAEV7	21,555,000.00	0.00	.000000	21,555,000.00	-280.39	21,554,719.61	21,549,826.80	99.97600	MKT	-4,892.81	P
30693	FHLMC	05/15/24	3134GXBD5	12,000,000.00	0.00	.000000	12,000,000.00	574.03	12,000,574.03	11,967,120.00	99.72600	MKT	-33,454.03	P
30694	FHLMC	06/14/24	3134GXFC3	11,750,000.00	0.00	.000000	11,750,000.00	274.43	11,750,274.43	11,687,490.00	99.46800	MKT	-62,784.43	P
30697	FHLMC	09/16/24	3134GXFX7	3,100,000.00	0.00	.000000	3,100,000.00	178.30	3,100,178.30	3,081,214.00	99.39400	MKT	-18,964.30	P
30704	FHLMC	05/15/24	3134GXBD5	10,000,000.00	0.00	.000000	10,000,000.00	0.00	10,000,000.00	9,972,600.00	99.72600	MKT	-27,400.00	P
30706	FHLMC	06/19/23	3137EAEW5	13,288,000.00	0.00	.000000	13,288,000.00	-177,651.52	13,110,348.48	13,940,042.16	104.90700	MKT	829,693.68	P
30708	FHLMC	12/23/25	3134GXHD9	10,000,000.00	0.00	.000000	10,000,000.00	0.00	10,000,000.00	9,918,100.00	99.18100	MKT	-81,900.00	P
30709	FHLMC	09/30/24	3134GXDK1	4,900,000.00	0.00	.000000	4,900,000.00	0.00	4,900,000.00	4,869,865.00	99.38500	MKT	-30,135.00	P
30711	FHLMC	01/05/26	3134GXDX3	1,845,000.00	0.00	.000000	1,845,000.00	0.00	1,845,000.00	1,819,705.05	98.62900	MKT	-25,294.95	P
30716	FHLMC	04/15/25	3134GXKG8	10,000,000.00	0.00	.000000	10,000,000.00	0.00	10,000,000.00	9,844,500.00	98.44500	MKT	-155,500.00	P
30719	FHLMC	01/22/26	3134GXKJ2	8,225,000.00	0.00	.000000	8,225,000.00	144.15	8,225,144.15	8,069,712.00	98.11200	MKT	-155,432.15	P
30822	FHLMC	09/08/23	3137EAEW5	12,000,000.00	0.00	.000000	12,000,000.00	-482.70	11,999,517.30	11,988,120.00	99.90100	MKT	-11,397.30	P
Inv Type: 21 FHLMC				229,720,000.00	599,231,336.89	100.058833	290,720,000.00	-660,025,948.55	229,925,388.34	229,335,557.60	99.83265		-589,830.74	
30212	FEDERAL HOME LO	09/11/20	313370U55	0.00	8,911,098.00	100.520000	0.00	-8,886,507.26	24,590.74	0.00	.00000	MKT	-24,590.74	P
30213	FEDERAL HOME LO	11/04/22	3130AHFA6	0.00	17,428,607.40	100.511000	0.00	-17,341,444.19	87,163.21	0.00	.00000	MKT	-87,163.21	P
30215	FEDERAL HOME LO	09/10/21	313078JP7	3,200,000.00	3,279,360.00	102.480000	0.00	-21,709.77	3,257,650.23	3,214,144.00	100.44200	MKT	-43,506.23	P
30216	FEDERAL HOME LO	06/11/21	3130A1W95	0.00	4,390,984.90	101.879000	0.00	-4,332,113.62	58,871.28	0.00	.00000	MKT	-58,871.28	P
30234	FEDERAL HOME LO	06/11/21	3133XRFK2	0.00	1,087,515.90	105.074000	0.00	-1,073,150.99	14,364.91	0.00	.00000	MKT	-14,364.91	P
30268	FEDERAL FARM CR	08/11/23	3130AHZE6	0.00	20,012,400.00	100.062000	0.00	-19,999,550.51	12,849.49	0.00	.00000	MKT	-12,849.49	P
30269	FEDERAL HOME LO	02/03/21	3130AHZM8	0.00	6,953,682.00	100.778000	0.00	-6,898,364.29	55,317.71	0.00	.00000	MKT	-55,317.71	P
30312	FEDERAL HOME LO	03/25/24	3130AJAX7	0.00	12,607,599.55	100.499000	0.00	-12,545,000.00	62,599.55	0.00	.00000	MKT	-62,599.55	P
30313	FEDERAL HOME LO	03/25/24	3130AJCA5	0.00	12,012,120.00	100.101000	0.00	-12,000,000.00	12,120.00	0.00	.00000	MKT	-12,120.00	P
30322	FEDERAL HOME LO	04/02/25	3130AJDQ9	0.00	10,750,967.50	100.009000	0.00	-10,750,000.00	967.50	0.00	.00000	MKT	-967.50	P
30323	FEDERAL HOME LO	04/02/24	3130AJDD8	0.00	20,019,600.00	100.098000	0.00	-20,000,000.00	19,600.00	0.00	.00000	MKT	-19,600.00	P
30394	FEDERAL HOME LO	05/12/25	3130AJK99	0.00	25,551,788.50	100.007000	0.00	-25,550,000.00	1,788.50	0.00	.00000	MKT	-1,788.50	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
30433	FEDERAL HOME LO	06/02/23	3130AJNA3	0.00	14,001,540.00	100.011000	0.00	-13,998,926.00	0.00	2,614.00	0.00	.00000	MKT	-2,614.00	P
30470	FEDERAL HOME LO	06/03/22	3130AJPU7	20,000,000.00	20,006,800.00	100.034000	0.00	1,602.94	0.00	20,008,402.94	20,026,400.00	100.13200	MKT	17,997.06	P
30471	FEDERAL HOME LO	10/12/21	3130AF589	2,510,000.00	2,600,360.00	103.600000	0.00	-69,761.02	0.00	2,530,598.98	2,530,782.80	100.82800	MKT	183.82	P
30472	FEDERAL HOME LO	06/10/22	313379Q69	10,000,000.00	10,359,300.00	103.593000	0.00	-185,841.18	0.00	10,173,458.82	10,191,200.00	101.91200	MKT	17,741.18	P
30477	FEDERAL HOME LO	10/12/21	3130AF589	6,125,000.00	6,345,500.00	103.600000	0.00	-170,909.51	0.00	6,174,590.49	6,175,715.00	100.82800	MKT	1,124.51	P
30483	FEDERAL HOME LO	08/26/22	3130AJVW0	1,175,000.00	0.00	.000000	1,175,000.00	215.97	-52.22	1,175,215.97	1,174,835.50	99.98600	MKT	-380.47	P
30485	FEDERAL HOME LO	03/11/22	313378W62	10,000,000.00	0.00	.000000	10,000,000.00	-223,105.03	-82,638.89	9,776,894.97	10,167,200.00	101.67200	MKT	390,305.03	P
30535	FEDERAL HOME LO	08/24/23	3130AJYU7	11,370,000.00	0.00	.000000	11,370,000.00	1,285.75	-208.45	11,371,285.75	11,367,043.80	99.97400	MKT	-4,241.95	P
30537	FEDERAL HOME LO	08/25/23	3130AJZ11	8,888,888.89	0.00	.000000	10,000,000.00	-1,109,098.75	-266.67	8,890,901.25	8,885,422.22	99.96100	MKT	-5,479.03	P
30643	FEDERAL HOME LO	10/29/25	3130AKCT1	11,725,000.00	0.00	.000000	11,725,000.00	3,174.46	-1,758.75	11,728,174.46	11,564,484.75	98.63100	MKT	-163,689.71	P
30696	FEDERAL HOME LO	12/15/25	3130AKJW7	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	14,790,750.00	98.60500	MKT	-209,250.00	P
30699	FEDERAL HOME LO	12/16/25	3130AKJR8	4,840,000.00	0.00	.000000	4,840,000.00	208.88	0.00	4,840,208.88	4,761,156.40	98.37100	MKT	-79,052.48	P
30705	FEDERAL HOME LO	12/18/25	3130AKHR0	18,900,000.00	0.00	.000000	18,900,000.00	2,220.19	0.00	18,902,220.19	18,656,568.00	98.71200	MKT	-245,652.19	P
30707	FEDERAL HOME LO	12/23/24	3130AKJ49	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,945,000.00	99.45000	MKT	-55,000.00	P
30717	FEDERAL HOME LO	07/15/25	3130AKM29	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,834,000.00	98.34000	MKT	-166,000.00	P
30720	FEDERAL HOME LO	01/22/26	3130AKQ74	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,868,300.00	98.68300	MKT	-131,700.00	P
30753	FEDERAL HOME LO	03/23/26	3130ALG37	8,116,875.00	0.00	.000000	8,325,000.00	-208,125.00	520.31	8,116,875.00	8,116,875.00	100.00000	MKT	0.00	P
30767	FEDERAL HOME LO	09/10/25	3130ALB33	3,180,000.00	0.00	.000000	3,180,000.00	2,115.80	-1,236.67	3,182,115.80	3,158,503.20	99.32400	MKT	-23,612.60	P
30768	FEDERAL HOME LO	02/24/26	3130ALC44	2,500,000.00	0.00	.000000	2,500,000.00	1,096.53	-2,291.67	2,501,096.53	2,496,800.00	99.87200	MKT	-4,296.53	P
30781	FEDERAL HOME LO	10/14/25	3130ALSQ8	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,002,250.00	100.01500	MKT	2,250.00	P
30782	FEDERAL HOME LO	04/13/26	3130ALV35	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,000,000.00	100.00000	MKT	0.00	P
30786	FEDERAL HOME LO	04/15/25	3130ALT46	3,315,000.00	0.00	.000000	3,315,000.00	122.30	0.00	3,315,122.30	3,315,066.30	100.00200	MKT	-56.00	P
30797	FEDERAL HOME LO	04/22/26	3130ALY32	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,000,300.00	100.00300	MKT	300.00	P
30798	FEDERAL HOME LO	04/27/26	3130ALXC3	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,000,300.00	100.00300	MKT	300.00	P
30799	FEDERAL HOME LO	04/29/26	3130ALXD8	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,003,400.00	20,003,400.00	100.01700	MKT	3,400.00	P
30821	FEDERAL HOME LO	05/20/26	3130AMDD1	4,950,000.00	0.00	.000000	4,950,000.00	22.24	-85.94	4,950,022.24	4,947,624.00	99.95200	MKT	-2,398.24	P
30823	FEDERAL HOME LO	09/13/24	3130AZUW4	11,225,000.00	0.00	.000000	11,225,000.00	-28,472.21	-63,647.31	11,196,527.79	12,060,140.00	107.44000	MKT	863,612.21	P
30825	FEDERAL HOME LO	05/26/26	3130AMJN3	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,003,700.00	100.03700	MKT	3,700.00	P
30830	FEDERAL HOME LO	05/27/26	3130AMFH0	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,977,600.00	99.77600	MKT	-22,400.00	P
30831	FEDERAL HOME LO	05/27/26	3130AML91	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,992,600.00	99.92600	MKT	-7,400.00	P
30832	FEDERAL HOME LO	05/28/26	3130AMKW1	0.00	0.00	.000000	10,000,000.00	-10,000,000.00	9,250.00	0.00	0.00	.00000	MKT	0.00	P
30863	FEDERAL HOME LO	08/15/23	3130ABH47	5,915,000.00	0.00	.000000	5,915,000.00	-1,983.47	-44,150.05	5,913,016.53	6,136,516.75	103.74500	MKT	223,500.22	P
<b>Inv Type: 22 FEDERAL HOME LOAN BANK</b>															7,451.71
											288,364,677.72	100.14896			
29859	FEDERAL NATL MT	10/30/20	3136G4QD8	0.00	5,026,950.00	100.539000	0.00	-5,000,000.00	45,000.00	26,950.00	0.00	.00000	MKT	-26,950.00	P
29926	FEDERAL NATL MT	04/13/21	3135G0J27	0.00	15,274,050.00	101.827000	0.00	-14,993,267.51	187,500.00	280,782.49	0.00	.00000	MKT	-280,782.49	P
29947	FEDERAL NATL MT	06/22/21	3135G0J35	0.00	20,497,000.00	102.485000	0.00	-19,998,695.35	206,250.00	498,304.65	0.00	.00000	MKT	-498,304.65	P





Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U P
30007	FEDERAL NATL MT	01/11/22	3135G0U92	10,000,000.00	10,370,400.00	103.704000	0.00	0.00	0.00	10,370,400.00	10,134,500.00	101.34500	MKT	-235,900.00	P
30235	FEDERAL NATL MT	06/22/21	3135G0U35	0.00	5,277,977.50	102.485000	0.00	-5,197,067.19	53,109.38	80,910.31	0.00	.000000	MKT	-80,910.31	P
30253	FEDERAL NATL MT	01/17/23	3135G0X40	0.00	10,007,200.00	100.072000	0.00	-10,000,000.00	0.00	7,200.00	0.00	.000000	MKT	-7,200.00	P
30254	FEDERAL NATL MT	01/17/24	3135G0X32	0.00	10,004,500.00	100.045000	0.00	-10,000,000.00	0.00	4,500.00	0.00	.000000	MKT	-4,500.00	P
30257	FEDERAL NATL MT	01/17/24	3135G0X32	0.00	10,004,500.00	100.045000	0.00	-9,999,966.99	0.00	4,533.01	0.00	.000000	MKT	-4,533.01	P
30258	FEDERAL NATL MT	07/24/23	3135G0X65	0.00	15,016,200.00	100.108000	0.00	-15,000,000.00	0.00	16,200.00	0.00	.000000	MKT	-16,200.00	P
30260	FEDERAL NATL MT	01/27/23	3136G4U49	0.00	10,078,800.00	100.788000	0.00	-10,000,000.00	0.00	78,800.00	0.00	.000000	MKT	-78,800.00	P
30261	FEDERAL NATL MT	01/30/23	3135G0X73	0.00	10,007,900.00	100.079000	0.00	-10,000,000.00	0.00	7,900.00	0.00	.000000	MKT	-7,900.00	P
30264	FEDERAL NATL MT	10/30/23	3136G4U5C	0.00	6,968,801.00	100.415000	0.00	-6,939,876.78	0.00	28,924.22	0.00	.000000	MKT	-28,924.22	P
30275	FEDERAL NATL MT	02/14/24	3135G0Y31	0.00	10,009,800.00	100.098000	0.00	-9,999,909.34	0.00	9,890.66	0.00	.000000	MKT	-9,890.66	P
30277	FEDERAL NATL MT	02/18/25	3135G0Y23	0.00	10,014,400.00	100.144000	0.00	-9,999,973.68	0.00	14,426.32	0.00	.000000	MKT	-14,426.32	P
30280	FEDERAL NATL MT	02/26/25	3136G4UJ0	0.00	14,274,973.00	100.105000	0.00	-14,260,000.00	0.00	14,973.00	0.00	.000000	MKT	-14,973.00	P
30350	FEDERAL NATL MT	04/16/25	3135G03F8	0.00	20,021,800.00	100.109000	0.00	-20,000,000.00	0.00	21,800.00	0.00	.000000	MKT	-21,800.00	P
30372	FEDERAL NATL MT	04/23/25	3135G03Q4	0.00	15,016,350.00	100.109000	0.00	-15,000,000.00	0.00	16,350.00	0.00	.000000	MKT	-16,350.00	P
30430	FEDERAL NATL MT	06/01/23	3135G04U4	0.00	20,000,000.00	100.000000	0.00	-20,000,000.00	0.00	0.00	0.00	.000000	MKT	0.00	P
30460	FEDERAL NATL MT	01/05/22	3135G0S38	11,395,000.00	11,707,223.00	102.740000	0.00	-200,046.87	0.00	11,507,176.13	11,506,671.00	100.98000	MKT	-505.13	P
30462	FEDERAL NATL MT	12/11/23	3136G4WT6	0.00	14,992,617.37	99.950782	0.00	-14,999,043.42	0.00	-6,426.05	0.00	.000000	MKT	6,426.05	P
30466	FEDERAL NATL MT	10/07/21	3135G0Q89	20,000,000.00	20,299,600.00	101.498000	0.00	-232,926.62	0.00	20,066,673.38	20,069,800.00	100.34900	MKT	3,126.62	P
30474	FEDERAL NATL MT	08/17/21	3135G0N82	0.00	27,408,865.12	101.192000	0.00	-27,326,877.92	75,238.89	81,987.20	0.00	.000000	MKT	-81,987.20	P
30476	FEDERAL NATL MT	05/06/21	3135G0K69	0.00	4,686,805.00	100.900000	0.00	-4,686,172.75	29,031.25	632.25	0.00	.000000	MKT	-632.25	P
30482	FEDERAL NATL MT	09/06/22	3135G0W33	7,767,000.00	0.00	.000000	7,767,000.00	-87,676.45	-36,192.06	7,679,323.55	7,878,689.46	101.43800	MKT	199,365.91	P
30496	FEDERAL NATL MT	07/13/23	3135G05H2	15,283,000.00	0.00	.000000	15,283,000.00	1,469.54	-534.91	15,284,469.54	15,283,916.98	100.00600	MKT	-552.56	P
30499	FEDERAL NATL MT	10/05/22	3135G0T78	19,800,000.00	0.00	.000000	19,800,000.00	-335,528.60	-112,200.00	19,464,471.40	20,254,410.00	102.29500	MKT	789,938.60	P
30507	FEDERAL NATL MT	07/20/23	3136G4Z55	16,075,000.00	0.00	.000000	16,075,000.00	2,519.54	-714.44	16,077,519.54	16,076,446.75	100.00900	MKT	-1,072.79	P
30523	FEDERAL NATL MT	08/10/23	3135G05R0	20,000,000.00	0.00	.000000	20,000,000.00	11,382.06	-500.00	20,011,382.06	19,987,800.00	99.93900	MKT	-23,582.06	P
30529	FEDERAL NATL MT	08/19/25	3136G4H63	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	24,793,750.00	99.17500	MKT	-206,250.00	P
30534	FEDERAL NATL MT	08/25/23	3136G4Y80	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	19,940,800.00	99.70400	MKT	-59,200.00	P
30538	FEDERAL NATL MT	08/28/25	3136G4M83	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	19,857,000.00	99.28500	MKT	-143,000.00	P
30633	FEDERAL NATL MT	10/29/25	3135G06C2	20,000,000.00	0.00	.000000	20,000,000.00	0.00	-1,333.33	20,000,000.00	19,825,800.00	99.12900	MKT	-174,200.00	P
30639	FEDERAL NATL MT	10/20/25	3135G06A6	13,000,000.00	0.00	.000000	13,000,000.00	1,458.28	-2,932.22	13,001,458.28	12,882,350.00	99.09500	MKT	-119,108.28	P
30654	FEDERAL NATL MT	11/18/25	3135G4A93	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,927,000.00	99.27000	MKT	-73,000.00	P
30661	FEDERAL NATL MT	10/27/25	3136G45C3	6,000,000.00	0.00	.000000	6,000,000.00	1,299.39	-2,070.00	6,001,299.39	5,933,580.00	98.89300	MKT	-67,719.39	P
30668	FEDERAL NATL MT	11/17/25	3135G4Z23	10,000,000.00	0.00	.000000	10,000,000.00	3,009.90	-1,088.89	10,003,009.90	9,888,600.00	98.88600	MKT	-114,409.90	P
30669	FEDERAL NATL MT	11/25/25	3135G4A40	2,000,000.00	0.00	.000000	2,000,000.00	0.00	0.00	2,000,000.00	1,982,900.00	99.14500	MKT	-17,100.00	P
30670	FEDERAL NATL MT	11/27/23	3135G06H1	10,000,000.00	0.00	.000000	10,000,000.00	2,265.45	0.00	10,002,265.45	9,981,200.00	99.81200	MKT	-21,065.45	P
30684	FEDERAL NATL MT	07/10/23	3135G05G4	20,000,000.00	0.00	.000000	20,000,000.00	-209.27	-20,416.67	19,999,790.73	19,997,800.00	99.98900	MKT	-1,990.73	P
30686	FEDERAL NATL MT	12/10/25	3135G06J7	10,000,000.00	0.00	.000000	10,000,000.00	111.18	0.00	10,000,111.18	9,917,300.00	99.17300	MKT	-82,811.18	P





Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30698	FEDERAL NATL MT	12/16/24	3135G06M0	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,967,100.00	99.67100	MKT	-32,900.00	P
30710	FEDERAL NATL MT	12/30/25	3135GAB48	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	9,901,600.00	99.01600	MKT	-98,400.00	P
30725	FEDERAL NATL MT	01/28/26	3135G06R9	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	14,785,350.00	98.56900	MKT	-214,650.00	P
30824	FEDERAL NATL MT	10/15/24	3135G0W66	14,000,000.00	0.00	.000000	14,000,000.00	-17,107.23	-24,645.83	13,982,892.77	14,502,600.00	103.59000	MKT	519,707.23	P
Inv Type: 23 FEDERAL NATL MORTGAGE ASSOC.				335,320,000.00	296,966,711.99	100.845812	293,925,000.00	-254,250,830.63	393,501.17	336,640,881.36	335,276,964.19	99.98717		-1,363,917.17	
30095	FEDERAL FARM CR	07/01/22	3133EKTG1	15,000,000.00	15,446,100.00	102.974000	0.00	7,293.35	0.00	15,453,393.35	15,246,450.00	101.64300	MKT	-206,943.35	P
30096	FEDERAL FARM CR	07/01/22	3133EKT44	0.00	15,000,000.00	100.000000	0.00	-15,000,000.00	0.00	0.00	0.00	.00000	MKT	0.00	P
30102	FEDERAL FARM CR	07/08/24	3133EKT13	0.00	15,006,150.00	100.041000	0.00	-15,000,000.00	0.00	6,150.00	0.00	.00000	MKT	-6,150.00	P
30107	FEDERAL FARM CR	07/22/22	3133EKP8	0.00	20,018,400.00	100.092000	0.00	-20,000,000.00	0.00	18,400.00	0.00	.00000	MKT	-18,400.00	P
30111	FEDERAL FARM CR	08/12/24	3133EKYV2	0.00	15,031,350.00	100.209000	0.00	-15,000,000.00	0.00	31,350.00	0.00	.00000	MKT	-31,350.00	P
30129	FEDERAL FARM CR	08/28/23	3133EKG42	0.00	10,027,300.00	100.273000	0.00	-9,999,919.89	0.00	27,380.11	0.00	.00000	MKT	-27,380.11	P
30130	FEDERAL FARM CR	09/11/23	3133EKM94	0.00	20,033,400.00	100.167000	0.00	-20,000,000.00	0.00	33,400.00	0.00	.00000	MKT	-33,400.00	P
30138	FEDERAL FARM CR	09/16/24	3133EKN93	0.00	10,027,500.00	100.275000	0.00	-9,998,099.29	0.00	29,400.71	0.00	.00000	MKT	-29,400.71	P
30226	FEDERAL FARM CR	09/20/21	3133ELEF7	15,000,000.00	15,266,700.00	101.778000	0.00	4,191.79	0.00	15,270,891.79	15,052,650.00	100.35100	MKT	-218,241.79	P
30236	FEDERAL FARM CR	09/20/21	3133ELZU6	1,000,000.00	1,032,420.00	103.242000	0.00	-11,795.88	0.00	1,020,624.12	1,006,070.00	100.60700	MKT	-14,554.12	P
30237	FEDERAL FARM CR	10/07/21	3133EG6F7	1,250,000.00	1,277,800.00	102.224000	0.00	-3,730.38	0.00	1,274,069.62	1,256,312.50	100.50500	MKT	-17,757.12	P
30279	FEDERAL FARM CR	02/24/22	3133ELNQ3	0.00	15,016,050.00	100.107000	0.00	-15,000,000.00	0.00	16,050.00	0.00	.00000	MKT	-16,050.00	P
30302	FEDERAL FARM CR	03/17/25	3133ELTC8	0.00	2,656,174.50	100.233000	0.00	-2,649,905.92	0.00	6,268.58	0.00	.00000	MKT	-6,268.58	P
30339	FEDERAL FARM CR	04/09/25	3133ELWC4	0.00	16,297,932.24	100.104000	0.00	-16,279,662.58	0.00	18,269.66	0.00	.00000	MKT	-18,269.66	P
30340	FEDERAL FARM CR	04/09/25	3133ELWC4	0.00	25,026,000.00	100.104000	0.00	-25,000,000.00	0.00	26,000.00	0.00	.00000	MKT	-26,000.00	P
30351	FEDERAL FARM CR	10/16/23	3133ELWJ9	0.00	19,255,582.50	100.029000	0.00	-19,250,000.00	50,531.25	5,582.50	0.00	.00000	MKT	-5,582.50	P
30367	FEDERAL FARM CR	10/21/24	3133ELWT7	0.00	13,000,260.00	100.002000	0.00	-13,000,000.00	37,375.00	260.00	0.00	.00000	MKT	-260.00	P
30368	FEDERAL FARM CR	10/21/24	3133ELWT7	0.00	8,750,175.00	100.002000	0.00	-8,750,000.00	25,156.25	175.00	0.00	.00000	MKT	-175.00	P
30375	FEDERAL FARM CR	04/28/25	3133ELXV1	0.00	25,000,750.00	100.003000	0.00	-25,000,000.00	63,125.00	750.00	0.00	.00000	MKT	-750.00	P
30436	FEDERAL FARM CR	06/02/22	3133ELE75	25,000,000.00	24,994,711.25	99.978845	0.00	2,753.77	0.00	24,997,465.02	25,035,500.00	100.14200	MKT	38,034.98	P
30459	FEDERAL FARM CR	04/08/22	3133ELWD2	4,250,000.00	4,261,432.50	100.269000	0.00	-5,014.76	0.00	4,256,417.74	4,259,477.50	100.22300	MKT	3,059.76	P
30463	FEDERAL FARM CR	01/28/22	3133ELKN3	20,000,000.00	20,415,800.00	102.079000	0.00	-259,610.08	0.00	20,156,189.92	20,168,800.00	100.84400	MKT	12,610.08	P
30465	FEDERAL FARM CR	06/15/23	3133ELJ21	0.00	15,000,000.00	100.000000	0.00	-14,997,140.41	0.00	2,859.59	0.00	.00000	MKT	-2,859.59	P
30467	FEDERAL FARM CR	06/24/21	3133EKRVO	0.00	1,016,810.00	101.681000	0.00	-1,016,523.82	9,500.00	286.18	0.00	.00000	MKT	-286.18	P
30468	FEDERAL FARM CR	05/06/22	3133ELYR9	6,400,000.00	6,401,472.00	100.023000	0.00	577.19	0.00	6,402,049.19	6,407,296.00	100.11400	MKT	5,246.81	P
30469	FEDERAL FARM CR	05/18/22	3133ELZN7	5,289,000.00	5,278,685.39	99.804980	0.00	5,488.09	0.00	5,284,173.48	5,292,437.85	100.06500	MKT	8,264.37	P
30473	FEDERAL FARM CR	06/22/22	3133ELN26	20,000,000.00	19,993,283.84	99.966419	0.00	3,400.01	0.00	19,996,683.85	20,032,400.00	100.16200	MKT	35,716.15	P
30478	FEDERAL FARM CR	09/29/22	3133EGWJ0	1,000,000.00	1,025,270.00	102.527000	0.00	-11,432.26	0.00	1,013,837.74	1,015,800.00	101.58000	MKT	1,962.26	P
30481	FEDERAL FARM CR	05/06/22	3133ELYR9	1,000,000.00	1,000,230.00	100.023000	0.00	0.00	0.00	1,000,230.00	1,001,140.00	100.11400	MKT	910.00	P
30487	FEDERAL FARM CR	07/13/22	3133ELT95	28,000,000.00	0.00	.000000	28,000,000.00	9,071.63	0.00	28,009,071.63	28,026,040.00	100.09300	MKT	16,968.37	P
30500	FEDERAL FARM CR	04/13/23	3133ELT53	0.00	0.00	.000000	20,000,000.00	-19,996,220.00	-822.22	3,780.00	0.00	.00000	MKT	-3,780.00	P





Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U P
30501	FEDERAL FARM CR	01/13/23	3133ELT61	0.00	0.00	.000000	20,000,000.00	-19,995,292.32	23,044.44	4,707.68	0.00	.00000	MKT	-4,707.68	P
30502	FEDERAL FARM CR	07/21/22	3133ELW67	15,000,000.00	0.00	.000000	15,000,000.00	4,253.41	0.00	15,004,253.41	15,001,200.00	100.00800	MKT	-3,053.41	P
30510	FEDERAL FARM CR	07/22/25	3133ELX33	20,000,000.00	0.00	.000000	20,000,000.00	2,047.78	-1,916.67	20,002,047.78	19,966,000.00	99.83000	MKT	-36,047.78	P
30513	FEDERAL FARM CR	07/21/22	3133ELW67	15,000,000.00	0.00	.000000	15,000,000.00	5,251.02	-733.33	15,005,251.02	15,001,200.00	100.00800	MKT	-4,051.02	P
30546	FEDERAL FARM CR	02/24/23	3133EL4K7	18,000,000.00	0.00	.000000	18,000,000.00	3,895.69	-1,170.00	18,003,895.69	17,998,740.00	99.99300	MKT	-5,155.69	P
30640	FEDERAL FARM CR	10/21/25	3133EMD22	15,000,000.00	0.00	.000000	15,000,000.00	4,435.39	-3,033.33	15,004,435.39	14,820,750.00	98.80500	MKT	-183,685.39	P
30653	FEDERAL FARM CR	01/27/25	3133EMER9	4,000,000.00	0.00	.000000	4,000,000.00	734.82	-1,096.67	4,000,734.82	3,995,640.00	99.89100	MKT	-5,094.82	P
30660	FEDERAL FARM CR	10/22/25	3133EMEC2	16,640,000.00	0.00	.000000	16,640,000.00	5,597.25	-6,614.40	16,645,597.25	16,415,360.00	98.65000	MKT	-230,237.25	P
30676	FEDERAL FARM CR	11/24/25	3133EMHF2	9,745,000.00	0.00	.000000	9,745,000.00	1,476.49	-1,136.92	9,746,476.49	9,641,703.00	98.94000	MKT	-104,773.49	P
30687	FEDERAL FARM CR	03/10/25	3133EMJP8	10,000,000.00	0.00	.000000	10,000,000.00	981.62	0.00	10,000,981.62	9,955,200.00	99.55200	MKT	-45,781.62	P
30689	FEDERAL FARM CR	12/09/24	3133EMJ52	10,000,000.00	0.00	.000000	10,000,000.00	692.27	-244.44	10,000,692.27	9,939,400.00	99.39400	MKT	-61,292.27	P
30757	FEDERAL FARM CR	04/01/25	3133EMUP5	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,003,200.00	100.03200	MKT	3,200.00	P
30769	FEDERAL FARM CR	03/25/26	3133EMUK6	10,000,000.00	0.00	.000000	10,000,000.00	0.00	-3,791.67	10,000,000.00	10,002,500.00	100.02500	MKT	2,500.00	P
30793	FEDERAL FARM CR	07/19/23	3133EMWL2	11,750,000.00	0.00	.000000	11,750,000.00	20.89	0.00	11,750,020.89	11,728,027.50	99.81300	MKT	-21,993.39	P
Inv Type: 27 FEDERAL FARM CREDIT BANK BONDS				308,324,000.00	362,557,739.22	100.398133	233,135,000.00	-286,162,185.13	188,172.29	309,530,554.09	308,269,294.35	99.98226		-1,261,259.74	

30714	NORDEA BANK NY	07/05/22	65558TY62	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,000,000.00	100.00000	MKT	0.00	P
<b>Inv Type: 35 MEDIUM TERM NOTES FR</b>											25,000,000.00	25,000,000.00	100.00000	0.00	

29912	IBM INC	02/05/21	44932HAG8	0.00	10,146,100.00	101.461000	0.00	-9,988,536.55	132,500.00	157,563.45	0.00	.00000	MKT	-157,563.45	P
29972	CISCO SYSTEMS	02/28/21	17275RBD3	0.00	15,183,000.00	101.220000	0.00	-14,901,649.83	165,000.00	281,350.17	0.00	.00000	MKT	-281,350.17	P
29975	TOYOTA	04/13/21	89236TEU5	0.00	12,401,533.76	101.936000	0.00	-12,144,578.60	179,448.50	256,955.16	0.00	.00000	MKT	-256,955.16	P
29979	WELLS FARGO CO	01/15/21	94988J5N3	0.00	13,109,601.77	101.209000	0.00	-12,929,624.66	58,000.66	179,977.11	0.00	.00000	MKT	-179,977.11	P
29986	MICROSOFT CORP	08/08/23	594918BQ6	8,000,000.00	8,373,280.00	104.666000	0.00	93,453.69	0.00	8,466,733.69	8,258,880.00	103.23600	MKT	-207,853.69	P
29991	TOYOTA	01/10/23	89233PF77	13,000,000.00	13,612,690.00	104.713000	0.00	114,007.39	0.00	13,726,697.39	13,453,700.00	103.49000	MKT	-272,997.39	P
30004	PROCTOR AND GAM	11/03/21	742718EQ8	10,331,000.00	10,513,652.08	101.768000	0.00	101,420.67	0.00	10,615,072.75	10,385,547.68	100.52800	MKT	-229,525.07	P
30006	BERKSHIRE HATHA	03/15/23	084670B88	12,315,000.00	13,042,077.60	105.904000	0.00	55,892.24	0.00	13,097,969.84	12,779,152.35	103.76900	MKT	-318,817.49	P
30026	WELLS FARGO CO	01/15/21	94988J5N3	0.00	10,318,257.55	101.209000	0.00	-10,190,398.04	45,650.94	127,859.51	0.00	.00000	MKT	-127,859.51	P
30033	ORACLE CORP	05/15/22	68389XB80	10,000,000.00	10,339,800.00	103.398000	0.00	-1,628.61	0.00	10,338,171.39	10,154,500.00	101.54500	MKT	-183,671.39	P
30048	APPLE	05/03/23	037833AK6	7,435,000.00	7,859,315.45	105.707000	0.00	17,304.41	0.00	7,876,619.86	7,713,663.80	103.74800	MKT	-162,956.06	P
30049	TOYOTA	04/12/22	89236TFX8	15,000,000.00	15,538,800.00	103.592000	0.00	-9,890.97	0.00	15,528,909.03	15,286,200.00	101.90800	MKT	-242,709.03	P
30055	TOYOTA	04/13/21	89236TEU5	0.00	5,300,672.00	101.936000	0.00	-5,214,218.30	76,700.00	86,453.70	0.00	.00000	MKT	-86,453.70	P
30068	APPLE	02/23/21	037833B58	0.00	15,164,700.00	101.098000	0.00	-14,987,973.00	145,312.50	176,727.00	0.00	.00000	MKT	-176,727.00	P
30081	TOYOTA	04/08/21	89236TC26	0.00	10,114,600.00	101.146000	0.00	-9,974,604.35	95,000.00	139,995.65	0.00	.00000	MKT	-139,995.65	P
30116	ORACLE CORP	09/15/21	68389XBK0	15,000,000.00	15,256,350.00	101.709000	0.00	1,379.64	0.00	15,257,729.64	15,031,650.00	100.21100	MKT	-226,079.64	P
30121	ORACLE CORP	10/15/22	68389XAP0	10,000,000.00	10,458,700.00	104.587000	0.00	-58,470.26	0.00	10,400,229.74	10,271,900.00	102.71900	MKT	-128,329.74	P
30131	PEIZER INC	06/03/21	717081DX8	0.00	11,026,113.52	101.567000	0.00	-10,860,032.23	102,905.83	166,081.29	0.00	.00000	MKT	-166,081.29	P





Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30146	TOYOTA	04/13/21	89236TEU5	0.00	2,548,400.00	101.936000	0.00	-2,520,277.45	36,875.00	28,122.55	0.00	.00000	MKT	-28,122.55	P
30147	TOYOTA	05/17/21	89236TB33	0.00	6,447,065.04	101.946000	0.00	-6,371,581.99	86,955.00	75,483.05	0.00	.00000	MKT	-75,483.05	P
30167	HSBC BANK NA	08/07/20	40428HPV8	0.00	9,020,160.00	100.224000	0.00	-9,007,723.75	123,750.00	12,436.25	0.00	.00000	MKT	-12,436.25	P
30174	VISA INC	12/14/20	92826CAB8	0.00	25,164,750.00	100.659000	0.00	-25,049,902.46	275,000.00	114,847.54	0.00	.00000	MKT	-114,847.54	P
30185	MICROSOFT CORP	11/03/22	594918BH6	17,340,000.00	18,233,356.80	105.152000	0.00	-130,657.78	0.00	18,102,699.02	17,836,791.00	102.86500	MKT	-265,908.02	P
30193	JOHNSON & JOHNS	05/15/21	478160AZ7	0.00	5,140,400.00	102.808000	0.00	-5,078,886.21	88,750.00	61,513.79	0.00	.00000	MKT	-61,513.79	P
30202	MICROSOFT CORP	10/01/20	594918AH7	0.00	23,845,939.77	100.671000	0.00	-23,762,626.99	355,305.00	83,312.78	0.00	.00000	MKT	-83,312.78	P
30204	BERKSHIRE HATHA	10/15/20	084664BZ3	0.00	10,076,900.00	100.769000	0.00	-10,033,980.37	145,000.00	42,919.63	0.00	.00000	MKT	-42,919.63	P
30205	AMAZON.COM	08/21/20	023135AT3	0.00	15,581,997.10	100.238000	0.00	-15,548,872.50	147,677.50	33,124.60	0.00	.00000	MKT	-33,124.60	P
30206	MICROSOFT CORP	08/08/21	594918BP8	7,890,000.00	7,998,014.10	101.369000	0.00	8,719.67	0.00	8,006,733.77	7,891,893.60	100.02400	MKT	-114,840.17	P
30229	MICROSOFT CORP	02/06/22	594918BW3	20,000,000.00	20,638,200.00	103.191000	0.00	-121,980.65	0.00	20,516,219.35	20,236,000.00	101.18000	MKT	-280,219.35	P
30245	APPLE	05/06/21	037833AR1	0.00	12,973,794.60	102.180000	0.00	-12,822,108.38	180,932.25	151,686.22	0.00	.00000	MKT	-151,686.22	P
30248	APPLE	05/06/21	037833AR1	0.00	6,130,800.00	102.180000	0.00	-6,059,142.22	85,500.00	71,657.78	0.00	.00000	MKT	-71,657.78	P
30297	WAL-MART INC	07/08/24	931142EL3	10,000,000.00	10,882,500.00	108.825000	0.00	-156,154.30	0.00	10,726,345.70	10,672,800.00	106.72800	MKT	-53,545.70	P
30300	APPLE	02/09/24	037833CG3	10,000,000.00	10,818,800.00	108.188000	0.00	-143,950.87	0.00	10,674,849.13	10,612,100.00	106.12100	MKT	-62,749.13	P
30305	APPLE	05/03/23	037833AK6	20,000,000.00	21,141,400.00	105.707000	0.00	-40,291.39	0.00	21,101,108.61	20,749,600.00	103.74800	MKT	-351,508.61	P
30306	JOHNSON & JOHNS	03/01/21	478160BS2	0.00	10,511,493.20	100.820000	0.00	-10,416,767.06	86,014.50	94,726.14	0.00	.00000	MKT	-94,726.14	P
30316	JOHNSON & JOHNS	01/15/25	478160CJ1	11,300,000.00	12,281,405.00	108.685000	0.00	-137,930.64	0.00	12,143,474.36	12,006,702.00	106.25400	MKT	-136,772.36	P
30319	KAISER FOUNDATI	04/01/22	48305QAA1	1,000,000.00	1,048,570.00	104.857000	0.00	-14,630.00	0.00	1,033,940.00	1,022,720.00	102.27200	MKT	-11,220.00	P
30320	BERKSHIRE HATHA	01/15/21	084664BQ3	0.00	5,393,080.46	102.103000	0.00	-5,351,553.53	112,242.50	41,526.93	0.00	.00000	MKT	-41,526.93	P
30321	CTTIBANK	10/20/20	17325FAJ7	0.00	14,054,040.00	100.386000	0.00	-14,006,848.92	123,958.33	47,191.08	0.00	.00000	MKT	-47,191.08	P
30326	CTTIBANK	07/23/21	17325FAQ1	0.00	4,119,280.00	102.982000	0.00	-4,052,560.00	56,666.67	66,720.00	0.00	.00000	MKT	-66,720.00	P
30327	CTTIBANK	10/20/20	17325FAJ7	0.00	4,954,049.10	100.386000	0.00	-4,937,398.41	43,695.31	16,650.69	0.00	.00000	MKT	-16,650.69	P
30328	COLGATE-PALMOLI	05/01/23	19416QEC0	5,000,000.00	5,238,300.00	104.766000	0.00	-44,365.51	0.00	5,193,934.49	5,155,750.00	103.11500	MKT	-38,184.49	P
30329	APPLE	05/11/24	037833CU2	4,682,000.00	5,042,139.44	107.692000	0.00	-68,767.62	0.00	4,973,371.82	4,969,287.52	106.13600	MKT	-4,084.30	P
30332	APPLE	09/11/24	037833DM9	3,286,000.00	3,441,099.20	104.720000	0.00	-16,674.27	0.00	3,424,424.93	3,420,364.54	104.08900	MKT	-4,060.39	P
30334	AMAZON.COM	08/21/20	023135AT3	0.00	1,653,927.00	100.238000	0.00	-1,651,246.67	15,675.00	2,680.33	0.00	.00000	MKT	-2,680.33	P
30335	CTTIBANK	07/23/21	17325FAQ1	0.00	1,822,781.40	102.982000	0.00	-1,793,692.52	25,075.00	29,088.88	0.00	.00000	MKT	-29,088.88	P
30337	INTEL CORP	07/29/20	458140AQ3	0.00	4,763,847.40	100.165000	0.00	-4,759,091.40	58,261.00	4,756.00	0.00	.00000	MKT	-4,756.00	P
30338	KIMBERLY CLARK	03/01/21	494368BF9	0.00	859,966.80	102.377000	0.00	-852,047.45	16,275.00	7,919.35	0.00	.00000	MKT	-7,919.35	P
30344	3M COMPANY	03/01/22	88579YBF7	0.00	8,772,787.40	103.636000	0.00	-8,551,023.27	15,519.17	221,764.13	0.00	.00000	MKT	-221,764.13	P
30346	HSBC BANK NA	08/24/20	4042Q1AE7	0.00	10,439,771.16	100.634000	0.00	-10,419,405.36	252,866.25	20,365.80	0.00	.00000	MKT	-20,365.80	P
30348	BANK OF NEW YOR	11/27/20	06406HDF3	0.00	11,805,854.06	100.681000	0.00	-11,764,571.28	119,702.92	41,282.78	0.00	.00000	MKT	-41,282.78	P
30352	CTTIBANK	02/12/21	17325FAL2	0.00	9,932,366.95	101.299000	0.00	-9,878,186.86	116,434.38	54,180.09	0.00	.00000	MKT	-54,180.09	P
30370	CTTIBANK	07/23/21	17325FAQ1	0.00	5,574,415.66	102.982000	0.00	-5,519,601.40	76,684.17	54,814.26	0.00	.00000	MKT	-54,814.26	P
30373	TOYOTA	04/08/21	89236TCZ6	0.00	9,890,055.88	101.146000	0.00	-9,813,978.83	92,891.00	76,077.05	0.00	.00000	MKT	-76,077.05	P
30451	BANK OF NEW YOR	05/03/21	06406FAB9	0.00	17,853,638.40	101.280000	0.00	-17,841,806.61	150,572.50	11,831.79	0.00	.00000	MKT	-11,831.79	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30488	MICROSOFT CORP	08/08/21	594918BP8	3,170,000.00	0.00	.000000	3,170,000.00	-37,376.65	-21,155.35	3,132,623.35	3,170,760.80	100.02400	MKT	38,137.45	P
30493	TOYOTA	08/25/23	89236THA6	7,272,000.00	0.00	.000000	7,272,000.00	-48,914.90	-13,362.30	7,223,085.10	7,415,112.96	101.96800	MKT	192,027.86	P
30508	IBM INC	11/30/21	44932HAM5	0.00	0.00	.000000	5,000,000.00	-5,111,217.11	31,000.00	-111,217.11	0.00	.000000	MKT	111,217.11	P
30509	TOYOTA	07/22/22	89236THD0	1,000,000.00	0.00	.000000	1,000,000.00	-542.40	-50.00	999,457.60	1,002,790.00	100.27900	MKT	3,332.40	P
30511	IBM INC	05/13/22	459200JX0	25,000,000.00	0.00	.000000	25,000,000.00	-583,360.08	-148,437.50	24,416,639.92	25,570,750.00	102.28300	MKT	1,154,110.08	P
30512	TOYOTA	07/22/22	89236THD0	5,000,000.00	0.00	.000000	5,000,000.00	-2,987.82	-312.50	4,997,012.18	5,013,950.00	100.27900	MKT	16,937.82	P
30519	CITIBANK	05/20/22	17325FAY4	0.00	0.00	.000000	8,525,000.00	-8,595,228.49	-54,551.48	-70,226.49	0.00	.000000	MKT	70,226.49	P
30539	CREDIT SUISSE	11/12/21	22550L2A8	15,375,000.00	0.00	.000000	15,375,000.00	-227,387.80	-97,759.38	15,147,612.20	15,480,165.00	100.68400	MKT	332,552.80	P
30551	IBM INC	11/30/21	44932HAM5	0.00	0.00	.000000	10,000,000.00	-10,184,135.58	17,000.00	-184,135.58	0.00	.000000	MKT	184,135.58	P
30552	MUFG BANK NY	12/09/22	90520EAK7	5,595,000.00	0.00	.000000	5,595,000.00	-70,817.67	-30,026.50	5,524,182.33	5,723,573.10	102.29800	MKT	199,390.77	P
30570	BANK OF NEW YORK	05/16/23	06406RAC1	2,500,000.00	0.00	.000000	2,500,000.00	-27,080.82	-23,468.54	2,472,919.18	2,550,700.00	102.02800	MKT	77,780.82	P
30574	BLACKROCK INC	05/24/21	09247XAH4	0.00	0.00	.000000	2,750,000.00	-2,822,957.50	19,154.51	-72,957.50	0.00	.000000	MKT	72,957.50	P
30575	MUFG BANK NY	12/09/22	90520EAK7	5,600,000.00	0.00	.000000	5,600,000.00	-68,260.40	-34,626.67	5,531,739.60	5,728,688.00	102.29800	MKT	196,948.40	P
30576	MUFG BANK NY	04/01/22	90520EAH4	2,535,000.00	0.00	.000000	2,535,000.00	-50,915.41	-38,595.38	2,484,084.59	2,584,280.40	101.94400	MKT	100,195.81	P
30578	PROCTOR AND GAM	08/15/23	742718EB1	3,164,000.00	0.00	.000000	3,164,000.00	-66,014.12	-11,715.59	3,097,985.88	3,353,365.40	105.98500	MKT	255,379.52	P
30579	STATE STREET CO	11/20/23	857477AMS	6,903,000.00	0.00	.000000	6,903,000.00	-169,310.44	-92,941.23	6,733,689.56	7,451,788.50	107.95000	MKT	718,098.94	P
30580	BANK OF NEW YORK	08/11/23	06406RAJ6	2,935,000.00	0.00	.000000	2,935,000.00	-67,592.44	-14,063.54	2,867,407.56	3,125,921.75	106.50500	MKT	258,514.19	P
30581	MICROSOFT CORP	12/15/23	594918AW4	5,622,000.00	0.00	.000000	5,622,000.00	-127,585.66	-60,007.04	5,494,414.34	6,036,678.72	107.37600	MKT	542,264.38	P
30593	APPLE	05/11/22	037833CQ1	7,880,000.00	0.00	.000000	7,880,000.00	-111,983.79	-74,509.78	7,768,016.21	8,009,232.00	101.64000	MKT	241,215.79	P
30619	MERCK & CO	05/18/23	58933YAF2	13,000,000.00	0.00	.000000	13,000,000.00	-225,408.38	-155,711.11	12,774,591.62	13,607,620.00	104.67400	MKT	833,028.38	P
30641	APPLE	02/23/23	037833BU3	7,521,000.00	0.00	.000000	7,521,000.00	-114,794.29	-42,869.70	7,406,205.71	7,810,257.66	103.84600	MKT	404,051.95	P
30650	MICROSOFT CORP	02/06/24	594918BX1	12,179,000.00	0.00	.000000	12,179,000.00	-178,016.72	-94,344.96	12,000,983.28	12,880,388.61	105.75900	MKT	879,405.33	P
30662	TOYOTA	05/26/22	89236TGZ2	9,793,000.00	0.00	.000000	9,793,000.00	-51,016.37	-55,371.25	9,741,983.63	9,876,730.15	100.85500	MKT	134,746.52	P
30663	BANK OF NEW YORK	08/16/23	06406FAD5	6,952,000.00	0.00	.000000	6,952,000.00	-71,082.10	-41,209.91	6,880,917.90	7,198,587.44	103.54700	MKT	317,669.54	P
30664	TOYOTA	07/22/22	89236THD0	7,013,000.00	0.00	.000000	7,013,000.00	-6,168.78	-10,607.16	7,006,831.22	7,032,566.27	100.27900	MKT	25,735.05	P
30681	DUKE ENERGY	05/15/22	26442CAW4	4,100,000.00	0.00	.000000	4,100,000.00	-71,613.70	-8,393.61	4,028,386.30	4,214,390.00	102.79000	MKT	186,003.70	P
30682	NATL AUSTRALIA	06/20/23	63254ABAS	3,590,000.00	0.00	.000000	3,590,000.00	-66,990.32	-60,369.34	3,523,009.68	3,806,477.00	106.03000	MKT	283,467.32	P
30688	TOYOTA	07/22/22	89236THD0	3,805,000.00	0.00	.000000	3,805,000.00	-4,365.92	-6,563.63	3,800,634.08	3,815,615.95	100.27900	MKT	14,981.87	P
30715	BANK OF NEW YORK	08/23/22	06406RAK3	21,750,000.00	0.00	.000000	21,750,000.00	-171,984.07	-163,759.38	21,578,015.93	22,165,642.50	101.91100	MKT	587,626.57	P
30730	PROCTOR AND GAM	02/02/26	742718EP0	6,871,000.00	0.00	.000000	6,871,000.00	-55,859.22	-1,545.98	6,815,140.78	7,417,794.18	107.95800	MKT	602,653.40	P
30733	NATL AUSTRALIA	06/20/23	63254ABAS	5,000,000.00	0.00	.000000	5,000,000.00	-61,564.61	-28,697.92	4,938,435.39	5,301,500.00	106.03000	MKT	363,064.61	P
30739	APPLE	02/23/23	037833BU3	5,641,000.00	0.00	.000000	5,641,000.00	-45,160.88	-3,572.63	5,595,839.12	5,857,952.86	103.84600	MKT	262,113.74	P
30766	TOYOTA	08/14/23	89236THF5	5,000,000.00	0.00	.000000	5,000,000.00	-817.48	-3,750.00	4,999,182.52	5,009,100.00	100.18200	MKT	9,917.48	P
30772	MICROSOFT CORP	11/03/25	594918BX2	7,784,000.00	0.00	.000000	7,784,000.00	-35,752.67	-105,408.33	7,748,247.33	8,494,757.04	109.13100	MKT	746,509.71	P
30775	TOYOTA	07/22/22	89236THD0	12,254,000.00	0.00	.000000	12,254,000.00	-5,558.57	-12,407.18	12,248,441.43	12,288,188.66	100.27900	MKT	39,747.23	P
30776	IBM INC	05/15/24	459200JY8	7,893,000.00	0.00	.000000	7,893,000.00	-40,243.10	-97,347.00	7,852,756.90	8,412,517.26	106.58200	MKT	559,760.36	P
30792	TOYOTA	08/14/23	89236THF5	4,973,000.00	0.00	.000000	4,973,000.00	-791.47	-4,282.31	4,972,208.53	4,982,050.86	100.18200	MKT	9,842.33	P



# GASB 31 REPORT

Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
30808	AMAZON.COM	05/12/23	023135BV7	1,000,000.00	0.00	.000000	1,000,000.00	9.59	0.00	1,000,009.59	998,950.00	99,895.00	MKT	-1,059.59	P
30809	AMAZON.COM	05/12/24	023135BW5	2,000,000.00	0.00	.000000	2,000,000.00	133.21	0.00	2,000,133.21	1,996,260.00	99,813.00	MKT	-3,873.21	P
30813	NORDEA BANK NY	05/17/23	65558UBE1	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,000,000.00	100,000.00	MKT	0.00	P
30815	APPLE	02/23/23	037833BU3	6,886,000.00	0.00	.000000	6,886,000.00	-19,055.85	-46,882.18	6,866,944.15	7,150,835.56	103,846.00	MKT	283,891.41	P
30816	IBM INC	02/12/24	459200HU8	24,458,000.00	0.00	.000000	24,458,000.00	-89,809.83	-238,890.12	24,368,190.17	26,350,070.88	107,736.00	MKT	1,981,880.71	P
30817	APPLE	05/06/24	037833AS9	9,918,000.00	0.00	.000000	9,918,000.00	-35,090.97	-12,356.18	9,882,909.03	10,742,483.34	108,313.00	MKT	859,574.31	P
30840	NATI AUSTRALIA	06/20/23	63254ABAS	10,000,000.00	0.00	.000000	10,000,000.00	-21,099.87	-169,166.67	9,978,900.13	10,603,000.00	106,030.00	MKT	624,099.87	P
30862	BRISTOL MEYERS	08/15/22	110122CX4	2,860,000.00	0.00	.000000	2,860,000.00	-1,753.31	-36,381.58	2,858,246.69	2,962,044.80	103,568.00	MKT	103,798.11	P
<b>Inv Type: 36 MEDIUM TERM NOTES</b>															
				523,371,000.00	563,854,589.65	102,602964	338,067,000.00	-369,357,235.37	1,840,480.48	532,564,354.28	541,102,740.14	103,38799		8,538,385.86	
29606	SONOMA COUNTY W	07/01/20	835577J17	0.00	225,000.00	100,000000	0.00	-225,000.00	1,968.75	0.00	0.00	.00000	MKT	0.00	P
30187	UNIV CALIFORNIA	05/15/21	91412GF59	0.00	3,712,879.59	100,077617	0.00	-3,712,281.94	22,636.15	597.65	0.00	.00000	MKT	-597.65	P
30195	CALIFORNIA STAT	04/01/22	13063DLV2	3,680,000.00	3,713,981.50	100,923410	0.00	-19,410.41	0.00	3,694,571.09	3,694,571.09	100,39595	MKT	0.00	P
30307	CALIFORNIA STAT	11/01/24	13063BUJ7	0.00	2,538,470.58	101,538823	0.00	-2,502,987.31	0.00	35,483.27	0.00	.00000	MKT	-35,483.27	P
30308	CALIFORNIA STAT	09/01/22	13063BF56	2,415,000.00	2,535,814.40	105,002667	0.00	-55,678.37	0.00	2,480,136.03	2,480,136.03	102,69714	MKT	0.00	P
30309	CALIFORNIA STAT	10/01/24	13063DFT0	4,590,000.00	5,009,540.98	109,140326	0.00	-98,604.27	0.00	4,910,936.71	4,910,936.71	106,99209	MKT	0.00	P
30310	CALIFORNIA STAT	08/01/24	13063CST3	1,800,000.00	1,958,367.68	108,798204	0.00	-38,742.77	0.00	1,919,624.91	1,919,624.91	106,64583	MKT	0.00	P
30311	CALIFORNIA STAT	03/01/23	13063DSU3	5,410,000.00	5,595,956.18	103,437268	0.00	-69,757.48	0.00	5,526,198.70	5,526,198.70	102,14785	MKT	0.00	P
30314	LA UNIFIED SCHO	07/01/23	5446465H1	1,645,000.00	1,799,598.10	109,398061	0.00	-51,532.69	0.00	1,748,065.41	1,748,065.41	106,26537	MKT	0.00	P
30330	CAL STATE UNIVE	11/01/21	13077CB52	1,000,000.00	1,044,613.52	104,461352	0.00	-33,368.72	0.00	1,011,244.80	1,011,244.80	101,12448	MKT	0.00	P
30333	SMART RAIL	03/01/21	835588AS3	0.00	254,926.88	101,970752	0.00	-254,926.88	6,250.00	0.00	0.00	.00000	MKT	0.00	P
30342	SAN DIEGO CA	09/01/21	79730WBJ8	1,000,000.00	1,005,735.20	100,573520	0.00	-4,902.45	0.00	1,000,832.75	1,000,832.75	100,08328	MKT	0.00	P
30343	LOS ANGELES CA	11/01/21	544587C48	1,585,000.00	1,614,652.32	101,870809	0.00	-22,178.47	0.00	1,592,473.85	1,592,473.85	100,47154	MKT	0.00	P
30345	SAN FRANCISCO W	11/01/22	79765RNS4	4,205,000.00	4,291,323.37	102,052874	0.00	-36,937.88	0.00	4,254,385.49	4,254,385.49	101,17445	MKT	0.00	P
30349	LA COUNTY TRANS	08/01/24	544552ZF2	2,000,000.00	2,254,581.41	112,729071	0.00	-62,280.31	0.00	2,192,301.10	2,192,301.10	109,61506	MKT	0.00	P
30353	CAL STATE HEALT	06/01/21	13032UUV2	0.00	7,293,138.38	100,595012	0.00	-7,293,138.38	68,730.00	0.00	0.00	.00000	MKT	0.00	P
30354	UNIV CALIFORNIA	05/15/24	91412GX95	235,000.00	247,201.07	105,191945	0.00	-3,149.48	0.00	244,051.59	244,051.59	103,85174	MKT	0.00	P
30355	RIVERSIDE COUNT	10/01/20	76913ALB7	0.00	1,311,951.27	100,148952	0.00	-1,311,951.27	14,737.50	0.00	0.00	.00000	MKT	0.00	P
30356	RIVERSIDE COUNT	10/01/21	76913ALC3	1,360,000.00	1,373,374.93	100,983451	0.00	-10,682.38	0.00	1,362,692.55	1,362,692.55	100,19798	MKT	0.00	P
30357	RIVERSIDE COUNT	10/01/22	76913ALD5	1,000,000.00	1,017,547.60	101,754760	0.00	-7,791.80	0.00	1,009,755.80	1,009,755.80	100,97558	MKT	0.00	P
30358	SAN MARCOS DEV	10/01/22	79876CB56	750,000.00	759,876.37	101,316849	0.00	-4,385.51	0.00	755,490.86	755,490.86	100,73212	MKT	0.00	P
30359	LOS ANGELES DEV	08/01/23	54465AF56	1,500,000.00	1,588,781.49	105,918766	0.00	-28,779.06	0.00	1,560,002.43	1,560,002.43	104,00016	MKT	0.00	P
30364	LOS ANGELES CA	11/01/21	544587C48	450,000.00	459,616.83	102,137073	0.00	-7,192.92	0.00	452,423.91	452,423.91	100,53865	MKT	0.00	P
30365	LOS ANGELES CA	11/01/22	544587C55	1,250,000.00	1,300,866.13	104,069290	0.00	-21,765.67	0.00	1,279,100.46	1,279,100.46	102,32804	MKT	0.00	P
30366	SAC COUNTY SANI	12/01/23	786134VD5	400,000.00	421,198.02	105,299505	0.00	-6,199.73	0.00	414,998.29	414,998.29	103,74957	MKT	0.00	P
30369	UNIV CALIFORNIA	05/15/21	913366EJ5	0.00	1,186,551.19	103,178364	0.00	-1,186,551.19	28,951.25	0.00	0.00	.00000	MKT	0.00	P
30376	LA DEPT WATER &	07/01/24	544495ZE7	875,000.00	960,163.44	109,732965	0.00	-21,276.32	0.00	938,887.12	938,887.12	107,30139	MKT	0.00	P



# GASB 31 REPORT

Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
30377	LA UNIFIED SCHO	07/01/22	5446462V7	870,000.00	937,206.73	107,724911	0.00	-33,603.36	0.00	903,603.37	903,603.37	103.86246	MKT	0.00	P
30381	SACRAMENTO MUNI	08/15/23	786005T17	250,000.00	270,666.07	108,266428	0.00	-6,616.74	0.00	264,049.33	264,049.33	105.61973	MKT	0.00	P
30384	UNIV CALIFORNIA	05/15/24	91412GD85	100,000.00	102,562.70	102,562700	0.00	-661.49	0.00	101,901.21	101,901.21	101.90121	MKT	0.00	P
30385	RIVERSIDE COUNT	02/15/21	76913CAV1	0.00	1,001,615.05	100,161505	0.00	-1,001,615.05	10,825.00	0.00	0.00	.00000	MKT	0.00	P
30386	UNIV CALIFORNIA	05/15/23	91412GWZ4	3,000,000.00	3,144,128.47	104,804282	0.00	-50,197.42	0.00	3,093,931.05	3,093,931.05	103.13104	MKT	0.00	P
30389	SAN DIEGO WATER	08/01/20	79730CID7	0.00	750,017.01	100,002268	0.00	-750,017.01	1,718.33	0.00	0.00	.00000	MKT	0.00	P
30390	SAN DIEGO WATER	08/01/21	79730CIE5	750,000.00	751,049.80	100,139973	0.00	-967.61	0.00	750,082.19	750,082.19	100.01096	MKT	0.00	P
30391	SAN DIEGO WATER	08/01/22	79730CIF2	1,000,000.00	1,004,329.83	100,432983	0.00	-2,076.73	0.00	1,002,253.10	1,002,253.10	100.22531	MKT	0.00	P
30392	SAN DIEGO WATER	08/01/23	79730CIG0	600,000.00	603,742.49	100,623748	0.00	-1,213.15	0.00	602,529.34	602,529.34	100.42156	MKT	0.00	P
30393	SAN DIEGO WATER	08/01/24	79730CHI8	1,000,000.00	1,012,367.26	101,236726	0.00	-3,025.49	0.00	1,009,341.77	1,009,341.77	100.93418	MKT	0.00	P
30396	LARKSPUR CA	07/01/22	51724UA9	595,000.00	636,419.58	106,961274	0.00	-20,705.78	0.00	615,709.80	615,709.80	103.48064	MKT	0.00	P
30397	LARKSPUR CA	07/01/23	51724UA87	720,000.00	792,432.10	110,060014	0.00	-24,144.03	0.00	768,288.07	768,288.07	106.70668	MKT	0.00	P
30398	LARKSPUR CA	07/01/24	51724UACS	850,000.00	959,626.80	112,897271	0.00	-27,387.93	0.00	932,238.87	932,238.87	109.67516	MKT	0.00	P
30399	UNIV CALIFORNIA	05/15/25	91412HEZ2	540,000.00	575,980.03	106,662969	0.00	-7,382.09	0.00	568,597.94	568,597.94	105.29592	MKT	0.00	P
30400	UNIV CALIFORNIA	05/15/25	91412GD93	300,000.00	313,845.22	104,615073	0.00	-2,840.65	0.00	311,004.57	311,004.57	103.66819	MKT	0.00	P
30401	UNIV CALIFORNIA	05/15/25	91412GXQ3	285,000.00	309,773.21	108,692354	0.00	-5,082.78	0.00	304,690.43	304,690.43	106.90892	MKT	0.00	P
30403	MTN VIEW-WHISMA	09/01/21	62451FK9	400,000.00	411,792.47	102,948117	0.00	-10,080.22	0.00	401,712.25	401,712.25	100.42806	MKT	0.00	P
30404	MTN VIEW-WHISMA	09/01/23	62451FKG4	225,000.00	225,793.99	100,352884	0.00	-250.47	0.00	225,543.52	225,543.52	100.24156	MKT	0.00	P
30405	MTN VIEW-WHISMA	09/01/24	62451FKH2	225,000.00	226,630.22	100,724542	0.00	-390.67	0.00	226,239.55	226,239.55	100.55091	MKT	0.00	P
30406	BELLEVUE UNIFIE	08/01/22	079113FT8	955,000.00	1,010,787.27	105,841599	0.00	-26,757.36	0.00	984,029.91	984,029.91	103.03978	MKT	0.00	P
30407	BELLEVUE UNIFIE	08/01/21	079113FS0	975,000.00	1,006,161.27	103,196028	0.00	-28,721.87	0.00	977,439.40	977,439.40	100.25020	MKT	0.00	P
30408	SAN FRANCISCO W	11/01/24	79765RN70	2,295,000.00	2,462,723.69	107,308222	0.00	-38,648.45	0.00	2,424,075.24	2,424,075.24	105.62419	MKT	0.00	P
30409	SAN FRANCISCO D	08/01/24	79770GBX3	475,000.00	506,794.48	106,693575	0.00	-7,778.15	0.00	499,016.33	499,016.33	105.05607	MKT	0.00	P
30413	SEBASTOPOL UNIF	08/01/22	812880FC1	250,000.00	265,566.34	106,226536	0.00	-7,466.11	0.00	258,100.23	258,100.23	103.24009	MKT	0.00	P
30417	CAL STATE HEALT	06/01/22	13032UJZ9	500,000.00	505,108.87	101,021774	0.00	-2,663.90	0.00	502,444.97	502,444.97	100.48899	MKT	0.00	P
30420	CAL STATE HEALT	11/15/22	13032UQV3	390,000.00	425,958.61	109,220156	0.00	-15,138.29	0.00	410,820.32	410,820.32	105.33854	MKT	0.00	P
30425	SOUTHERN CA PUB	07/01/22	84247PLH2	1,220,000.00	1,327,721.85	108,829660	0.00	-53,860.93	0.00	1,273,860.92	1,273,860.92	104.41483	MKT	0.00	P
30426	SOUTHERN CA PUB	07/01/23	84247PLJ8	2,000,000.00	2,254,640.80	112,732040	0.00	-84,880.27	0.00	2,169,760.53	2,169,760.53	108.48803	MKT	0.00	P
30431	ONTARIO CA	06/01/25	68304FAE5	1,000,000.00	1,043,149.24	104,314924	0.00	-8,769.21	0.00	1,034,380.03	1,034,380.03	103.43800	MKT	0.00	P
30432	ONTARIO CA	06/01/25	68304FAE6	1,500,000.00	1,523,413.90	101,560927	0.00	-4,758.41	0.00	1,518,655.49	1,518,655.49	101.24370	MKT	0.00	P
30437	GEYSERVILLE UNI	08/01/22	374406CJ3	395,000.00	420,384.85	106,426544	0.00	-12,175.38	0.00	408,209.47	408,209.47	103.34417	MKT	0.00	P
30439	WEST SIDE UNION	08/01/22	95604PA80	100,000.00	107,245.92	107,245920	0.00	-3,475.39	0.00	103,770.53	103,770.53	103.77053	MKT	0.00	P
30440	WEST SIDE UNION	08/01/21	95604PA2	100,000.00	103,890.72	103,890720	0.00	-3,586.15	0.00	100,304.57	100,304.57	100.30457	MKT	0.00	P
30444	ROSELAND UNIFIE	08/01/20	777378BK6	0.00	75,022.03	100,029373	0.00	-75,022.03	110.83	0.00	0.00	.00000	MKT	0.00	P
30454	VENTURA COUNTY	11/01/20	923078CQ0	0.00	215,105.41	100,049028	0.00	-215,105.41	499.99	0.00	0.00	.00000	MKT	0.00	P
30455	VENTURA COUNTY	11/01/21	923078CR8	500,000.00	500,317.01	100,063402	0.00	-237.12	0.00	500,079.89	500,079.89	100.01598	MKT	0.00	P
30456	VENTURA COUNTY	11/01/22	923078CS6	250,000.00	250,564.27	100,225708	0.00	-241.46	0.00	250,322.81	250,322.81	100.12912	MKT	0.00	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U P
30457	VENTURA COUNTY	11/01/23	923078CT4	230,000.00	230,735.42	100.319748	0.00	-220.39	0.00	230,515.03	230,515.03	100.22393	MKT	0.00	P
30458	VENTURA COUNTY	11/01/24	923078CU1	500,000.00	503,016.91	100.603382	0.00	-695.17	0.00	502,321.74	502,321.74	100.46435	MKT	0.00	P
30491	CALIFORNIA FINA	11/01/22	13048VQA9	470,000.00	0.00	.000000	470,000.00	-1,803.08	-291.01	468,196.92	472,506.82	100.53337	MKT	4,309.90	P
30492	CALIFORNIA FINA	11/01/23	13048VQB7	350,000.00	0.00	.000000	350,000.00	-933.66	-234.06	349,066.34	352,268.84	100.64824	MKT	3,202.50	P
30505	SAN DIEGO COUNT	05/01/24	797412DL4	1,000,000.00	0.00	.000000	1,000,000.00	-678.53	0.00	999,321.47	1,002,041.47	100.20415	MKT	2,720.00	P
30517	ONTARIO CA	06/01/25	68304FAE6	375,000.00	0.00	.000000	375,000.00	-5,280.15	-2,008.46	369,719.85	398,036.10	106.14296	MKT	28,316.25	P
30520	BEVERLY HILLS W	06/01/24	088013FF9	225,000.00	0.00	.000000	225,000.00	-135.55	0.00	224,864.45	225,447.20	100.19876	MKT	582.75	P
30521	BEVERLY HILLS W	06/01/25	088013FG7	205,000.00	0.00	.000000	205,000.00	-122.71	0.00	204,877.29	205,543.54	100.26514	MKT	666.25	P
30530	CALIFORNIA FINA	11/01/22	13048VQA9	500,000.00	0.00	.000000	500,000.00	-2,922.48	-1,031.94	497,077.52	504,527.52	100.90550	MKT	7,450.00	P
30531	CAL STATE HOUSI	08/01/24	13034PZP5	3,265,000.00	0.00	.000000	3,265,000.00	-64,383.11	-5,390.15	3,200,616.89	3,495,348.44	107.05508	MKT	294,731.55	P
30540	LOS ANGELES DEV	09/01/25	54465AGR7	250,000.00	0.00	.000000	250,000.00	-2,774.04	0.00	247,225.96	263,943.46	105.57738	MKT	16,717.50	P
30541	UNIV CALIFORNIA	07/01/25	91412GU94	6,340,000.00	0.00	.000000	6,340,000.00	-121,599.27	-32,365.70	6,218,400.73	6,926,325.13	109.24803	MKT	707,924.40	P
30550	SAN DIEGO PUBLI	10/15/22	797299LU6	1,000,000.00	0.00	.000000	1,000,000.00	-22,483.16	-12,924.00	977,516.84	1,035,896.84	103.58968	MKT	58,380.00	P
30553	CAL STATE HOUSI	04/01/25	13034PA98	540,000.00	0.00	.000000	540,000.00	-18,603.29	-3,525.00	521,396.71	628,494.91	116.38795	MKT	107,098.20	P
30554	CLOVERDALE CA D	08/01/21	189168AR8	160,000.00	0.00	.000000	160,000.00	-62.10	0.00	159,937.90	160,006.70	100.00419	MKT	68.80	P
30555	CLOVERDALE CA D	08/01/22	189168AS6	180,000.00	0.00	.000000	180,000.00	-69.59	0.00	179,930.41	180,096.01	100.05334	MKT	165.60	P
30556	CLOVERDALE CA D	08/01/22	189168AS6	180,000.00	0.00	.000000	180,000.00	0.00	0.00	180,000.00	180,000.00	100.00000	MKT	0.00	P
30557	CLOVERDALE CA D	08/01/23	189168AT4	365,000.00	0.00	.000000	365,000.00	0.00	0.00	365,000.00	365,000.00	100.00000	MKT	0.00	P
30558	CLOVERDALE CA D	08/01/23	189168AT4	370,000.00	0.00	.000000	370,000.00	-142.85	0.00	369,857.15	370,378.85	100.10239	MKT	521.70	P
30559	CAL STATE UNIVE	11/01/24	13077DMK5	2,650,000.00	0.00	.000000	2,650,000.00	0.00	0.00	2,650,000.00	2,650,000.00	100.00000	MKT	0.00	P
30560	CAL STATE UNIVE	11/01/24	13077DMK5	6,000,000.00	0.00	.000000	6,000,000.00	-2,321.17	0.00	5,997,678.83	6,009,858.83	100.16431	MKT	12,180.00	P
30561	CAL STATE UNIVE	11/01/23	13077DMJ8	4,250,000.00	0.00	.000000	4,250,000.00	-1,647.75	0.00	4,248,352.25	4,254,897.25	100.11523	MKT	6,545.00	P
30562	CAL STATE UNIV	11/01/22	13077DMH2	1,750,000.00	0.00	.000000	1,750,000.00	-667.49	0.00	1,749,332.51	1,751,135.01	100.06486	MKT	1,802.50	P
30563	CAL STATE UNIVE	11/01/23	13077DNB4	800,000.00	0.00	.000000	800,000.00	-310.15	0.00	799,689.85	800,921.85	100.11523	MKT	1,232.00	P
30564	CAL STATE UNIVE	11/01/24	13077DNC2	1,250,000.00	0.00	.000000	1,250,000.00	-483.57	0.00	1,249,516.43	1,252,053.93	100.16431	MKT	2,537.50	P
30571	SOUTHERN CA PUB	07/01/25	84247SP74	6,400,000.00	0.00	.000000	6,400,000.00	-3,448.13	0.00	6,396,551.87	6,417,991.87	100.28112	MKT	21,440.00	P
30582	CALIFORNIA FINA	11/01/22	13048VQA9	2,000,000.00	0.00	.000000	2,000,000.00	-8,652.76	-7,512.56	1,991,347.24	2,015,467.24	100.77336	MKT	24,120.00	P
30583	CALIFORNIA FINA	11/01/23	13048VQB7	3,150,000.00	0.00	.000000	3,150,000.00	-13,991.34	-12,779.81	3,136,008.66	3,193,716.66	101.38783	MKT	57,708.00	P
30584	CALIFORNIA STAT	12/01/21	13063OC04	0.00	0.00	.000000	0.00	-3,039,222.24	-22,500.00	-39,222.24	0.00	.00000	MKT	39,222.24	P
30594	MT SAC COMM COL	08/01/24	62304OLY6	300,000.00	0.00	.000000	300,000.00	-5,145.34	-1,375.00	294,854.66	322,217.66	107.40589	MKT	27,363.00	P
30595	MT SAC COMM COL	08/01/24	62304OLG5	250,000.00	0.00	.000000	250,000.00	-4,287.80	-1,145.83	245,712.20	268,514.70	107.40588	MKT	22,802.50	P
30596	MT SAC COMM COL	08/01/25	62304OLZ3	250,000.00	0.00	.000000	250,000.00	-4,089.57	-1,145.83	245,910.43	273,377.93	109.35117	MKT	27,467.50	P
30597	SANTA CLARA VAL	06/01/23	80168FNW2	525,000.00	0.00	.000000	525,000.00	0.00	0.00	525,000.00	525,000.00	100.00000	MKT	0.00	P
30598	SANTA CLARA VAL	06/01/24	80168FNW2	780,000.00	0.00	.000000	780,000.00	0.00	0.00	780,000.00	780,000.00	100.00000	MKT	0.00	P
30599	SANTA CLARA VAL	06/01/25	80168FNX0	3,115,000.00	0.00	.000000	3,115,000.00	0.00	0.00	3,115,000.00	3,115,000.00	100.00000	MKT	0.00	P
30600	POWAY CA UNIFIE	09/01/24	73885SK20	355,000.00	0.00	.000000	355,000.00	-178.35	0.00	354,821.65	355,794.35	100.22376	MKT	972.70	P
30601	POWAY CA UNIFIE	09/01/25	73885SK38	270,000.00	0.00	.000000	270,000.00	-265.76	0.00	269,734.24	271,556.74	100.57657	MKT	1,822.50	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change in Fair Value	U
30602	SAN JOSE CA	06/01/23	798153NV0	700,000.00	0.00	.000000	700,000.00	-279.80	0.00	699,720.20	700,756.20	100.10803	MKT	1,036.00	P
30603	SAN JOSE CA	06/01/24	798153NW8	650,000.00	0.00	.000000	650,000.00	-406.56	0.00	649,593.44	651,673.44	100.25745	MKT	2,080.00	P
30606	UNIV CALIFORNIA	05/15/22	91412GZU6	400,000.00	0.00	.000000	400,000.00	-8,370.66	-5,600.42	391,629.34	410,317.34	102.57934	MKT	18,688.00	P
30608	SANTA ROSA JR C	08/01/25	835569GS7	1,325,000.00	0.00	.000000	1,325,000.00	-14,463.67	-6,910.61	1,310,536.33	1,410,295.58	106.43740	MKT	99,759.25	P
30609	GAVILAN CA JR C	08/01/23	368079HX0	500,000.00	0.00	.000000	500,000.00	-150.97	-42.00	499,849.03	500,454.03	100.09081	MKT	605.00	P
30610	GAVILAN CA JR C	08/01/24	368079HY8	150,000.00	0.00	.000000	150,000.00	-50.04	-18.48	149,949.96	150,222.96	100.14864	MKT	273.00	P
30611	GAVILAN CA JR C	08/01/25	368079KD0	1,245,000.00	0.00	.000000	1,245,000.00	-579.45	-201.07	1,244,420.55	1,248,417.00	100.27446	MKT	3,996.45	P
30612	UNIV CALIFORNIA	05/15/24	91412GD85	1,500,000.00	0.00	.000000	1,500,000.00	-17,307.74	-15,190.50	1,482,692.26	1,571,762.26	104.78415	MKT	89,070.00	P
30613	SAN FRANCISCO U	11/01/23	79771FAD9	700,000.00	0.00	.000000	700,000.00	-192.14	0.00	699,807.86	700,647.86	100.09255	MKT	840.00	P
30614	SAN FRANCISCO U	11/01/24	79771FAE7	700,000.00	0.00	.000000	700,000.00	-190.08	0.00	699,809.92	700,915.92	100.13085	MKT	1,106.00	P
30615	SAN FRANCISCO U	11/01/23	79771FAW7	1,000,000.00	0.00	.000000	1,000,000.00	-274.50	0.00	999,725.50	1,000,925.50	100.09255	MKT	1,200.00	P
30616	SAN FRANCISCO U	11/01/24	79771FAX5	1,000,000.00	0.00	.000000	1,000,000.00	-271.54	0.00	999,728.46	1,001,308.46	100.13085	MKT	1,580.00	P
30617	SAN FRANCISCO U	11/01/23	79771FBM8	350,000.00	0.00	.000000	350,000.00	-96.06	0.00	349,903.94	350,323.94	100.09255	MKT	420.00	P
30618	SAN FRANCISCO U	11/01/24	79771FBN6	690,000.00	0.00	.000000	690,000.00	-187.39	0.00	689,812.61	690,902.81	100.13084	MKT	1,090.20	P
30620	GLENDALE CA UNI	09/01/25	378460YW3	575,000.00	0.00	.000000	575,000.00	-218.24	0.00	574,781.76	576,340.01	100.23305	MKT	1,558.25	P
30623	SMART RAIL	03/01/25	835588AY0	5,000,000.00	0.00	.000000	5,000,000.00	-3,325.45	0.00	4,996,674.55	5,018,174.55	100.36349	MKT	21,500.00	P
30628	CAL STATE UNIVE	11/01/25	13077DND0	1,035,000.00	0.00	.000000	1,035,000.00	-500.25	-1,144.97	1,034,499.75	1,038,287.85	100.31767	MKT	3,788.10	P
30629	CAL STATE UNIVE	11/01/22	13077CTN4	670,000.00	0.00	.000000	670,000.00	-21,383.15	-101.41	648,616.85	713,298.65	106.46249	MKT	64,681.80	P
30630	LA COUNTY PUBLI	12/01/23	54473EUW2	4,130,000.00	0.00	.000000	4,130,000.00	-125,528.46	0.00	4,004,471.54	4,591,840.14	111.18257	MKT	587,368.60	P
30631	CALIFORNIA STAT	11/01/22	13063DYU6	4,830,000.00	0.00	.000000	4,830,000.00	-87,051.46	0.00	4,742,948.54	5,007,004.64	103.66469	MKT	264,056.10	P
30632	PALOMAR COMM CO	08/01/22	697511EZ2	700,000.00	0.00	.000000	700,000.00	-187.54	0.00	699,812.46	700,309.46	100.04421	MKT	497.00	P
30634	UNIV CALIFORNIA	05/15/25	91412HGE7	500,000.00	0.00	.000000	500,000.00	-260.97	-1,324.50	499,739.03	501,544.03	100.30881	MKT	1,805.00	P
30635	CAL STATE HEALT	06/01/25	13032UXM5	1,000,000.00	0.00	.000000	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	100.00000	MKT	0.00	P
30636	CAL STATE HEALT	06/01/24	13032UXL7	1,000,000.00	0.00	.000000	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	100.00000	MKT	0.00	P
30637	CAL STATE HEALT	06/01/23	13032UXK9	1,500,000.00	0.00	.000000	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00	100.00000	MKT	0.00	P
30638	SANTA ROSA SOHO	05/01/21	802615ZQ0	0.00	0.00	.000000	100,000.00	-102,257.00	2,458.33	-2,257.00	0.00	.000000	MKT	2,257.00	P
30642	LOS ANGELES DEV	09/01/25	54465AGR7	1,000,000.00	0.00	.000000	1,000,000.00	-8,882.13	-4,062.50	991,117.87	1,057,077.87	105.70779	MKT	65,960.00	P
30644	YOSEMITE COMM C	08/01/23	987388GX5	770,000.00	0.00	.000000	770,000.00	-296.96	-60.00	769,703.04	770,965.84	100.12543	MKT	1,262.80	P
30645	LA COMM COLL DI	08/01/22	54438CYG1	3,575,000.00	0.00	.000000	3,575,000.00	-331.09	0.00	3,574,668.91	3,575,562.66	100.01574	MKT	893.75	P
30646	LA COMM COLL DI	08/01/25	54438CYK2	5,000,000.00	0.00	.000000	5,000,000.00	-1,026.54	0.00	4,998,973.46	5,006,573.46	100.13147	MKT	7,600.00	P
30651	UNIV CALIFORNIA	05/15/25	91412GXQ3	1,250,000.00	0.00	.000000	1,250,000.00	-18,733.42	-349.90	1,231,266.58	1,367,729.08	109.41833	MKT	136,462.50	P
30652	CARPENTERIA CA	08/01/22	144393MX0	240,000.00	0.00	.000000	240,000.00	-73.03	0.00	239,926.97	240,128.57	100.05357	MKT	201.60	P
30655	CUPERTINO CA UN	08/01/24	231237Q92	4,290,000.00	0.00	.000000	4,290,000.00	0.00	0.00	4,290,000.00	4,290,000.00	100.00000	MKT	0.00	P
30656	SAN DIEGO COUNT	10/01/25	7973913W9	1,000,000.00	0.00	.000000	1,000,000.00	-178.98	0.00	999,821.02	1,001,241.02	100.12410	MKT	1,420.00	P
30657	COAST COMM COLL	08/01/24	190335KY4	720,000.00	0.00	.000000	720,000.00	-235.20	0.00	719,764.80	721,183.20	100.16433	MKT	1,418.40	P
30658	COAST COMM COLL	08/01/25	190335KZ1	235,000.00	0.00	.000000	235,000.00	-76.09	0.00	234,923.91	235,506.71	100.21562	MKT	582.80	P
30659	SAN JOSE EVERGR	09/01/24	798189RW8	500,000.00	0.00	.000000	500,000.00	-183.98	0.00	499,816.02	500,951.02	100.19020	MKT	1,135.00	P





Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U P
30665	UNIV CALIFORNIA	05/15/24	91412GTF2	885,000.00	0.00	.000000	885,000.00	-16,570.58	-838.32	868,429.42	964,372.27	108.96862	MKT	95,942.85	P
30666	GARDENA CA	04/01/23	365471AC5	400,000.00	0.00	.000000	400,000.00	-598.29	0.00	399,401.71	401,745.71	100.43643	MKT	2,344.00	P
30675	CAL STATE DEPT	12/01/25	13067WRC8	1,755,000.00	0.00	.000000	1,755,000.00	-943.40	0.00	1,754,056.60	1,762,182.25	100.40925	MKT	8,125.65	P
30678	PORT OF OAKLAND	05/01/23	735000TK7	430,000.00	0.00	.000000	430,000.00	-173.62	0.00	429,826.38	430,553.08	100.12862	MKT	726.70	P
30679	PORT OF OAKLAND	05/01/24	735000TL5	1,000,000.00	0.00	.000000	1,000,000.00	-286.74	0.00	999,713.26	1,001,413.26	100.14133	MKT	1,700.00	P
30680	DESERT COMM COL	08/01/24	250375JU7	195,000.00	0.00	.000000	195,000.00	91.88	-347.58	195,091.88	194,506.88	99.74712	MKT	-585.00	P
30691	ATASCADERO UNIF	08/01/24	046558ET5	345,000.00	0.00	.000000	345,000.00	-137.19	-395.23	344,862.81	345,777.06	100.22524	MKT	914.25	P
30692	UNIV CALIFORNIA	07/01/25	91412GU94	920,000.00	0.00	.000000	920,000.00	-11,209.80	-12,759.10	908,790.20	1,002,299.00	108.94554	MKT	93,508.80	P
30700	CALIFORNIA INFR	10/01/24	130344L57	3,050,000.00	0.00	.000000	3,050,000.00	0.00	0.00	3,050,000.00	3,050,000.00	100.00000	MKT	0.00	P
30701	CALIFORNIA INFR	10/01/25	130344L65	1,480,000.00	0.00	.000000	1,480,000.00	0.00	0.00	1,480,000.00	1,480,000.00	100.00000	MKT	0.00	P
30702	UNIV CALIFORNIA	05/15/25	91412HGE7	15,000,000.00	0.00	.000000	15,000,000.00	-22,040.88	-11,773.33	14,977,959.12	15,159,009.12	101.06006	MKT	181,050.00	P
30718	BEVERLY HILLS C	06/01/25	088006JN2	395,000.00	0.00	.000000	395,000.00	-2,558.19	-1,261.86	392,441.81	417,879.81	105.79236	MKT	25,438.00	P
30721	CALIFORNIA DEVL	02/01/23	130805ZJ6	875,000.00	0.00	.000000	875,000.00	-166.92	0.00	874,833.08	875,620.58	100.07092	MKT	787.50	P
30722	CALIFORNIA DEVL	02/01/24	130805ZK3	750,000.00	0.00	.000000	750,000.00	-202.96	0.00	749,797.04	751,229.54	100.16394	MKT	1,432.50	P
30723	CALIFORNIA DEVL	02/01/25	130805ZL1	850,000.00	0.00	.000000	850,000.00	-292.86	0.00	849,707.14	852,461.14	100.28955	MKT	2,754.00	P
30724	J PAUL GETTY TR	01/01/24	374288AB4	7,000,000.00	0.00	.000000	7,000,000.00	0.00	0.00	7,000,000.00	6,974,240.00	99.63200	MKT	-25,760.00	P
30726	CALIFORNIA DEVL	02/01/26	130805ZM9	745,000.00	0.00	.000000	745,000.00	-244.80	-96.44	744,755.20	747,735.20	100.36714	MKT	2,980.00	P
30729	CAL STATE HOUSI	08/01/25	13034PZR1	170,000.00	0.00	.000000	170,000.00	-1,552.99	-61.50	168,447.01	185,870.31	109.33548	MKT	17,423.30	P
30735	SAN FRANCISCO M	03/01/24	797686EL2	1,850,000.00	0.00	.000000	1,850,000.00	-257.87	0.00	1,849,742.13	1,851,962.13	100.10606	MKT	2,220.00	P
30736	SAN FRANCISCO M	03/01/25	797686EM0	1,320,000.00	0.00	.000000	1,320,000.00	-228.05	0.00	1,319,771.95	1,322,385.55	100.18072	MKT	2,613.60	P
30737	MARIN COMM COLL	08/01/24	56781RK82	2,000,000.00	0.00	.000000	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	100.00000	MKT	0.00	P
30738	MARIN COMM COLL	08/01/25	56781RKC0	1,000,000.00	0.00	.000000	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	100.00000	MKT	0.00	P
30740	SAN FRANCISCO M	03/01/26	797686EN8	1,225,000.00	0.00	.000000	1,225,000.00	-159.60	-224.31	1,224,840.40	1,227,229.15	100.18197	MKT	2,388.75	P
30744	UNIV CALIFORNIA	05/15/23	91412HJ3	1,000,000.00	0.00	.000000	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	100.00000	MKT	0.00	P
30745	UNIV CALIFORNIA	05/15/23	91412HK0	2,000,000.00	0.00	.000000	2,000,000.00	0.00	0.00	2,000,000.00	2,000,000.00	100.00000	MKT	0.00	P
30746	UNIV CALIFORNIA	05/15/24	91412HKY8	5,000,000.00	0.00	.000000	5,000,000.00	0.00	0.00	5,000,000.00	5,000,000.00	100.00000	MKT	0.00	P
30747	UNIV CALIFORNIA	05/15/25	91412HKZ5	4,430,000.00	0.00	.000000	4,430,000.00	0.00	0.00	4,430,000.00	4,430,000.00	100.00000	MKT	0.00	P
30748	CAL STATE HOUSI	08/01/23	13034PYP6	1,000,000.00	0.00	.000000	1,000,000.00	-6,471.26	-3,801.39	993,528.74	1,046,458.74	104.64587	MKT	52,930.00	P
30749	TULARE COUNTY B	05/01/24	899141AY1	1,000,000.00	0.00	.000000	1,000,000.00	-4,174.97	-8,734.22	995,825.03	1,040,765.03	104.07650	MKT	44,940.00	P
30750	LOS ANGELES CA	11/01/23	544587Z88	2,000,000.00	0.00	.000000	2,000,000.00	-219.51	-349.17	1,999,780.49	2,001,800.49	100.09002	MKT	2,020.00	P
30751	LOS ANGELES CA	11/01/24	544587Z56	2,500,000.00	0.00	.000000	2,500,000.00	-229.94	-711.46	2,499,770.06	2,502,695.06	100.10780	MKT	2,925.00	P
30752	LOS ANGELES CA	11/01/25	544587Z14	2,250,000.00	0.00	.000000	2,250,000.00	-292.50	-887.81	2,249,707.50	2,254,455.00	100.19800	MKT	4,747.50	P
30754	UNIV CALIFORNIA	05/15/25	91412HKZ5	4,930,000.00	0.00	.000000	4,930,000.00	-433.31	-2,562.92	4,929,566.69	4,936,517.99	100.13221	MKT	6,951.30	P
30756	ORANGE CA	06/01/23	684100AB6	1,620,000.00	0.00	.000000	1,620,000.00	-164.01	-281.52	1,619,835.99	1,621,261.59	100.07788	MKT	1,425.60	P
30762	VISTA UNIFIED S	08/01/23	928346PU3	1,920,000.00	0.00	.000000	1,920,000.00	378.21	-889.60	1,920,378.21	1,916,691.81	99.82770	MKT	-3,686.40	P
30763	VISTA UNIFIED S	08/01/25	928346PW9	1,500,000.00	0.00	.000000	1,500,000.00	787.63	-1,373.33	1,500,787.63	1,486,492.63	99.09951	MKT	-14,295.00	P
30771	CAL STATE UNIVE	11/01/25	13077DML3	500,000.00	0.00	.000000	500,000.00	50.04	-2,482.92	500,050.04	499,045.04	99.80901	MKT	-1,005.00	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30773	ST HELENA UNIFI	08/01/22	789636HF7	100,000.00	0.00	.000000	100,000.00	-478.82	-501.73	99,521.18	102,370.18	102.37018	MKT	2,849.00	P
30774	LOS ANGELES DEV	09/01/22	54465AGN6	300,000.00	0.00	.000000	300,000.00	-1,058.94	-683.33	298,941.06	305,652.06	101.88402	MKT	6,711.00	P
30777	LOS ANGELES DEV	08/01/24	54465AFT4	3,960,000.00	0.00	.000000	3,960,000.00	-28,682.19	-31,680.00	3,931,317.81	4,369,175.01	110.33270	MKT	437,857.20	P
30778	VENTURA COUNTY	11/01/24	923078CU1	575,000.00	0.00	.000000	575,000.00	-418.55	-3,164.51	574,581.45	581,458.45	101.12321	MKT	6,877.00	P
30779	UNIV CALIFORNIA	05/15/25	91412HGE7	500,000.00	0.00	.000000	500,000.00	-138.38	-1,815.06	499,861.62	502,476.62	100.49532	MKT	2,615.00	P
30780	UNIV CALIFORNIA	07/01/25	91412GU94	840,000.00	0.00	.000000	840,000.00	-3,941.10	-7,289.94	836,058.90	912,885.30	108.67682	MKT	76,826.40	P
30784	LOS ANGELES CA	11/01/22	5445872Q0	750,000.00	0.00	.000000	750,000.00	-29.64	-272.48	749,970.36	750,187.86	100.02505	MKT	217.50	P
30785	LA QUINTA CA DE	09/01/24	50420BDD1	1,550,000.00	0.00	.000000	1,550,000.00	-29.94	-29.62	1,549,797.06	1,553,052.06	100.19691	MKT	3,255.00	P
30787	UNIV CALIFORNIA	05/15/25	91412GXQ3	500,000.00	0.00	.000000	500,000.00	-2,627.09	-6,997.92	497,372.91	548,242.91	109.64858	MKT	50,870.00	P
30788	TORRANCE CA FIN	06/01/25	891371AU0	1,465,000.00	0.00	.000000	1,465,000.00	-394.22	0.00	1,464,605.78	1,472,326.33	100.50009	MKT	7,720.55	P
30789	ESCALON CA UNIF	08/01/25	296065EK7	240,000.00	0.00	.000000	240,000.00	-92.69	-8.25	239,907.31	241,796.11	100.74838	MKT	1,888.80	P
30790	LA QUINTA CA DE	09/01/25	50420BDE9	2,250,000.00	0.00	.000000	2,250,000.00	-1,009.18	-73.00	2,248,990.82	2,269,960.82	100.88715	MKT	20,970.00	P
30794	LA COMM COLL DI	08/01/24	54438CYJ5	4,335,000.00	0.00	.000000	4,335,000.00	-1,268.45	-6,321.15	4,333,731.55	4,354,582.90	100.45174	MKT	20,851.35	P
30795	UNIV CALIFORNIA	07/01/25	91412GU94	350,000.00	0.00	.000000	350,000.00	-1,455.72	-3,216.15	348,544.28	379,134.28	108.32408	MKT	30,590.00	P
30796	UNIV CALIFORNIA	05/15/24	91412GTF2	1,000,000.00	0.00	.000000	1,000,000.00	-6,207.42	-16,524.25	993,792.58	1,093,022.58	109.30226	MKT	99,230.00	P
30800	SMART RAIL	03/01/23	835588AW4	4,500,000.00	0.00	.000000	4,500,000.00	-3,160.53	-5,626.50	4,496,839.47	4,532,569.47	100.72377	MKT	35,730.00	P
30801	CALIFORNIA DEVL	02/01/25	13080SZL1	1,000,000.00	0.00	.000000	1,000,000.00	155.47	-1,972.33	1,000,155.47	996,545.47	99.65455	MKT	-3,610.00	P
30805	FULLERTON UNION	08/01/24	359796UJ4	1,350,000.00	0.00	.000000	1,350,000.00	-7,298.55	0.00	1,342,701.45	1,494,306.45	110.68937	MKT	151,605.00	P
30806	FULLERTON UNION	08/01/25	359796V2	1,475,000.00	0.00	.000000	1,475,000.00	-7,296.99	0.00	1,467,703.01	1,666,002.01	112.94929	MKT	198,299.00	P
30807	CALIFORNIA FINA	12/01/25	13048VPA0	1,370,000.00	0.00	.000000	1,370,000.00	-1,859.65	-11,183.77	1,368,140.35	1,423,597.95	103.91226	MKT	55,457.60	P
30810	ANAHEIM CITY SC	08/01/22	03254CGF1	1,000,000.00	0.00	.000000	1,000,000.00	-4,443.03	-10,214.17	995,556.97	1,035,906.97	103.59070	MKT	40,350.00	P
30811	UNIV CALIFORNIA	05/15/25	91412HJL8	400,000.00	0.00	.000000	400,000.00	36.98	-469.00	400,036.98	398,932.98	99.73325	MKT	-1,104.00	P
30812	CORONA NORCO UN	09/01/25	21976THH8	2,495,000.00	0.00	.000000	2,495,000.00	-267.53	0.00	2,494,732.47	2,503,315.27	100.33328	MKT	8,582.80	P
30819	MTN VIEW-WHISNA	09/01/25	62451FKW9	390,000.00	0.00	.000000	390,000.00	-24.91	0.00	389,975.09	390,903.29	100.23161	MKT	928.20	P
30826	SANTA CLARITA C	08/01/24	801686TD8	1,860,000.00	0.00	.000000	1,860,000.00	0.00	0.00	1,860,000.00	1,860,000.00	100.00000	MKT	0.00	P
30827	SANTA CLARITA C	08/01/25	801686TE6	2,500,000.00	0.00	.000000	2,500,000.00	0.00	0.00	2,500,000.00	2,500,000.00	100.00000	MKT	0.00	P
30828	RIVERSIDE COMM	08/01/25	76886PJN4	1,500,000.00	0.00	.000000	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00	100.00000	MKT	0.00	P
30829	SACRAMENTO CA W	09/01/25	768089JE3	865,000.00	0.00	.000000	865,000.00	-865.31	-3,748.43	864,134.69	902,653.14	104.35296	MKT	38,518.45	P
30836	SANTA ROSA SCHO	08/01/24	802615J70	725,000.00	0.00	.000000	725,000.00	-16.35	0.00	724,983.65	725,657.90	100.09075	MKT	674.25	P
30837	SANTA ROSA SCHO	08/01/24	802598NU2	725,000.00	0.00	.000000	725,000.00	-16.35	0.00	724,983.65	725,657.90	100.09075	MKT	674.25	P
30838	SANTA ROSA SCHO	08/01/25	802598NV0	235,000.00	0.00	.000000	235,000.00	-5.24	0.00	234,994.76	235,279.11	100.11877	MKT	284.35	P
30842	LOS ALTOS SCHO	10/01/24	544290HJ3	1,000,000.00	0.00	.000000	1,000,000.00	-278.78	0.00	999,721.22	1,015,771.22	101.57712	MKT	16,050.00	P
30843	HUNTINGTON BEAC	08/01/22	446222UN9	1,000,000.00	0.00	.000000	1,000,000.00	0.00	0.00	1,000,000.00	1,000,000.00	100.00000	MKT	0.00	P
30845	HUNTINGTON BEAC	08/01/24	446222UQ2	4,310,000.00	0.00	.000000	4,310,000.00	0.00	0.00	4,310,000.00	4,310,000.00	100.00000	MKT	0.00	P
30846	HUNTINGTON BEAC	08/01/25	446222UR0	2,500,000.00	0.00	.000000	2,500,000.00	0.00	0.00	2,500,000.00	2,500,000.00	100.00000	MKT	0.00	P
30848	HUNTINGTON BEAC	08/01/23	446222UP4	1,480,000.00	0.00	.000000	1,480,000.00	0.00	0.00	1,480,000.00	1,480,000.00	100.00000	MKT	0.00	P
30849	SAN DIEGO CA	09/01/25	79730WBN9	350,000.00	0.00	.000000	350,000.00	-368.09	-3,129.34	349,631.91	382,976.41	109.42183	MKT	33,344.50	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U
30851	AUBURN CA	06/01/24	05028XAB0	460,000.00	0.00	.000000	460,000.00	-9.72	-117.35	459,990.28	460,740.08	100.16089	MKT	749.80	P
30852	CORTE MADERA CA	06/01/24	22050TAC3	475,000.00	0.00	.000000	475,000.00	-6.83	-318.09	474,993.17	475,520.42	100.10956	MKT	527.25	P
30854	SAN BUENAVENTUR	10/01/24	797010MX0	825,000.00	0.00	.000000	825,000.00	-17.32	-508.75	824,982.68	826,583.18	100.19190	MKT	1,600.50	P
30855	SAN BUENAVENTUR	10/01/25	797010MY8	1,000,000.00	0.00	.000000	1,000,000.00	-52.13	-925.00	999,947.87	1,006,227.87	100.62279	MKT	6,280.00	P
30857	SANTA CLARITA C	08/01/24	801686TD8	500,000.00	0.00	.000000	500,000.00	-5.94	-181.33	499,994.06	500,669.06	100.13381	MKT	675.00	P
30858	ANAHEIM CA	07/01/24	03255LJ48	500,000.00	0.00	.000000	500,000.00	-3.87	0.00	499,996.13	500,471.13	100.09423	MKT	475.00	P
30859	ANAHEIM CA	07/01/25	03255LJB6	960,000.00	0.00	.000000	960,000.00	-12.93	0.00	959,987.07	962,099.07	100.21865	MKT	2,112.00	P
30864	LA COMM COLL DI	08/01/25	54438CYK2	1,700,000.00	0.00	.000000	1,700,000.00	17.78	-5,219.90	1,700,017.78	1,696,209.78	99.77705	MKT	-3,808.00	P
30865	LA COMM COLL DI	08/01/25	54438CYK2	10,500,000.00	0.00	.000000	10,500,000.00	-1.90	-33,142.38	10,499,998.10	10,500,943.10	100.00898	MKT	945.00	P
<b>Inv Type: 44 OTHER GOVT AGENCIES 30/360</b>				306,750,000.00	84,243,996.32	104.094892	247,355,000.00	-23,512,282.84	-185,515.32	308,086,713.48	312,784,523.65	101.96724		4,697,810.17	
30382	NAPA VALLEY COM	08/01/24	630360CN3	2,595,000.00	2,463,385.82	94.928163	0.00	32,197.84	0.00	2,495,583.66	2,495,583.66	96.16893	MKT	0.00	P
30387	MANHATTAN BEACH	09/01/22	562785FP5	300,000.00	293,211.03	97.737010	0.00	3,128.76	0.00	296,339.79	296,339.79	98.77993	MKT	0.00	P
30703	KERN COUNTY	08/15/25	492279CR3	2,300,000.00	0.00	.000000	2,300,000.00	18,414.61	0.00	2,318,414.61	2,157,782.61	93.81664	MKT	-160,632.00	P
30732	OLD ADOBE UNION	08/01/23	679502FN9	140,000.00	0.00	.000000	140,000.00	206.29	0.00	140,206.29	138,837.09	99.16935	MKT	-1,369.20	P
<b>Inv Type: 47 FNMA ZERO COUPON</b>				5,335,000.00	2,756,596.85	95.219235	2,440,000.00	53,947.50	0.00	5,250,544.35	5,088,543.15	95.38038		-162,001.20	
30160	CANADIAN IMPERI	07/06/20	13606B786	0.00	20,005,962.55	100.029813	0.00	-20,000,000.00	274,688.89	5,962.55	0.00	.00000	MKT	-5,962.55	P
30166	TORONTO DOMINIO	07/21/20	89114N3R4	0.00	10,010,550.82	100.105508	0.00	-10,000,000.00	143,555.56	10,550.82	0.00	.00000	MKT	-10,550.83	P
30168	MUFG BANK NY	07/31/20	55379W4R4	0.00	25,039,582.18	100.158329	0.00	-25,000,000.00	375,277.78	39,582.18	0.00	.00000	MKT	-39,582.18	P
30169	NORDEA BANK NY	07/06/20	65558TPB5	0.00	15,004,397.09	100.029314	0.00	-15,000,000.00	194,250.00	4,397.09	0.00	.00000	MKT	-4,397.09	P
30175	SEB BANK NY	07/29/20	83050PFY0	0.00	25,036,023.47	100.144094	0.00	-25,000,000.00	348,583.33	36,023.47	0.00	.00000	MKT	-36,023.47	P
30176	NATIXIS BANK NY	07/02/20	63873N7M7	0.00	20,001,987.64	100.009938	0.00	-20,000,000.00	250,666.67	1,987.64	0.00	.00000	MKT	-1,987.64	P
30179	SOCIETE GENERAL	07/31/20	83369XCQ9	0.00	25,038,507.96	100.154032	0.00	-25,000,000.00	347,277.78	38,507.96	0.00	.00000	MKT	-38,507.96	P
30182	NATIXIS BANK NY	07/30/20	63873QAG9	0.00	25,037,266.25	100.149065	0.00	-25,000,000.00	340,750.00	37,266.25	0.00	.00000	MKT	-37,266.25	P
30183	SEB BANK NY	08/03/20	83050PGJ2	0.00	25,042,234.67	100.168939	0.00	-25,000,000.00	345,972.22	42,234.67	0.00	.00000	MKT	-42,234.67	P
30186	NORDEA BANK NY	08/18/20	65558TQF5	0.00	25,059,165.28	100.236661	0.00	-25,000,000.00	354,562.50	59,165.28	0.00	.00000	MKT	-59,165.28	P
30199	SEB BANK NY	08/25/20	83050PGR4	0.00	30,082,541.36	100.275138	0.00	-30,000,000.00	423,150.00	82,541.36	0.00	.00000	MKT	-82,541.36	P
30272	TORONTO DOMINIO	08/13/20	89114NGP4	0.00	20,037,626.66	100.188133	0.00	-20,000,000.00	163,905.56	37,626.66	0.00	.00000	MKT	-37,626.66	P
30273	NATIXIS BANK NY	01/25/21	63873QEJ9	0.00	20,151,684.79	100.758424	0.00	-20,000,000.00	300,200.00	151,684.79	0.00	.00000	MKT	-151,684.79	P
30315	BANK OF MONTREA	09/28/20	06367BKK4	0.00	25,097,453.58	100.389814	0.00	-25,000,000.00	211,979.17	97,453.58	0.00	.00000	MKT	-97,453.58	P
30318	UBS FINANCIAL	09/01/20	90275DKV1	0.00	20,056,327.44	100.281637	0.00	-20,000,000.00	146,388.89	56,327.44	0.00	.00000	MKT	-56,327.44	P
30331	BANK OF MONTREA	03/29/21	06367BLS6	0.00	25,184,372.92	100.737492	0.00	-25,000,000.00	334,687.50	184,372.92	0.00	.00000	MKT	-184,372.92	P
30341	CANADIAN IMPERI	11/24/20	13606CAC3	0.00	25,103,998.34	100.415993	0.00	-25,000,000.00	190,833.33	103,998.34	0.00	.00000	MKT	-103,998.34	P
30489	SOCIETE GENERAL	07/06/21	83369XEQ7	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,001,457.51	100.00583	MKT	1,457.51	P
30490	NATIXIS BANK NY	07/01/21	63873QIM7	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,000,145.75	100.00097	MKT	145.75	P
30497	TORONTO DOMINIO	07/06/21	89114NP41	24,000,000.00	0.00	.000000	24,000,000.00	0.00	0.00	24,000,000.00	24,001,199.31	100.00500	MKT	1,199.31	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Price	GASB Cat	Change In Fair Value	U P
30518	NATIXIS BANK NY	07/30/21	63873QKL7	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,004,997.08	100.01999	MKT	4,997.08	P
30524	NORDEA BANK NY	08/27/21	65558TG25	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,006,842.73	100.02737	MKT	6,842.73	P
30536	TORONTO DOMINIO	08/31/21	89114NRE7	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,005,851.83	100.02926	MKT	5,851.83	P
30545	SOCIETE GENERAL	08/03/21	83369XF45	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,003,964.43	100.01982	MKT	3,964.43	P
30548	SOCIETE GENERAL	09/01/21	83369XF78	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,007,695.40	100.03848	MKT	7,695.40	P
30549	SEB BANK NY	07/21/21	83050PMV8	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,002,623.53	100.01049	MKT	2,623.53	P
30565	NORDEA BANK NY	09/28/21	65558TN43	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,009,993.80	100.04997	MKT	9,993.80	P
30569	CREDIT SUISSE	10/27/21	22549L4G7	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,020,643.59	100.08257	MKT	20,643.59	P
30572	NORDEA BANK NY	07/30/21	65558TP33	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,003,331.50	100.01333	MKT	3,331.50	P
30577	CANADIAN IMPERI	07/28/21	13606CGX6	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,003,303.79	100.01322	MKT	3,303.79	P
30591	CREDIT SUISSE	07/07/21	22549L5U5	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,000,583.06	100.00389	MKT	583.06	P
30695	RABOBANK NY	05/02/22	21684XL9	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,027,152.61	100.13576	MKT	27,152.61	P
30731	NATIXIS BANK NY	02/01/22	63873QNB6	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,009,885.01	100.06590	MKT	9,885.01	P
30734	UBS FINANCIAL	08/16/22	90275DNCO	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,000,000.00	100.00000	MKT	0.00	P
30741	NATIXIS BANK NY	03/01/22	63873QNL4	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,014,889.08	100.07445	MKT	14,889.08	P
30755	TORONTO DOMINIO	02/24/22	89114W5P6	10,000,000.00	0.00	.000000	10,000,000.00	0.00	0.00	10,000,000.00	10,005,966.91	100.05967	MKT	5,966.91	P
30761	NATIXIS BANK NY	03/29/22	63873QNY6	14,000,000.00	0.00	.000000	14,000,000.00	0.00	0.00	14,000,000.00	14,012,678.20	100.09056	MKT	12,678.20	P
30764	NATIXIS BANK NY	11/09/21	63873QPA6	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,006,597.16	100.04398	MKT	6,597.16	P
30765	SOCIETE GENERAL	07/27/22	83369X2B3	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,000,000.00	100.00000	MKT	0.00	P
30783	UBS FINANCIAL	08/29/22	90275DNW6	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,000,000.00	100.00000	MKT	0.00	P
30791	RABOBANK NY	07/19/22	21684XPY6	20,000,000.00	0.00	.000000	20,000,000.00	0.00	0.00	20,000,000.00	20,000,000.00	100.00000	MKT	0.00	P
30818	SOCIETE GENERAL	07/29/22	83369X3H9	15,000,000.00	0.00	.000000	15,000,000.00	0.00	0.00	15,000,000.00	15,000,000.00	100.00000	MKT	0.00	P
30841	BANK OF MONTREA	07/07/22	06367CGA9	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,000,000.00	100.00000	MKT	0.00	P
30847	SEB BANK NY	07/29/22	83050PVU0	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,000,000.00	100.00000	MKT	0.00	P
30861	RABOBANK NY	08/02/22	21684XRR9	25,000,000.00	0.00	.000000	25,000,000.00	0.00	0.00	25,000,000.00	25,000,000.00	100.00000	MKT	0.00	P
<b>Inv Type: 74 FIXED YANKEE CD ACT/360 @MAT</b>											568,989,683.00	100.250443		-839,880.73	
30383	TOYOTA	01/29/21	89233GNV4	0.00	19,961,133.33	99.805667	0.00	-20,000,000.00	262,500.00	-38,866.67	0.00	.00000	MKT	38,866.67	P
<b>Inv Type: 82 COMMERCIAL PAPER DISCOUNT BASE</b>											0.00	.00000		38,866.67	
24793	CAMP	07/01/21		0.00	89,000,000.00	100.000000	1,411,792,091.85	-1,500,814,484.30	0.00	-22,392.45	0.00	.00000	MKT	22,392.45	P
28383	CAL TRUST MMF	07/01/21	94984B793	15,000,252.47	1,006,438.22	100.000000	41,997,556.91	-28,003,822.56	0.00	15,000,169.57	15,000,252.47	100.00000	MKT	82.90	P
29032	FEDERATED MUTUA	07/01/21	60934N203	0.00	0.00	.000000	0.00	0.00	0.00	0.00	0.00	.00000	MKT	0.00	P
30839	CAMP	12/31/30		100,000,000.00	0.00	.000000	279,860,452.50	-179,860,452.50	0.00	100,000,000.00	100,000,000.00	100.00000	MKT	0.00	P
<b>Inv Type: 98 MUTUAL FUNDS</b>											115,000,252.47	100.000000		22,475.35	
25020	LOCAL AGENCY IN	12/31/30		0.00	0.00	.000000	0.00	0.00	0.00	0.00	0.00	.00000	MKT	0.00	P

# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. Security No.	Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U P
<b>Inv Type: 99 STATE LOCAL AGENCY INVEST POOL</b>															
				0.00	0.00	.000000	0.00	0.00	0.00	0.00	0.00	.00000		0.00	
30378	GOLD RIDGE RCD	09/22/20		0.00	500,000.00	100.000000	0.00	-500,000.00	5,760.27	0.00	0.00	.00000	MKT	0.00	P
30504	CDC NOTE 2020 S	06/15/21		0.00	0.00	.000000	1,680,000.00	-1,680,000.00	37,857.53	0.00	0.00	.00000	MKT	0.00	P
30528	AIRPORT NOTE 20	06/17/21		0.00	0.00	.000000	1,500,000.00	-1,500,000.00	31,130.14	0.00	0.00	.00000	MKT	0.00	P
30804	GOLD RIDGE RCD	12/31/21	GOLDRCD27	400,000.00	0.00	.000000	400,000.00	0.00	0.00	400,000.00	400,000.00	100.00000	MKT	0.00	P
30853	CDC NOTE SERIES	06/15/22		840,000.00	0.00	.000000	840,000.00	0.00	0.00	840,000.00	840,000.00	100.00000	MKT	0.00	P
<b>Inv Type: 1005 CERTIFICATE OF DEPOSIT</b>															
				1,240,000.00	500,000.00	100.000000	4,420,000.00	-3,680,000.00	74,747.94	1,240,000.00	1,240,000.00	100.00000		0.00	
<b>Subtotal</b>															
				3,064,473,016.36	2,805,117,848.75	100.983774	4,277,341,101.26	-4,002,688,649.20	7,995,644.17	3,079,770,300.81	3,090,717,064.79	100.85640		10,946,763.97	
<b>Fund: 300 SCEIP</b>															
28288	SCEIP 2009B-20	09/02/29		55,905.67	60,583.20	100.000000	0.00	-4,677.53	0.00	55,905.67	55,905.67	100.00000	MKT	0.00	P
28313	SCEIP 2009C-20	09/02/29		29,644.28	32,124.61	100.000000	0.00	-2,480.33	0.00	29,644.28	29,644.28	100.00000	MKT	0.00	P
28352	SCEIP 2009D-20	09/02/29		164,373.65	190,550.57	100.000000	0.00	-26,176.92	166.69	164,373.65	164,373.65	100.00000	MKT	0.00	P
28387	SCEIP 2009E-20	09/02/29		1,621,548.75	1,842,978.69	100.000000	0.00	-221,429.94	520.51	1,621,548.75	1,621,548.75	100.00000	MKT	0.00	P
28427	SCEIP 2009F-20	09/02/29		419,314.51	531,160.07	100.000000	0.00	-111,845.56	517.86	419,314.51	419,314.51	100.00000	MKT	0.00	P
28476	SCEIP 2009E-10	09/02/20		0.00	3,911.61	100.000000	0.00	-3,911.61	58.67	0.00	0.00	.00000	MKT	0.00	P
28477	SCEIP 2009G-20	09/02/30		183,166.16	221,061.12	100.000000	0.00	-37,894.96	316.38	183,166.16	183,166.16	100.00000	MKT	0.00	P
28550	SCEIP 2009F-10	09/02/20		0.00	5,146.34	100.000000	0.00	-5,146.34	77.20	0.00	0.00	.00000	MKT	0.00	P
28551	SCEIP 2009H-20	09/02/30		732,331.00	1,058,506.95	100.000000	0.00	-326,175.95	1,177.17	732,331.00	732,331.00	100.00000	MKT	0.00	P
28575	SCEIP 2010A-10	09/02/20		0.00	3,622.49	100.000000	0.00	-3,622.49	54.34	0.00	0.00	.00000	MKT	0.00	P
28577	SCEIP 2010A-20	09/02/30		632,671.53	742,166.46	100.000000	0.00	-109,494.93	478.36	632,671.53	632,671.53	100.00000	MKT	0.00	P
28594	SCEIP 2010B-10	09/02/20		0.00	3,438.13	100.000000	0.00	-3,438.13	51.57	0.00	0.00	.00000	MKT	0.00	P
28595	SCEIP 2010B-20	09/02/30		590,946.58	669,603.56	100.000000	0.00	-78,656.98	241.74	590,946.58	590,946.58	100.00000	MKT	0.00	P
28620	SCEIP 2010C-20	09/02/30		376,076.04	469,262.34	100.000000	0.00	-93,186.30	259.45	376,076.04	376,076.04	100.00000	MKT	0.00	P
28621	SCEIP 2010C-10	09/02/20		0.00	10,706.68	100.000000	0.00	-10,706.68	160.60	0.00	0.00	.00000	MKT	0.00	P
28680	SCEIP 2010D-20	09/02/30		359,476.76	443,639.79	100.000000	0.00	-84,163.03	293.46	359,476.76	359,476.76	100.00000	MKT	0.00	P
28681	SCEIP 2010D-10	09/02/20		0.00	2,305.80	100.000000	0.00	-2,305.80	34.59	0.00	0.00	.00000	MKT	0.00	P
28707	SCEIP 2010E-20	09/02/30		282,353.50	320,906.67	100.000000	0.00	-38,553.17	77.82	282,353.50	282,353.50	100.00000	MKT	0.00	P
28708	SCEIP 2010E-10	09/02/20		0.00	3,102.79	100.000000	0.00	-3,102.79	46.54	0.00	0.00	.00000	MKT	0.00	P
28738	SCEIP 2010F-10	09/02/20		0.00	12,443.76	100.000000	0.00	-12,443.76	186.66	0.00	0.00	.00000	MKT	0.00	P
28739	SCEIP 2010F-20	09/02/30		548,649.46	662,681.43	100.000000	0.00	-114,031.97	532.41	548,649.46	548,649.46	100.00000	MKT	0.00	P
28763	SCEIP 2010G-10	09/02/20		0.00	12,137.89	100.000000	0.00	-12,137.89	182.07	0.00	0.00	.00000	MKT	0.00	P
28764	SCEIP 2010G-20	09/02/30		301,703.58	389,768.74	100.000000	0.00	-88,065.16	346.81	301,703.58	301,703.58	100.00000	MKT	0.00	P
28769	SCEIP 2010H-10	09/02/20		0.00	4,564.73	100.000000	0.00	-4,564.73	68.47	0.00	0.00	.00000	MKT	0.00	P



# GASB 31 REPORT



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
28770	SCEIP 2010H-20	09/02/30		204,960.26	255,851.91	100.000000	0.00	-50,891.65	119.48	204,960.26	204,960.26	100.00000	MKT	0.00	P
28798	SCEIP 2010I-20	09/02/30		231,832.93	557,076.74	100.000000	0.00	-325,243.81	2,588.90	231,832.93	231,832.93	100.00000	MKT	0.00	P
28799	SCEIP 2010I-10	09/02/20		0.00	1,322.68	100.000000	0.00	-1,322.68	19.84	0.00	0.00	.00000	MKT	0.00	P
28822	SCEIP 2010J-20	09/02/31		197,217.22	264,926.82	100.000000	0.00	-67,709.60	284.32	197,217.22	197,217.22	100.00000	MKT	0.00	P
28823	SCEIP 2010J-10	09/02/21		1,109.50	3,217.27	100.000000	0.00	-2,107.77	0.00	1,109.50	1,109.50	100.00000	MKT	0.00	P
28843	SCEIP 2010K-20	09/02/31		182,608.95	228,137.40	100.000000	0.00	-45,528.45	221.72	182,608.95	182,608.95	100.00000	MKT	0.00	P
28855	SCEIP 2010L-10	09/02/21		6,702.86	20,768.60	100.000000	0.00	-14,065.74	4.14	6,702.86	6,702.86	100.00000	MKT	0.00	P
28856	SCEIP 2010L-20	09/02/31		340,043.98	361,384.92	100.000000	0.00	-21,340.94	0.00	340,043.98	340,043.98	100.00000	MKT	0.00	P
28880	SCEIP 2011A-10	09/02/21		777.46	2,254.45	100.000000	0.00	-1,476.99	0.00	777.46	777.46	100.00000	MKT	0.00	P
28881	SCEIP 2011A-20	09/02/31		229,330.26	243,722.90	100.000000	0.00	-14,392.64	0.00	229,330.26	229,330.26	100.00000	MKT	0.00	P
28901	SCEIP 2011B-20	09/02/31		368,357.19	391,475.08	100.000000	0.00	-23,117.89	0.00	368,357.19	368,357.19	100.00000	MKT	0.00	P
28909	SCEIP 2011C-10	09/02/21		3,117.45	9,039.62	100.000000	0.00	-5,922.17	0.00	3,117.45	3,117.45	100.00000	MKT	0.00	P
28910	SCEIP 2011C-20	09/02/31		154,081.28	177,870.94	100.000000	0.00	-23,789.66	62.84	154,081.28	154,081.28	100.00000	MKT	0.00	P
28928	SCEIP 2011D-10	09/02/21		18,553.10	53,798.38	100.000000	0.00	-35,245.28	0.00	18,553.10	18,553.10	100.00000	MKT	0.00	P
28929	SCEIP 2011D-20	09/02/31		174,633.78	227,551.46	100.000000	0.00	-52,917.68	417.17	174,633.78	174,633.78	100.00000	MKT	0.00	P
28948	SCEIP 2011E-10	09/02/21		1,910.57	5,539.93	100.000000	0.00	-3,629.36	0.00	1,910.57	1,910.57	100.00000	MKT	0.00	P
28949	SCEIP 2011E-20	09/02/31		160,241.70	250,083.39	100.000000	0.00	-89,841.69	520.67	160,241.70	160,241.70	100.00000	MKT	0.00	P
28963	SCEIP 2011F-20	09/02/31		177,454.84	213,944.73	100.000000	0.00	-36,489.89	168.22	177,454.84	177,454.84	100.00000	MKT	0.00	P
28964	SCEIP 2011F-10	09/02/21		1,158.00	3,357.73	100.000000	0.00	-2,199.73	0.00	1,158.00	1,158.00	100.00000	MKT	0.00	P
28975	SCEIP 2011G-20	09/02/31		269,730.14	368,699.48	100.000000	0.00	-98,969.34	740.31	269,730.14	269,730.14	100.00000	MKT	0.00	P
28976	SCEIP 2011G-10	09/02/21		856.02	2,482.19	100.000000	0.00	-1,626.17	0.00	856.02	856.02	100.00000	MKT	0.00	P
28995	SCEIP 2011H-10	09/02/21		3,180.39	10,802.49	100.000000	0.00	-7,622.10	4.91	3,180.39	3,180.39	100.00000	MKT	0.00	P
29026	SCEIP 2011J-10	09/02/22		963.47	1,552.75	100.000000	0.00	-589.28	0.00	963.47	963.47	100.00000	MKT	0.00	P
29051	SCEIP 2011K-10	09/02/22		0.00	17,424.55	100.000000	0.00	-17,424.55	129.94	0.00	0.00	.00000	MKT	0.00	P
29089	SCEIP 2012A-10	09/02/22		1,029.01	1,658.29	100.000000	0.00	-629.28	0.00	1,029.01	1,029.01	100.00000	MKT	0.00	P
29102	SCEIP 2012B-10	09/02/22		2,041.39	3,289.83	100.000000	0.00	-1,248.44	0.00	2,041.39	2,041.39	100.00000	MKT	0.00	P
29120	SCEIP 2012C-10	09/02/22		2,439.88	3,931.98	100.000000	0.00	-1,492.10	0.00	2,439.88	2,439.88	100.00000	MKT	0.00	P
29136	SCEIP 2012D-10	09/02/22		2,581.80	4,160.78	100.000000	0.00	-1,578.98	0.00	2,581.80	2,581.80	100.00000	MKT	0.00	P
29168	SCEIP 2012G-10	09/02/22		0.00	2,508.27	100.000000	0.00	-2,508.27	2.72	0.00	0.00	.00000	MKT	0.00	P
29188	SCEIP 2012H-10	09/02/22		0.04	5,221.60	100.000000	0.00	-5,221.56	29.70	0.04	0.04	100.00000	MKT	0.00	P
29220	SCEIP 2012J-10	09/02/23		7,399.44	28,054.84	100.000000	0.00	-20,655.40	188.59	7,399.44	7,399.44	100.00000	MKT	0.00	P
29254	SCEIP 2013A-10	09/02/23		3,313.29	4,487.06	100.000000	0.00	-1,173.77	0.00	3,313.29	3,313.29	100.00000	MKT	0.00	P
29271	SCEIP 2013C-10	09/02/23		7,892.36	10,688.33	100.000000	0.00	-2,795.97	0.00	7,892.36	7,892.36	100.00000	MKT	0.00	P
29300	SCEIP 2013E-10	09/02/23		3,315.02	4,489.38	100.000000	0.00	-1,174.36	0.00	3,315.02	3,315.02	100.00000	MKT	0.00	P
29322	SCEIP 2013H-10	09/02/23		6,854.06	9,282.17	100.000000	0.00	-2,428.11	0.00	6,854.06	6,854.06	100.00000	MKT	0.00	P
29338	SCEIP 2013I-10	09/02/23		8,385.40	15,271.02	100.000000	0.00	-6,885.62	15.64	8,385.40	8,385.40	100.00000	MKT	0.00	P
29340	SCEIP 2013I-10	09/02/24		48,438.02	60,266.37	100.000000	0.00	-11,828.35	0.00	48,438.02	48,438.02	100.00000	MKT	0.00	P



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
29368	SCEIP 2013L-10	09/02/24		0.00	14,041.85	100.000000	0.00	-14,041.85	103.45	0.00	0.00	.00000	MKT	0.00	P
29396	SCEIP 2014B-10	09/02/24		7,872.02	9,794.36	100.000000	0.00	-1,922.34	0.00	7,872.02	7,872.02	100.00000	MKT	0.00	P
29402	SCEIP 2014C-10	09/02/24		0.00	26,777.31	100.000000	0.00	-26,777.31	37.66	0.00	0.00	.00000	MKT	0.00	P
29415	SCEIP 2014D-10	09/02/24		3,015.01	3,751.25	100.000000	0.00	-736.24	0.00	3,015.01	3,015.01	100.00000	MKT	0.00	P
29432	SCEIP 2014F-10	09/02/24		1,573.79	1,958.08	100.000000	0.00	-384.29	0.00	1,573.79	1,573.79	100.00000	MKT	0.00	P
29433	SCEIP 2014F-20	09/02/24		66,087.88	68,956.92	100.000000	0.00	-2,869.04	0.00	66,087.88	66,087.88	100.00000	MKT	0.00	P
29437	SCEIP 2014G-20	09/02/24		168,009.03	175,302.74	100.000000	0.00	-7,293.71	0.00	168,009.03	168,009.03	100.00000	MKT	0.00	P
29440	SCEIP 2014H-10	09/02/24		8,712.12	24,907.70	100.000000	0.00	-16,195.58	103.65	8,712.12	8,712.12	100.00000	MKT	0.00	P
29441	SCEIP 2014H-20	09/02/24		98,260.92	102,526.68	100.000000	0.00	-4,265.76	0.00	98,260.92	98,260.92	100.00000	MKT	0.00	P
29447	SCEIP 2014I-10	09/02/24		2,630.51	3,272.86	100.000000	0.00	-642.35	0.00	2,630.51	2,630.51	100.00000	MKT	0.00	P
29448	SCEIP 2014I-20	09/02/24		35,370.29	83,833.63	100.000000	0.00	-48,463.34	609.08	35,370.29	35,370.29	100.00000	MKT	0.00	P
29458	SCEIP 2014J-10	09/02/25		2,845.88	3,367.28	100.000000	0.00	-521.40	0.00	2,845.88	2,845.88	100.00000	MKT	0.00	P
29459	SCEIP 2014J-20	09/02/25		51,238.63	125,561.45	100.000000	0.00	-74,322.82	518.76	51,238.63	51,238.63	100.00000	MKT	0.00	P
29466	SCEIP 2014K-10	09/02/25		0.00	13,544.23	100.000000	0.00	-13,544.23	28.16	0.00	0.00	.00000	MKT	0.00	P
29467	SCEIP 2014K-20	09/02/25		66,761.49	69,354.49	100.000000	0.00	-2,593.00	0.00	66,761.49	66,761.49	100.00000	MKT	0.00	P
29482	SCEIP 2014L-10	09/02/25		0.00	17,233.72	100.000000	0.00	-17,233.72	209.68	0.00	0.00	.00000	MKT	0.00	P
29483	SCEIP 2014L-20	09/02/25		24,923.29	41,826.27	100.000000	0.00	-16,902.98	26.84	24,923.29	24,923.29	100.00000	MKT	0.00	P
29501	SCEIP 2015A-10	09/02/25		4,482.06	19,698.40	100.000000	0.00	-15,216.34	126.61	4,482.06	4,482.06	100.00000	MKT	0.00	P
29502	SCEIP 2015A-20	09/02/25		72,172.55	142,661.83	100.000000	0.00	-70,489.28	761.12	72,172.55	72,172.55	100.00000	MKT	0.00	P
29511	SCEIP 2015B-20	09/02/25		71,261.23	74,029.02	100.000000	0.00	-2,767.79	0.00	71,261.23	71,261.23	100.00000	MKT	0.00	P
29519	SCEIP 2015C-10	09/02/25		2,160.69	2,556.56	100.000000	0.00	-395.87	0.00	2,160.69	2,160.69	100.00000	MKT	0.00	P
29520	SCEIP 2015C-20	09/02/25		88,110.56	151,747.49	100.000000	0.00	-63,636.93	233.96	88,110.56	88,110.56	100.00000	MKT	0.00	P
29531	SCEIP 2015D-20	09/02/25		62,933.21	65,377.55	100.000000	0.00	-2,444.34	0.00	62,933.21	62,933.21	100.00000	MKT	0.00	P
29551	SCEIP 2015E-20	09/02/25		45,512.62	47,280.34	100.000000	0.00	-1,767.72	0.00	45,512.62	45,512.62	100.00000	MKT	0.00	P
29562	SCEIP 2015F-10	09/02/25		0.00	7,245.59	100.000000	0.00	-7,245.59	15.06	0.00	0.00	.00000	MKT	0.00	P
29563	SCEIP 2015F-20	09/02/25		31,973.77	33,215.63	100.000000	0.00	-1,241.86	0.00	31,973.77	31,973.77	100.00000	MKT	0.00	P
29575	SCEIP 2015H-10	09/02/25		5,756.64	6,811.36	100.000000	0.00	-1,054.72	0.00	5,756.64	5,756.64	100.00000	MKT	0.00	P
29579	SCEIP 2015I-10	09/02/25		9,873.35	11,682.32	100.000000	0.00	-1,808.97	0.00	9,873.35	9,873.35	100.00000	MKT	0.00	P
29587	SCEIP 2015J-10	09/02/26		13,482.43	15,431.33	100.000000	0.00	-1,948.90	0.00	13,482.43	13,482.43	100.00000	MKT	0.00	P
29615	SCEIP 2015K-10	09/02/26		0.00	48,477.73	100.000000	0.00	-48,477.73	102.31	0.00	0.00	.00000	MKT	0.00	P
29634	SCEIP 2015L-10	09/02/26		24,375.77	27,899.32	100.000000	0.00	-3,523.55	48.35	24,375.77	24,375.77	100.00000	MKT	0.00	P
29662	SCEIP 2016B-10	09/02/26		0.00	12,074.45	100.000000	0.00	-12,074.45	0.00	0.00	0.00	.00000	MKT	0.00	P
29674	SCEIP 2016D-10	09/02/26		13,080.18	14,970.94	100.000000	0.00	-1,890.76	0.00	13,080.18	13,080.18	100.00000	MKT	0.00	P
29716	SCEIP 2016G-10	09/02/26		0.00	187,987.80	100.000000	0.00	-187,987.80	2,336.25	0.00	0.00	.00000	MKT	0.00	P
29733	SCEIP 2016H-10	09/02/26		1,784.09	2,041.99	100.000000	0.00	-257.90	0.00	1,784.09	1,784.09	100.00000	MKT	0.00	P
29740	SCEIP 2016I-10	09/02/26		41,356.83	47,335.01	100.000000	0.00	-5,978.18	0.00	41,356.83	41,356.83	100.00000	MKT	0.00	P
29752	SCEIP 2016K-10	09/02/27		23,515.86	69,367.43	100.000000	0.00	-45,851.57	577.98	23,515.86	23,515.86	100.00000	MKT	0.00	P



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Payments - Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U
29758	SCEIP 2016L-10	09/02/27		0.00	18,158.65	100.000000	0.00	-18,158.65	51.65	0.00	0.00	.00000	MKT	0.00	P
29787	SCEIP 2017A-10	09/02/27		0.00	16,343.39	100.000000	0.00	-16,343.39	142.05	0.00	0.00	.00000	MKT	0.00	P
29795	SCEIP 2017B-10	09/02/27		43,473.32	48,598.74	100.000000	0.00	-5,125.42	0.00	43,473.32	43,473.32	100.00000	MKT	0.00	P
29827	SCEIP 2017F-10	09/02/27		7,730.00	8,641.36	100.000000	0.00	-911.36	0.00	7,730.00	7,730.00	100.00000	MKT	0.00	P
29845	SCEIP 2017I-10	09/02/27		7,249.11	8,103.77	100.000000	0.00	-854.66	0.00	7,249.11	7,249.11	100.00000	MKT	0.00	P
29852	SCEIP 2017J-10	09/02/28		0.00	111,771.73	100.000000	0.00	-111,771.73	466.37	0.00	0.00	.00000	MKT	0.00	P
29874	SCEIP 2017L-10	09/02/28		77,121.00	84,713.69	100.000000	0.00	-7,592.69	0.00	77,121.00	77,121.00	100.00000	MKT	0.00	P
29904	SCEIP 2018C-10	09/02/28		12,368.13	13,585.81	100.000000	0.00	-1,217.68	0.00	12,368.13	12,368.13	100.00000	MKT	0.00	P
29916	SCEIP 2018D-10	09/02/28		41,220.28	45,278.48	100.000000	0.00	-4,058.20	0.00	41,220.28	41,220.28	100.00000	MKT	0.00	P
29948	SCEIP 2018G-10	09/02/28		51,064.25	60,448.27	100.000000	0.00	-9,384.02	55.18	51,064.25	51,064.25	100.00000	MKT	0.00	P
29961	SCEIP 2018J-10	09/02/29		100,557.84	108,971.37	100.000000	0.00	-8,413.53	0.00	100,557.84	100,557.84	100.00000	MKT	0.00	P
29966	SCEIP 2018K-10	09/02/29		63,706.17	69,036.38	100.000000	0.00	-5,330.21	0.00	63,706.17	63,706.17	100.00000	MKT	0.00	P
30011	SCEIP 2019B-10	09/02/29		5,559.70	36,903.49	100.000000	0.00	-31,343.79	252.13	5,559.70	5,559.70	100.00000	MKT	0.00	P
30020	SCEIP 2019C-10	09/02/29		0.00	10,975.88	100.000000	0.00	-10,975.88	46.42	0.00	0.00	.00000	MKT	0.00	P
30034	SCEIP 2019D-10	09/02/29		45,944.51	49,788.62	100.000000	0.00	-3,844.11	0.00	45,944.51	45,944.51	100.00000	MKT	0.00	P
30063	SCEIP 2019E-10	09/02/29		64,702.07	70,115.58	100.000000	0.00	-5,413.51	0.00	64,702.07	64,702.07	100.00000	MKT	0.00	P
30093	SCEIP 2019G-10	09/02/29		9,928.95	27,717.14	100.000000	0.00	-17,788.19	206.32	9,928.95	9,928.95	100.00000	MKT	0.00	P
30109	SCEIP 2019H-10	09/02/29		22,287.87	35,798.09	100.000000	0.00	-13,510.22	49.25	22,287.87	22,287.87	100.00000	MKT	0.00	P
30123	SCEIP 2019I-10	09/02/29		14,821.20	16,061.24	100.000000	0.00	-1,240.04	0.00	14,821.20	14,821.20	100.00000	MKT	0.00	P
30148	SCEIP 2019J-10	09/02/29		0.00	30,586.55	100.000000	0.00	-30,586.55	757.02	0.00	0.00	.00000	MKT	0.00	P
30240	SCEIP 2020A-10	09/02/30		15,657.75	38,996.71	100.000000	0.00	-23,338.96	390.80	15,657.75	15,657.75	100.00000	MKT	0.00	P
30262	SCEIP 2020B-10	09/02/30		12,436.59	35,578.41	100.000000	0.00	-23,141.82	38.30	12,436.59	12,436.59	100.00000	MKT	0.00	P
30282	SCEIP 2020C-10	09/02/30		23,781.92	24,653.70	100.000000	0.00	-871.78	0.00	23,781.92	23,781.92	100.00000	MKT	0.00	P
30324	SCEIP 2020D-10	09/02/30		25,355.29	26,284.74	100.000000	0.00	-929.45	0.00	25,355.29	25,355.29	100.00000	MKT	0.00	P
30379	SCEIP 2020E-10	09/02/30		0.00	22,332.28	100.000000	0.00	-22,332.28	149.00	0.00	0.00	.00000	MKT	0.00	P
30428	SCEIP 2020F-10	09/02/30		16,917.77	17,537.93	100.000000	0.00	-620.16	0.00	16,917.77	16,917.77	100.00000	MKT	0.00	P
30514	SCEIP 2020H-10	09/02/30		26,192.13	0.00	.000000	48,452.69	-22,260.56	145.55	26,192.13	26,192.13	100.00000	MKT	0.00	P
30542	SCEIP 2020I-10	09/02/30		6,270.14	0.00	.000000	37,629.00	-31,358.86	207.70	6,270.14	6,270.14	100.00000	MKT	0.00	P
30585	SCEIP 2020J-10	09/02/31		76,042.40	0.00	.000000	76,042.40	0.00	0.00	76,042.40	76,042.40	100.00000	MKT	0.00	P
30626	SCEIP 2020K-10	09/02/31		58,019.74	0.00	.000000	84,267.66	-26,247.92	121.88	58,019.74	58,019.74	100.00000	MKT	0.00	P
30673	SCEIP 2020L-10	09/02/31		59,898.96	0.00	.000000	59,898.96	0.00	0.00	59,898.96	59,898.96	100.00000	MKT	0.00	P
30712	SCEIP 2021A-10	09/02/31		74,261.48	0.00	.000000	74,261.48	0.00	0.00	74,261.48	74,261.48	100.00000	MKT	0.00	P
30727	SCEIP 2021B-10	09/02/31		113,406.29	0.00	.000000	113,406.29	0.00	0.00	113,406.29	113,406.29	100.00000	MKT	0.00	P
30742	SCEIP 2021C-10	09/02/31		31,346.44	0.00	.000000	31,346.44	0.00	0.00	31,346.44	31,346.44	100.00000	MKT	0.00	P
30759	SCEIP 2021D-10	09/02/31		73,495.30	0.00	.000000	73,495.30	0.00	0.00	73,495.30	73,495.30	100.00000	MKT	0.00	P
30802	SCEIP 2021E-10	09/02/31		229,977.20	0.00	.000000	229,977.20	0.00	0.00	229,977.20	229,977.20	100.00000	MKT	0.00	P
30834	SCEIP 2021F-10	09/02/31		83,729.88	0.00	.000000	83,729.88	0.00	0.00	83,729.88	83,729.88	100.00000	MKT	0.00	P



Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

Inv. No.	Security Description	Mat Date	CUSIP	Ending Par	Beginning Fair Value	Beginning Fair Price	Purchases + Accr + Book Adj	Sales/Calls/ Mat/Payments - Accr - Book Adj	Purchase Interest	Subtotal	Ending Fair Value	Ending Fair Price	GASB Cat	Change In Fair Value	U P
30866	SCEIP 2021G-10	09/02/31		285,577.44	0.00	.000000	285,577.44	0.00	0.00	285,577.44	285,577.44	100.000000	MKT	0.00	P
Inv Type: 44 OTHER GOVT AGENCIES 30/360				11,949,906.35	14,332,855.66	100.000000	1,198,084.74	-3,581,034.05	20,287.02	11,949,906.35	11,949,906.35	100.000000		0.00	
Subtotal				11,949,906.35	14,332,855.66	100.000000	1,198,084.74	-3,581,034.05	20,287.02	11,949,906.35	11,949,906.35	100.000000		0.00	
Grand Total - MKT				3,076,422,922.71	2,819,450,704.41	100.978724	4,278,539,186.00	-4,006,269,683.25	8,015,931.19	3,091,720,207.16	3,102,666,971.14	100.85307	MKT	10,946,763.97	
Grand Total				3,076,422,922.71	2,819,450,704.41	100.978724	4,278,539,186.00	-4,006,269,683.25	8,015,931.19	3,091,720,207.16	3,102,666,971.14	100.85307		10,946,763.97	



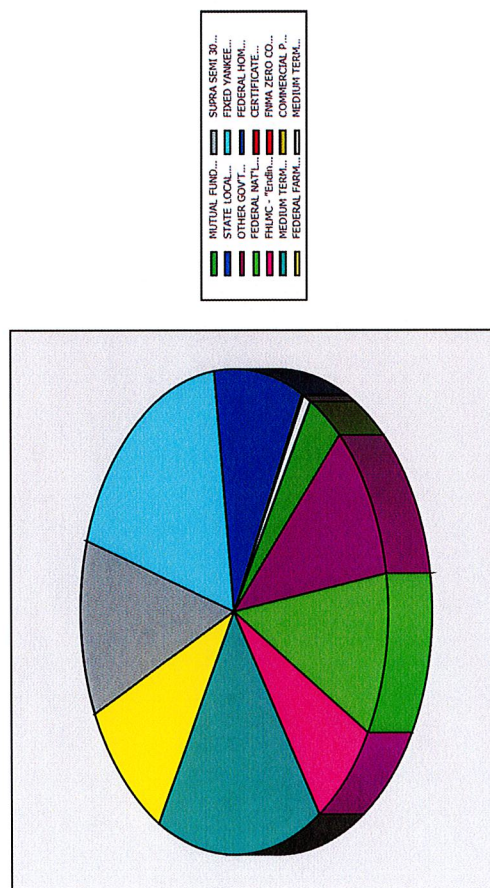


Run Date: 7/1/2021 8:13:13 AM

From Date: 7/1/2020 To Date: 6/30/2021

GASB 31 SUMMARY REPORT	
INVESTMENTS WITH 'MKT' GASB CATEGORY	
Ending Fair Value at 6/30/2021	3,102,666,971.14
ADD: Proceeds of Sales/Calls/Mat/Payments:	3,994,262,032.52
LESS: Cost of Investments Purchased:	4,278,539,186.00
ADD/LESS: Amortization/Accretion/Book Adj:	-12,007,650.73
LESS: Beginning Fair Value at 7/1/2020	2,819,450,704.41
Change in Fair Value of Investments	10,946,763.97

Investments With 'MKT' GASB Category





December 1, 2021

**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

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

**SUBJECT:** Authorize the General Manager to Award Contract No. FN-PS-21-007 to PFM Financial Advisors, LLC to provide as-needed financial advisory services.

Dear Board Members:

**RECOMMENDATION:**

Staff recommends authorizing the General Manager to award Contract No. FN-PS-21-007 to PFM Financial Advisors, LLC to provide as-needed financial advisory services with a not-to-exceed amount of \$267,500 for the initial three-year term.

**SUMMARY:**

During the course of SMART's day to day business, it is necessary to have a third-party financial advisory firm on contract to assist with developing strategies for future financing needs, preparing and maintaining financial models, performing rating agency updates and reviews, advising on various elements and opportunities with municipal securities or products, and many other financial needs that may arise.

SMART's existing contract with PFM Financial Advisors, LLC is set to expire December 31, 2021. In anticipation of the contract's expiration, SMART issued a Request for Proposal to procure the next Consultant under Solicitation No. FN-PS-21-007. SMART received 4 responsive proposals from the following vendors:

1. KNN Public Finance, LLC
2. PFM Financial Advisors, LLC
3. Ridgeline Municipal Strategies, LLC
4. Wulff, Hansen & Co

SMART's evaluation committee reviewed the proposals using the evaluation criteria listed in the Request for Proposal. The criteria included: the service approach, key personnel qualifications, demonstrated history of performing similar work, and cost.



Following the review of all four proposals, the Selection Committee shortlisted two firms. The shortlisted firms were KNN Public Finance, LLC and PFM Financial Advisors, LLC. After completing the reference checks and interviews with these two firms, the Selection Committee made the determination that PFM Financial Advisors, LLC provides the overall best value to SMART and is recommending the firm for the award of this contract.

Staff recommends authorizing the General Manager to award Contract No. FN-PS-21-007 to PFM Financial Advisors, LLC to provide as-needed financial advisory services with a not-to-exceed amount of \$267,500 for the initial three-year term. There are two one-year options to extend the contract thereafter at SMART's discretion. Any increase to the not-to-exceed amount would be brought before your board for review as required at that time.

**FISCAL IMPACT:** Funding is included in the approved Fiscal Year 2021-22 budget and assumed in subsequent years.

**REVIEWED BY:** ☐ Finance     /s/          ☐ Counsel     /s/    

Very truly yours,

    /s/      
Ken Hendricks  
Procurement Manager

Attachment(s): PFM Financial Advisors, LLC Agreement No. FN-PS-21-007

## AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of January 1, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and PFM Financial Advisors, LLC (hereinafter “Consultant”).

### RECITALS

WHEREAS, Consultant represents that it is a qualified public financial advisor, experienced in the areas of financial modeling and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant for ongoing financial advisory services; and \_\_\_\_\_.

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: FTA & DOT Requirements

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01        Initiation Conference. SMART’s Chief Financial Officer, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Chief Financial Officer and Consultant will establish and agree on a specific task for the project.

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

## ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Consultant shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

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

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

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:

Sarah Hollenbeck, Managing Director (SMART Day-to-Day Manager)  
Robert Rich, Managing Director (Transportation Specialist)  
Peter Shellenberger, Managing Director (Transportation & Transit Specialist)  
Jill Jaworski, Managing Director (Transportation & Transit Specialist)  
Todd Fraizer, Managing Director (Bond Pricing Expertise)  
Nick Jones, Senior Managing Consultant (Quantitative/Modeling Expert)

Allyson Kim, Senior Analyst (Quantitative Support)

## **ARTICLE 5. PAYMENT.**

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

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

Section 5.02 Consultant shall be paid on a task order basis in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$267,500.00, without the prior written approval of SMART. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time.

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect through December 31, 2024, with two additional one-year options to extend at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

## **ARTICLE 7. TERMINATION.**

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

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

termination, stating the reason for termination.

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

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

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

## **ARTICLE 8.    INDEMNIFICATION**

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

## **ARTICLE 9.    INSURANCE.**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the

minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART”

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

Section 9.02      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03      Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

Section 9.05      Endorsements. Prior to commencing work, Consultant shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

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

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

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

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

Section 9.06      Deductibles and Retentions. Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.07      Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Consultant shall:

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

Section 9.08      Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART's request, Consultant shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted

for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

Please email all renewal certificates of insurance and corresponding policy documents to [InsuranceRenewals@sonomamarintrain.org](mailto:InsuranceRenewals@sonomamarintrain.org).

Section 9.09 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.10 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Consultant, SMART may deduct from sums due to Consultant any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Chief Financial Officer in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

## **ARTICLE 12. REPRESENTATIONS OF CONSULTANT.**

Section 12.01 Standard of Care. SMART has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in



accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SMART shall not operate as a waiver or release.

Section 12.02     Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent Consultant and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03     Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Consultant agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04     Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05     Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.06     Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or

regulations required by law to be included in this Agreement are incorporated herein by this reference

Section 12.07 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

## **ARTICLE 13. DEMAND FOR ASSURANCE.**

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

## **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under

this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

#### **ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.**

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

If to SMART Manager:	Sonoma-Marín Area Rail Transit District Attn: Heather McKillop 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 <a href="mailto:hmckillop@sonomamarintrain.org">hmckillop@sonomamarintrain.org</a> 707-794-3320
----------------------	--

If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 <a href="mailto:billing@sonomamarintrain.org">billing@sonomamarintrain.org</a> 707-794-3330
----------------------	--

If to Consultant:	PFM Financial Advisors, LLC Attn: Sarah Hollenbeck 44 Montgomery Street 3 <sup>rd</sup> Floor San Francisco, CA 94104 <a href="mailto:hollenbecks@pfm.com">hollenbecks@pfm.com</a> (415) 393-7260
-------------------	---

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

#### **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

Section 16.01      No Waiver of Breach. The waiver by SMART of any breach of

any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02     Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03     Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04     No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05     Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. 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 16.06     Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07     Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.08     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 16.09 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

*[SIGNATURE PAGE TO FOLLOW]*

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

**CONSULTANT: PFM FINANCIAL ADVISORS, LLC**

By: \_\_\_\_\_  
Sarah Hollenbeck, Managing Director

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK & TIMELINE**

#### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with PFM Financial Advisors, LLC (hereinafter “Consultant”) to provide as-needed financial advisory consultation and support services. The Consultant is required to sign SMART’s Confidentiality and Nondisclosure Agreement prior to the start of any work being performed.

Consultant shall act as an independent Municipal Advisor with a fiduciary duty to SMART when performing all work under this Agreement. Consultant is also required to maintain active registration with good standing with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”) and shall not engage in the underwriting or trading of financial products or securities while under contract.

#### **II. Project Management**

All work shall be initiated and coordinated by SMART’s Chief Financial Officer in writing or by teleconference.

#### **III. Scope of Work**

SMART has identified the following four tasks and related subtasks that the Consultant may be requested to provide as-needed support and advisory services on.

##### **A. Task # 1: Ongoing Items**

- a. Work with CFO to develop options, plans, and strategies for future financing needs.
- b. Recommend options for new debt utilizing model assumptions.
- c. Attend meetings (in-person or remote) as requested by SMART.
- d. Prepare and make presentations as requested by SMART staff.
- e. Provide other services relevant to financial modeling and financial management of the District as requested by SMART.

##### **B. Task # 2: Financial Model**

- a. Review existing SMART financial model and underlying assumptions.
- b. Update or modify SMART financial model and underlying assumptions as may be needed.
- c. Updated financial model on an ongoing basis to reflect changes to revenue and expenditure projections as needed.

C. Task # 3: Rating Agency Updates

- a. Assist SMART with ongoing rating agency reviews, including preparing materials.

D. Task #4: Municipal Securities Review and Advisory

- a. Provide advice regarding the structure, timing, and terms regarding municipal securities or products to include:
  - i. Assistance in determining the amount to be borrowed.
  - ii. Assistance in determining the debt structure.
  - iii. Preparation and/ or review of the Official Statement.
  - iv. Preparation and/ or review of other financing documents.
  - v. Assistance with obtaining the rating and rating presentations.
  - vi. Assistance in determining the timing of the sale and scheduling events related to the sale.
  - vii. Preparation and/ or review of request for proposals used to select underwriters.
  - viii. Negotiating rates and pricing with selected underwriter.

**IV. Timeline for Each Requirement / Task**

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

**V. Acceptance Criteria**

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



**EXHIBIT B**  
**SCHEDULE OF RATES**

**1. General Advisory and Financial Planning Services**

<b>Classification</b>	<b>Hourly Rate</b>
Managing Director	\$400.00
Director	\$375.00
Senior Managing Consultant	\$350.00
Senior Analyst	\$300.00
Analyst	\$250.00

These hourly rates are fully burdened and shall be fixed for the initial three-year term. Upon completion of the initial three-year term, and prior to the commencement of each optional year of this Agreement, Consultant may, upon 30 days written notice to SMART, request an increase in the hourly rates equal to the Consumer Price Index, San Francisco Area, as reported by the Bureau of Labor Statistics, U.S. Department of Labor, using the month of April for the most recent year. The maximum increase shall be 5%.

**2. Transaction Fees**

For services in connection with debt issuances, Consultant shall be compensated on a fixed transaction fee basis, payable from the proceeds of the financing and contingent upon closing. This type of fee would be based on the nature and complexity of the financing and would be mutually agreed upon by both parties at the time of inception of the transaction.

**3. Expenses**

The above fees are not inclusive of travel costs nor other expenses required during this contract. Costs and expenses will be subject to SMART's pre-approval and per the terms of SMART's Travel Guidelines.

**EXHIBIT C**  
**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.

**2. Fly America.**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the U.S. General Services Administration’s regulations at 41 CFR §§301-10.131 – 301-10.143, which provide that recipients and subrecipients of Federal funds and their Contractors 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. If a foreign air carrier is used, the Contractor shall submit 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.

**3. Energy Conservation.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §6321

et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, subpart C.

#### 4. **Clean Water.**

The Contractor agrees:

(a) to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1388, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### 5. **Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.**

Contractors that apply or bid for an award must 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 any 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 must 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 the recipient.

##### **Byrd Anti-Lobbying Certificate - Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

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

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date: \_\_\_\_\_

Company Name: PFM Financial Advisors, LLC

Print Name: Sarah Hollenbeck

Title: Managing Director

Signature: \_\_\_\_\_

## 6. Federal Changes.

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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.



## **7. Clean Air.**

The Contractor agrees to:

- (a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and
- (b) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **8. Recovered Materials and Solid Wastes.**

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). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Furthermore, Contractor will comply with Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **9. No Obligation by the Federal Government.**

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

## **10. Program Fraud and False or Fraudulent Statements or Related Acts.**

- (a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 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.

**11. Special Termination Provisions.** 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 the Government'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. 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 Agreement 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) 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) 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 or Default (Architect and Engineering Contracts). SMART may terminate this Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART 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 SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill Agreement 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 SMART.

## **12. Suspension and Debarment.**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or

proposer certifies as follows.

### **Suspension and Debarment Certificate**

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

Date: \_\_\_\_\_

Company Name: PFM Financial Advisors, LLC

Print Name: Sarah Hollenbeck

Title: Managing Director

Signature: \_\_\_\_\_

### **13. Civil Rights.**

The following requirements apply to the Agreement:

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

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

(1) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance

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

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

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

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

#### **14. 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.



## **15. Performance During Dispute.**

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

## **16. Claims for Damages.**

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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 of damage.

## **17. 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.

## **18. Rights and Remedies.**

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.

## **19. Disadvantaged Business Enterprises.**

In addition to the requirements set forth in the Notice to Proposers or Bidders regarding Disadvantaged Business Enterprise (DBE) Information the following requirements apply to this Agreement.

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%.

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

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

(d) 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.

(e) 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.

(f) 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.

## **20. Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractors shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

## **21. No Federal Government Obligations to Contractor and Third Parties.**

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## **22. Geographic Restrictions.**

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

## **23. Access To Records and Reports.**

Contractor shall comply with the following requirements:

- (a) **Record Retention.** Contractor shall, during the course of the Agreement and for three years after final payment, retain and maintain complete readily accessible records, documents, reports, contracts, and supporting materials relating to the Agreement as SMART may require.
- (b) **Access to Records.** Contractor shall 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.
- (c) **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.

#### **24. ADA Access.**

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49, U.S.C. § 5301(d); and the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations "Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;

- (d) U.S. DOT regulations, “Nondiscrimination on the basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (i) FTA regulations, ‘Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

## **25. Fair Labor Standards Requirements.**

Contractor shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

## **26. Contract Work Hours and Safety Standards Act.**

(40 U.S.C. §§ 3701 – 3708) Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Contractor shall comply with U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. Part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. Part 1910, and “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.



## **27. State Fair Employment Practices.**

In the performance of work under this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under this agreement.

Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SMART for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

## **28. Metric System.**

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement, as may be required by 49 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, Contractors shall accept products and services with dimensions expressed in the metric system of measurement.

## **29. Environmental Protection.**

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.

### **30. Privacy Act.**

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. 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.

### **31. Veterans Preference.**

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.

### **32. Safe Operation of Motor Vehicles.**

(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.

### **33. Alcohol Misuse and Prohibited Drug Use.**

Contractor and all Subcontractors shall comply with:

- a. Federal Transit Laws, specifically 49 U.S.C. §5331
- b. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655
- c. Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. Part 40

### **34. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

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.

### **35. Domestic Preferences for Procurements**

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.

### **36. Incorporation of Federal Transit Administration (FTA) Terms.**

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



December 1, 2021

**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

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

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

**SUBJECT:** Authorize the General Manager to Award Contract No. OP-SV-21-012 to W.J.C. Electric dba Hahn Automotive and Contract No. OP-SV-21-016 to Oil Stop, LLC to provide fleet vehicle maintenance services.

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to Award:

- 1) Contract No. OP-SV-21-012 to W.J.C. Electric dba Hahn Automotive with an amount not-to-exceed \$123,000; and
- 2) Contract No. OP-SV-21-016 to Oil Stop, LLC with an amount not to exceed \$27,000 to provide fleet vehicle maintenance services.

**SUMMARY:**

SMART has a current fleet of thirty-six (36) vehicles consisting of sedans, sport utility vehicles, and maintenance trucks that employees across all departments use to perform daily business. Regular preventative maintenance and repair services are required to ensure these vehicles are safe and operable for our staff.

SMART's existing contract for fleet vehicle maintenance is set to expire December 31, 2021. In anticipation of the contract's expiration, SMART issued a Request for Proposal to procure the next service providers. SMART received 4 responsive proposals from the following service providers:

1. Coogler's Auto Repair, LLC
2. Les Schwab Tire Centers of California, LLC
3. Oil Stop, LLC
4. W.J.C. Electric dba Hahn Automotive

SMART's evaluation committee reviewed the proposals using the evaluation criteria identified in the Request for Proposal. The criteria included: service capabilities, locations of service facilities, and cost. Following the review of all four proposals, the Selection Committee made the determination that it is in the best interest of the District to award two contracts to support the service needs of SMART's fleet vehicles.



SMART's evaluation committee reviewed the proposals using the evaluation criteria identified in the Request for Proposal. The criteria included: service capabilities, locations of service facilities, and cost. Following the review of all four proposals, the Selection Committee made the determination that it is in the best interest of the District to award two contracts to support the service needs of SMART's fleet vehicles. SMART has a large service area with fleet vehicles located at various facilities throughout Sonoma and Marin Counties. Contracting with two service providers who have locations throughout SMART's service area will help reduce staff travel and waiting time, as well as, allow for more flexibility in scheduling services. The two firms who submitted proposals providing the best value to the District are W.J.C. Electric dba Hahn Automotive and Oil Stop, LLC.

Staff recommends authorizing the General Manager to award Contract No. OP-SV-21-012 to W.J.C. Electric dba Hahn Automotive with an amount not-to-exceed \$123,000 and Contract No. OP-SV-21-016 to Oil Stop, LLC with an amount not to exceed \$27,000 to provide fleet vehicle maintenance services.

**FISCAL IMPACT:** Funding is included in the approved Fiscal Year 2021-22 operations budget and assumed in subsequent years.

**REVIEWED BY:** ☐ Finance     /s/          ☐ Counsel     /s/    

Very truly yours,

    /s/    

Ken Hendricks

Procurement Manager

Attachment(s):

- 1) W.J.C. Electric dba Hahn Automotive Agreement No. OP-SV-21-012
- 2) Oil Stop, LLC Agreement No. OP-SV-21-016

## SERVICE AGREEMENT

This agreement ("Agreement"), dated as of January 1, 2022 ("Effective Date") is by and between the Sonoma-Marín Area Rail Transit District (hereinafter "SMART"), and W.J.C. Electric, Inc. dba Hahn Automotive (hereinafter "Service Provider").

### RECITALS

WHEREAS, Service Provider represents that it is qualified and experienced in the areas of automotive repair and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Service Provider for automotive repair and services; and

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01 The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: List of Fleet Vehicles
- (d) Exhibit D: FTA and DOT Requirements

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01 Initiation Conference. SMART's Administrative Services Manager or designee (SMART Manager) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Service Provider will establish and agree on a specific task for the project. SMART vehicle drivers are not authorized to request additional work, only the SMART Manager or designee referenced above may do so.

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

Section 3.03      Nonexclusive Nature. This Agreement does not grant Service Provider an exclusive privilege or right to supply services to SMART.

#### **ARTICLE 4.    SCOPE OF SERVICES.**

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

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

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

Section 4.04      Assigned Personnel.

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

## ARTICLE 5. PAYMENT.

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

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

Section 5.02 Service Provider shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Service Provider shall not exceed ~~\$123,000~~. Service Provider shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed, and the vehicle serviced; (ii) the rates charged for the services performed; (iii) the hourly rate or rates of the persons performing the task(s) if the work is on a time and material basis; and (iv) copies of receipts for materials if the work is on a time and materials basis. SMART does not reimburse Service Provider for travel time.

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

## ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect for three years with two options to renew for one (1) additional year each at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

## ARTICLE 7. TERMINATION.

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

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

Section 7.03 Delivery of Work Product and Final Payment Upon Termination. In the event of termination by either party, Service Provider, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and

shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

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

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



Section 9.02      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03      Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Service Provider 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 Service Provider. Said policy shall protect Service Provider and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Service Provider hereby grants to SMART a waiver of any right to subrogation which any insurer of said Service Provider may acquire against SMART by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

Section 9.05      Deductibles and Retentions. Service Provider shall be responsible for payment of any deductible or retention on Service Provider's policies without right of

contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

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

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

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

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) Upon SMART’s written request, Service Provider shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART’s request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- (d) 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](mailto:InsuranceRenewals@sonomamarintrain.org).

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

Section 9.09      Material Breach. If Service Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Service Provider, SMART may deduct from sums due to Service Provider any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

## **ARTICLE 12. REPRESENTATIONS OF SERVICE PROVIDER.**

Section 12.01      Standard of Care. SMART has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by SMART shall not operate as a waiver or release.

Section 12.02      Status of Service Provider. The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and

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

Section 12.03     Taxes. Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Service Provider agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04     Records Maintenance. Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder. Service Provider and subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05     Conflict of Interest. Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Service Provider shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Service Provider's or such other person's financial interests.

Section 12.06     Nondiscrimination. Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section 12.07 Assignment Of Rights. Service Provider assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Service Provider and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Service Provider may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

### **ARTICLE 13. DEMAND FOR ASSURANCE.**

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

### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

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

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

#### **ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.**

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

If to SMART Manager:	Nina West, Administrative Services Manager Sonoma-Marín Area Rail Transit District 3748 Regional Parkway Santa Rosa, CA 95403 <a href="mailto:nwest@sonomamarintrain.org">nwest@sonomamarintrain.org</a> 707-794-3329
----------------------	---

If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 <a href="mailto:billing@sonomamarintrain.org">billing@sonomamarintrain.org</a> 707-794-3330
----------------------	--

If to Service Provider:	Jessica Ruddell, Manager Hahn Automotive 940 N. Dutton Avenue Santa Rosa, CA 95401 <a href="mailto:carcare@hahnautomotive.net">carcare@hahnautomotive.net</a> 707-544-5080
-------------------------	---

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

#### **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

Section 16.01     No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term



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

Section 16.02     Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03     Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04     No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05     Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. 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 16.06     Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07     Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.08     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 16.09 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.

**W.J.C. ELECTRIC, INC. DBA HAHN AUTOMOTIVE**

By: \_\_\_\_\_  
William Coughlan, Owner

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **I. Overview**

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with W.J.C. Electric, dba Hahn Automotive, to provide automotive repair and related services.

#### **II. Scope of Work**

##### **A. Services Provided**

Service Provider shall provide the following services as requested by SMART for the fleet vehicles listed in Exhibit C.

- Heating and air conditioning diagnosis and repair.
- Routine maintenance, including oil changes (conventional and synthetic), filters, tune up, wiper blades, fluid services, timing belts.
- Auto glass replacement, by arrangement.
- Brake repair.
- Lamp inspection and repair.
- Electrical diagnosis and repair.
- Smog test and certificate (non-STAR).
- Hybrid service diagnosis and repair.
- Diesel service diagnosis and repair.
- Trailer maintenance, including brakes, suspension and electrical.
- Vehicle and safety inspections.
- Towing, by arrangement.
- Mobile repair.
- Pick-up and delivery of SMART vehicles.
- Tire rotation and wheel alignment.
- Major service including steering, suspension, drivetrain, transmission and engine diagnosis and repair.
- Emergency repairs.
- Hand wash and interior vacuum.
- Additional services as mutually agreed upon by both parties.

##### **B. Service Requests**

When Services are needed, the SMART Manager will initiate a request for Service by email or by phone.

Service Provider shall provide a written service estimate. Written estimates shall include anticipated work to be performed, estimated completion time, and cost to

Page 14 of 36

complete the work. The SMART Manager must approve the written service estimate before any work is to proceed. Please note that the drivers of the SMART vehicles are not authorized to approve any services.

An oil service by appointment shall be completed within ½ hour (without courtesy inspection) or be completed within 1 hour (with courtesy inspection) of SMART arriving at Hahn's location.

If additional work is required, Service Provider shall obtain authorization from the SMART Manager. Service Provider shall email the approved service order to the SMART Manager.

#### C. Service Requirements.

At SMART's request, Service Provider shall pick up and return repaired vehicles to the following locations:

- SMART Rail Operations Center, 3748 Regional Parkway, Santa Rosa, CA,
- SMART Fulton Location, 1200 River Road, Fulton CA.

The Service Provider shall maintain all SMART vehicles in accordance with all manufacturers' operations and maintenance manuals and servicing recommendations.

Service Provider is responsible for all work performed under this agreement including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

If overnight storage is required, storage shall be at no charge to SMART. Service Provider shall be responsible for any loss or damage to the stored vehicle.

If parts are needed during a service, all parts shall be new and shall be Original Equipment Manufacturer parts, or national brand. If rebuilt or remanufactured parts are recommended by Service Provider, SMART Manager must provide prior approval to the use of such parts.

A 27-point courtesy inspection report shall be provided with each service at no charge.

A limited, 2-year warranty shall be provided on all work performed.

Service Provider must maintain an active and in good standing Bureau of Automotive Repair License at all times while under contract with SMART. In the event that the status of the license changes, the Service Provider must immediately notify the SMART Manager.

#### D. Invoice and Reporting Requirements

Service Provider shall provide a detailed invoice showing all work performed in accordance with the Exhibit B Rate Schedule.

### III. Acceptance Criteria

SMART shall inspect the vehicle for satisfactory work, workmanship, and servicing. Improperly serviced vehicles will be returned to the Service Provider for rework or servicing at no additional cost to SMART.



## EXHIBIT B SCHEDULE OF RATES

SERVICE	RATE
Shop labor rate for most diagnostics, services, and repairs	\$140.00 per hour
Smog fee for most vehicles, including certificate	\$75.00
Official brake and lamp inspection	\$200.00 or \$100.00 each
Regular brake inspection, waived when repair is completed in same visit	\$70.00
Air conditioning refrigerant	\$30.00 per pound
Alignment (2 wheel)	\$95.00
Alignment (4 wheel)	\$125.00
Conventional Oil Service including 5 quarts of oil	\$55.95
Synthetic Oil Service including 5 quarts of oil	\$75.95
Wash and interior vacuum.	\$20.00*

\*No charge with a service or repair over \$500.00

Most diagnostics start at one hour. Drivability diagnostics start at 1.5 hours. Electrical diagnostics start at 2 hours. Air conditioning diagnostics start at 1 hour.

Pick-up and Drop-Off Service to the SMART Rail Operations Center and SMART Fulton Location is provided by Service Provider free-of-charge to SMART. This complimentary service does not apply to stand-alone wash and interior vacuum service not tied to any other services being performed.

**EXHIBIT C**  
**LIST OF FLEET VEHICLES**

<b>SMART Unit #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
UNIT 0701	2007	CHEVROLET	Silverado Classic 3500
UNIT 1101	2012	FORD	F-350 SD XLT Crew Cab
UNIT 1201	2012	FORD	Escape Hybrid 4WD
UNIT 1202	2012	FORD	Escape Hybrid 4WD
UNIT 1501	2015	DODGE	1500 Tradesman Crew Cab
UNIT 1502	2015	DODGE	1500 Tradesman Crew Cab
UNIT 1503	2015	CHEVROLET	Tahoe LS 4WD
UNIT 1504	2015	CHEVROLET	Tahoe LS 4WD
UNIT 1601	2016	FORD	Interceptor
UNIT 1602	2016	FORD	Interceptor
UNIT 1603	2016	FORD	Interceptor
UNIT 1604	2016	FORD	Transit Connect
UNIT 1605	2016	FORD	F-250 SD King Ranch Crew
UNIT 1607	2016	FORD	F-150 XL SuperCrew
UNIT 1608	2016	FORD	F-150 XL SuperCrew
UNIT 1609	2016	FORD	F-150 XL SuperCrew
UNIT 1610	2016	FORD	F-250 SD King Ranch Crew
UNIT 1611	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1612	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1613	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1614	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1615	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1616	2016	FORD	Escape SE 4WD
UNIT 1617	2016	FORD	F-450 SD Crew Cab DRW 4WD
UNIT 1622	2016	FREIGHTLINER	108SD
UNIT 1701	2017	FORD	Interceptor
UNIT 1702	2017	FORD	Interceptor
UNIT 1703	2017	FORD	F-150 Platinum SuperCrew
UNIT 1801	2018	FORD	Interceptor
UNIT 1901	2019	FORD	F-250 SD XLT Crew Cab
UNIT 1902	2019	FORD	F-350 SD XLT Crew Cab
UNIT 1903	2019	FORD	F-250 SD XLT Crew Cab
UNIT 1904	2019	FORD	Fusion Energi
UNIT 1905	2019	FORD	F-350 SD XLT Crew Cab
UNIT 2001	2020	FORD	F-150 XLT SuperCrew
UNIT 2002	2020	CHEVROLET	Silverado 3500HD

The list of vehicles may change without prior notice.

**EXHIBIT D**  
**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.

**2. Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with the requirements of 46 U.S.C. §55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R Part 381.

(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 leading 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 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.

### **3. Seismic Safety.**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor further agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §7701 et seq. The Contractor also agrees to ensure that all work performed under this Agreement 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.

### **4. Energy Conservation.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, subpart C.

### **5. Clean Water.**

The Contractor agrees:

(a) to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1388, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **6. Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.**

Contractors that apply or bid for an award must 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 any 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 must 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 the recipient.

**Byrd Anti-Lobbying Certificate - Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

certification and disclosure.

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **7. Federal Changes.**

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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

## **8. Clean Air.**

The Contractor agrees to:

(a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **9. Recovered Materials and Solid Wastes**

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). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Furthermore, Contractor will comply with Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.



## 10. No Obligation by the Federal Government.

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

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

## 11. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 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.

## 12. Special Termination Provisions. 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 the Government'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. 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 Agreement 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) 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) 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 or Default (Architect and Engineering Contracts). SMART may terminate this Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART 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 SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill Agreement 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 SMART.

### **13. Suspension and Debarment.**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

#### **Suspension and Debarment Certificate**

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### 14. Civil Rights.

The following requirements apply to the Agreement:

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

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

(1) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it

will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

#### **15. 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.

#### **16. Performance During Dispute.**

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

#### **17. Claims for Damages.**

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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.

#### **18. 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.

#### **19. Rights and Remedies.**

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.

## 20. Disadvantaged Business Enterprises.

In addition to the requirements set forth in the Notice to Proposers or Bidders regarding Disadvantaged Business Enterprise (DBE) Information the following requirements apply to this Agreement.

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%.

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

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

(d) 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.

(e) 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.

(f) 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.

## **21. Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractors shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

## **22. No Federal Government Obligations to Contractor and Third Parties.**

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## **23. Geographic Restrictions.**

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

## **24. Access To Records and Reports.**

Contractor shall comply with the following requirements:

(a) **Record Retention.** Contractor shall, during the course of the Agreement and for three years after final payment, retain and maintain complete readily accessible records, documents, reports, contracts, and supporting materials relating to the Agreement as SMART may require.

(b) **Access to Records.** Contractor shall 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.

(c) 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.

## **25. ADA Access.**

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49, U.S.C. § 5301(d); and the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
- (c) U.S. DOT regulations “Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles,” 49 C.F.R. Part 38;
- (d) U.S. DOT regulations, “Nondiscrimination on the basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (i) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

## **26. Fair Labor Standards Requirements.**

Contractor shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

## **27. Contract Work Hours and Safety Standards Act.**

(40 U.S.C. §§ 3701 – 3708) Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a

rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

Contractor shall comply with U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. Part 1904; "Occupational Safety and Health Standards," 29 C.F.R. Part 1910, and "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

## **28. Copeland "Anti-Kickback" Act.**

Contractor agrees to comply with Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. §874, Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. §3145, and U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. Part 3.

## **29. Davis-Bacon Act.**

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act. 40 U.S.C. Sections 3141 et seq., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" 29CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The Davis-Bacon Act requirements are applicable for all construction, alteration, or repair contracts that exceed \$2,000 and are FTA assisted.

## **30. State Fair Employment Practices.**

In the performance of work under this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under this agreement.

Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SMART for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

### **31. Metric System.**

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement, as may be required by 49 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, Contractors shall accept products and services with dimensions expressed in the metric system of measurement.

### **32. Environmental Protection.**

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.

### **33. Privacy Act.**

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. 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.

#### **34. Veterans Preference.**

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. Safe Operation of Motor Vehicles.**

- (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.

### **36. Alcohol Misuse and Prohibited Drug Use.**

Contractor and all Subcontractors shall comply with:

- a. Federal Transit Laws, specifically 49 U.S.C. §5331
- b. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655
- c. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40

### **37. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

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.

### **38. Domestic Preferences for Procurements**

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.

### **39. Conformance with ITS National Architecture**

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy

on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

#### **40. Incorporation of Federal Transit Administration (FTA) Terms.**

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

## SERVICE AGREEMENT

This agreement (“Agreement”), dated as of January 1, 2022 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Oil Stop, LLC (hereinafter “Service Provider”).

### RECITALS

WHEREAS, Service Provider represents that it is qualified and experienced in the areas of automotive repair and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Service Provider for automotive repair and services.

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

### AGREEMENT

#### **ARTICLE 1. RECITALS.**

Section 1.01 The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: List of Fleet Vehicles
- (d) Exhibit D: Oil Stop Locations
- (e) Exhibit E: FTA and DOT Requirements

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01 Initiation Conference. SMART’s Administrative Services Manager or designee (SMART Manager) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Service Provider will establish and agree on a specific task for the project. SMART vehicle drivers are not authorized to request additional work, only the SMART Manager or designee referenced above may do so.

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

Section 3.03 Nonexclusive Nature. This Agreement does not grant Service Provider an exclusive privilege or right to supply services to SMART.

#### **ARTICLE 4. SCOPE OF SERVICES.**

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

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

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

Section 4.04 Assigned Personnel.

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

## **ARTICLE 5. PAYMENT.**

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

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

Section 5.02 Service Provider shall be paid in accordance with the rates established in **Exhibit B**; provided, however, that total payments to Service Provider shall not exceed \$27,000.00, without the prior written approval of SMART. Service Provider shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed, and the vehicle and unit number serviced; (ii) the rates charged for the services performed; (iii) the hourly rate or rates of the persons performing the task(s) if the work is on a time and material basis; and (iv) copies of receipts for materials if the work is on a time and materials basis. SMART does not reimburse Service Provider for travel time.

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect for three years with two options to renew for one (1) additional year each at SMART's sole discretion unless terminated earlier in accordance with the provisions of **Article 7** below.

## **ARTICLE 7. TERMINATION.**

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

Section 7.02 Termination for Cause. Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this

Agreement, SMART may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.

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

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

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

## **ARTICLE 8. INDEMNIFICATION**

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

## **ARTICLE 9. INSURANCE.**

With respect to performance of work under this Agreement, Service Provider shall



maintain and shall require all of its Subcontractors, Service Providers, and other agents to maintain, insurance as described below.

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

Section 9.02      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.

Section 9.03      Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

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

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Service Provider 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 Service Provider. Said policy shall protect Service Provider and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Service Provider hereby grants to SMART a waiver of any right to subrogation which any insurer of said Service Provider may acquire against SMART by virtue of the payment of any loss under such insurance. Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business

in the state of California.

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

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

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

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

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

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) Upon SMART's written request, Service Provider shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART's request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- (d) 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](mailto:InsuranceRenewals@sonomamarintrain.org).

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

Section 9.09 Material Breach. If Service Provider, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Service Provider, SMART may deduct from sums due to Service Provider any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

## **ARTICLE 10. PROSECUTION OF WORK.**

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

## **ARTICLE 11. EXTRA OR CHANGED WORK.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

## ARTICLE 12. REPRESENTATIONS OF SERVICE PROVIDER.

Section 12.01     Standard of Care. SMART has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by SMART shall not operate as a waiver or release.

Section 12.02     Status of Service Provider. The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03     Taxes. Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Service Provider agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04     Records Maintenance. Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder. Service Provider and subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05     Conflict of Interest. Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Service Provider shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of

Economic Interest” with SMART disclosing Service Provider’s or such other person’s financial interests.

Section 12.06     Nondiscrimination. Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference

Section 12.07     Assignment Of Rights. Service Provider assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider’s responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08     Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Service Provider and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Service Provider may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

## **ARTICLE 13. DEMAND FOR ASSURANCE.**

Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this

Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this **Article 13** limits SMART's right to terminate this Agreement pursuant to **Article 7**.

#### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

#### **ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.**

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

If to SMART Manager:	Nina West, Administrative Services Manager Sonoma-Marín Area Rail Transit District 3748 Regional Parkway Santa Rosa, CA 95403 <a href="mailto:nwest@sonomamarintrain.org">nwest@sonomamarintrain.org</a> 707-794-3329
----------------------	---

If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 <a href="mailto:billing@sonomamarintrain.org">billing@sonomamarintrain.org</a> 707-794-3330
----------------------	--

If to Service Provider:	Josh Hansen, VP Operations Oil Stop, LLC 5330 Old Redwood Hwy, Ste. C Petaluma, CA 94954 <a href="mailto:josh@oilstopinc.com">josh@oilstopinc.com</a> 408-963-1746
-------------------------	---

When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed received upon transmission as long as (1) the original copy of the

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

Section 16.01     No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02     Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03     Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.04     No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

Section 16.05     Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. 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 16.06     Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.07     Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section



1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.08      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 16.09      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.

**OIL STOP, LLC**

By: \_\_\_\_\_  
Josh Hansen, VP Operations

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Heather McKillop, Chief Financial Officer

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **I. Overview**

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with Oil Stop, LLC to provide automotive repair and related services.

#### **II. Scope of Work**

##### **A. Services Provided**

Service Provider shall provide the following services as requested by SMART for the fleet vehicles listed in Exhibit C:

##### **1. Oil Change Comprehensive Service w/ 33 Point Service**

This service includes:

- Change oil – up to 5 quarts of Chevron oil, replace oil filter
- Check and top off:
  - Brake fluid
  - Transmission fluid
  - Differential fluid
  - Power steering fluid
  - Coolant reservoir
  - Battery fluid
  - Windshield washing solvent
  - Clutch fluid
- Inspect/Lubricate/Clean:
  - Lubricate chassis fittings
  - Inspect PCV smog valve
  - Inspect breather filter
  - Check and adjust tire pressure
  - Inspect oil drain pan plug and seal
  - Check cooling system pressure
  - Inspect radiator cap, hoses, coolant protection level
  - Inspect drive belts and CV boots,
  - Clean and neutralize battery terminals and apply battery terminal protectant
  - Check wiper blades
  - Inspect Brake adjustment plugs
  - Inspect for power steering seepage

- Lubricate rubber grommets CV boots
  - Lubricate door locks, latches and hinges
  - Inspect oil seals
  - Wash front & rear window
  - Wash vehicle exterior (no additional charge)
  - Inspect drive belts and CV boots,
  - Clean and neutralize battery terminals and apply battery terminal protectant
  - Check wiper blades
  - Inspect Brake adjustment plugs
  - Inspect for power steering seepage
  - Lubricate rubber grommets CV boots
  - Lubricate door locks, latches and hinges
  - Inspect oil seals
  - Perform Excellence check and provide service reminder sticker
2. Please note that the drivers of the SMART vehicles are not authorized to approve any services other than the Oil Change Comprehensive Service with 33 Point Service.

The following additional services may only be requested by the SMART Manager.

- Automatic Transmission Fluid Service
- Power Steering Fluid Service
- Coolant Exchange
- Front Differential Fluid Service
- Manual Transmission Fluid Service
- Transfer Case Fluid Service
- Rear Differential Fluid Service
- Windshield Wiper Blade Replacement
- Air Filter Replacement
- PCV Valve Replacement
- Breather Filter Replacement
- External Transmission Filter Replacement
- Serpentine Belt Replacement
- Diesel Fuel Filter Replacement
- Radiator Cap Replacement
- Various Performance Supplements
- Additional services as mutually agreed upon by both parties

## B. Service Requests

When Services are needed, the SMART Manager will initiate a request for Service by email or by phone to Service Provider's representative, Josh Hansen. This process may be revised at the mutual agreement of both SMART and Service Provider.

Exhibit D includes all participating Oil Stop locations for which SMART may request services.

Service Provider shall provide a written service estimate. Written estimates shall include anticipated work to be performed, estimated completion time, and cost to complete the work. The SMART Manager must approve the written service estimate before any work is to proceed.

If additional work is required, Service Provider shall obtain authorization from the SMART Manager. Service Provider shall email the approved service order to the SMART Manager. Please note that the drivers of the SMART vehicles are not authorized to approve any services.

## C. Service Requirements.

The Service Provider shall maintain all SMART vehicles in accordance with all manufacturers' operations and maintenance manuals and servicing recommendations.

Service Provider is responsible for all work performed under this agreement including but not limited to, billing, reporting, scheduling, delivery, work quality, and warranty.

If overnight storage is required, storage shall be at no charge to SMART. Service Provider shall be responsible for any loss or damage to the stored vehicle.

If parts are needed during a service, all parts shall be new and shall be Original Equipment Manufacturer parts, or national brand. If rebuilt or remanufactured parts are recommended by Service Provider, SMART Manager must provide prior approval to the use of such parts.

Service Provider must maintain an active and in good standing Bureau of Automotive Repair License at all times while under contract with SMART. In the event that the status of the license changes, the Service Provider must immediately notify the SMART Manager.

## D. Invoice and Reporting Requirements

Service Provider shall provide a detailed invoice to [billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org) with the SMART Manager on copy showing all work performed by vehicle unit number in accordance with the Exhibit B Rate Schedule.

### **III. Acceptance Criteria**

SMART shall inspect the vehicle for satisfactory work, workmanship, and servicing. Improperly serviced vehicles will be returned to the Service Provider for rework or servicing at no additional cost to SMART.

**EXHIBIT B**  
**SCHEDULE OF RATES**

<b>Oil Package</b>	<b>Price</b>	<b>Per quart Charge</b>
Synthetic	\$ 89.99	\$10.00
SynBlend	\$ 69.99	\$8.00
High Mileage	\$ 69.99	\$7.00
Conventional	\$ 54.99	\$7.00
Mobil 1	\$109.99	\$16.00
Redline	\$ 154.99	\$21.00

<b>Additional Services</b>	<b>Price Range</b>
Automatic Transmission Fluid Service	\$119.99-\$149.99
Power Steering Fluid Service	\$109.99
Coolant Exchange	\$99.99
Front Differential Fluid Service	\$89.99-109.99
Manual Transmission Fluid Service	\$89.99-109.99
Transfer Case Fluid Service	\$79.99-109.99
Rear Differential Fluid Service	\$89.99-109.99
Windshield Wiper Blade Replacement	\$18.99-\$24.99
Air Filter Replacement	\$19.99-\$39.99
PCV Valve Replacement	\$21.99-\$41.99
Breather Filter Replacement	\$7.99-\$19.99
External Transmission Filter Replacement	\$19.99
Serpentine Belt Replacement	\$79.99-\$129.99
Diesel Fuel Filter Replacement	\$89.99-119.99
Radiator Cap Replacement	\$9.99
Various Performance Supplements	\$14.99-\$35.98

A 20% discount off of the total invoice price of every service will apply. This discount would be applied at the time of service.



**EXHIBIT C**  
**LIST OF FLEET VEHICLES**

<b>SMART Unit #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>
UNIT 0701	2007	CHEVROLET	Silverado Classic 3500
UNIT 1101	2012	FORD	F-350 SD XLT Crew Cab
UNIT 1201	2012	FORD	Escape Hybrid 4WD
UNIT 1202	2012	FORD	Escape Hybrid 4WD
UNIT 1501	2015	DODGE	1500 Tradesman Crew Cab
UNIT 1502	2015	DODGE	1500 Tradesman Crew Cab
UNIT 1503	2015	CHEVROLET	Tahoe LS 4WD
UNIT 1504	2015	CHEVROLET	Tahoe LS 4WD
UNIT 1601	2016	FORD	Interceptor
UNIT 1602	2016	FORD	Interceptor
UNIT 1603	2016	FORD	Interceptor
UNIT 1604	2016	FORD	Transit Connect
UNIT 1605	2016	FORD	F-250 SD King Ranch Crew
UNIT 1607	2016	FORD	F-150 XL SuperCrew
UNIT 1608	2016	FORD	F-150 XL SuperCrew
UNIT 1609	2016	FORD	F-150 XL SuperCrew
UNIT 1610	2016	FORD	F-250 SD King Ranch Crew
UNIT 1611	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1612	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1613	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1614	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1615	2016	FORD	F-350 SD Lariat SuperCab
UNIT 1616	2016	FORD	Escape SE 4WD
UNIT 1617	2016	FORD	F-450 SD Crew Cab DRW 4WD
UNIT 1622	2016	FREIGHTLINER	108SD
UNIT 1701	2017	FORD	Interceptor
UNIT 1702	2017	FORD	Interceptor
UNIT 1703	2017	FORD	F-150 Platinum SuperCrew
UNIT 1801	2018	FORD	Interceptor
UNIT 1901	2019	FORD	F-250 SD XLT Crew Cab
UNIT 1902	2019	FORD	F-350 SD XLT Crew Cab
UNIT 1903	2019	FORD	F-250 SD XLT Crew Cab
UNIT 1904	2019	FORD	Fusion Energi
UNIT 1905	2019	FORD	F-350 SD XLT Crew Cab
UNIT 2001	2020	FORD	F-150 XLT SuperCrew
UNIT 2002	2020	CHEVROLET	Silverado 3500HD

The list of vehicles may change without prior notice.

## **EXHIBIT D**

### **OIL STOP LOCATIONS**

#### **Oil Stop #1**

601 E Washington St.  
Petaluma , CA 94952  
(707) 765-9675

#### **Oil Stop #2**

6111 Redwood Drive  
Rohnert Park, CA 94928  
(707) 586-4150

#### **Oil Stop #3**

2190 Cleveland Avenue  
Santa Rosa, CA 95401  
(707) 579-4479

#### **Oil Stop #4**

1375 Santa Rosa Avenue  
Santa Rosa, CA 95404  
(707) 528-1000

#### **Oil Stop #8**

5070 Redwood Drive  
Rohnert Park, CA 94928  
(707) 588-8008

#### **Oil Stop #14**

1004 Lakeville St.  
Petaluma, CA 94952  
(707) 766-0272

**EXHIBIT E**  
**FTA & DOT REQUIREMENTS**

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

**1. General.**

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

**2. Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with the requirements of 46 U.S.C. §55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R. Part 381.

(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 leading 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 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.

### 3. **Seismic Safety.**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor further agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §7701 et seq. The Contractor also agrees to ensure that all work performed under this Agreement 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.

### 4. **Energy Conservation.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, subpart C.

### 5. **Clean Water.**

The Contractor agrees:

(a) to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1388, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### 6. **Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.**

Contractors that apply or bid for an award must 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 any 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 must 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 the recipient.

**Byrd Anti-Lobbying Certificate - Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **7. Federal Changes.**

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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

## **8. Clean Air.**

The Contractor agrees to:

(a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## **9. Recovered Materials and Solid Wastes**

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). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Furthermore, Contractor will comply with Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **10. No Obligation by the Federal Government.**

(a) SMART and Contractor acknowledge and agree that, notwithstanding any

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

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

#### **11. Program Fraud and False or Fraudulent Statements or Related Acts.**

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 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.

#### **12. Special Termination Provisions.** 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 the Government’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. 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 Agreement 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) 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) 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 or Default (Architect and Engineering Contracts). SMART may terminate this Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART 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 SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill Agreement 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 SMART.

### **13. Suspension and Debarment.**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

#### **Suspension and Debarment Certificate**

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer 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 bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **14. Civil Rights.**

The following requirements apply to the Agreement:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §

12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(1) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60, *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

## **15. 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.

## **16. Performance During Dispute.**

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

## **17. Claims for Damages.**

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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.

## **18. 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.

## **19. Rights and Remedies.**

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.

## **20. Disadvantaged Business Enterprises.**

In addition to the requirements set forth in the Notice to Proposers or Bidders regarding Disadvantaged Business Enterprise (DBE) Information the following requirements apply to this Agreement.

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%.

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

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

(d) The contractor 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.

(e) 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.

(f) 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.

## **21. Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations,

Contractors shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

## **22. No Federal Government Obligations to Contractor and Third Parties.**

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## **23. Geographic Restrictions.**

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

## **24. Access To Records and Reports.**

Contractor shall comply with the following requirements:

(a) **Record Retention.** Contractor shall, during the course of the Agreement and for three years after final payment, retain and maintain complete readily accessible records, documents, reports, contracts, and supporting materials relating to the Agreement as SMART may require.

(b) **Access to Records.** Contractor shall 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.

(c) **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.

## **25. ADA Access.**

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d); and the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations "Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;



- (d) U.S. DOT regulations, “Nondiscrimination on the basis of Disability in State and Local Government Services,” 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, “Accommodations for the Physically Handicapped,” 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (i) FTA regulations, ‘Transportation for Elderly and Handicapped Persons,’ 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

## **26. Fair Labor Standards Requirements.**

Contractor shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

## **27. Contract Work Hours and Safety Standards Act.**

(40 U.S.C. §§ 3701 – 3708) Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Contractor shall comply with U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. Part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. Part 1910, and “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

## **28. Copeland “Anti-Kickback” Act.**

Contractor agrees to comply with Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. §874, Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. §3145, and U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. Part 3.

## **29. Davis-Bacon Act.**

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act. 40 U.S.C. Sections 3141 et seq., and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The Davis-Bacon Act requirements are applicable for all construction, alteration, or repair contracts that exceed \$2,000 and are FTA assisted.

## **30. State Fair Employment Practices.**

In the performance of work under this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under this agreement.

Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SMART for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

### **31. Metric System.**

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement, as may be required by 49 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, Contractors shall accept products and services with dimensions expressed in the metric system of measurement.

### **32. Environmental Protection.**

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.

### **33. Privacy Act.**

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. 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.

### **34. Veterans Preference.**

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. Safe Operation of Motor Vehicles.**

- (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.

### **36. Alcohol Misuse and Prohibited Drug Use.**

Contractor and all Subcontractors shall comply with:

- a. Federal Transit Laws, specifically 49 U.S.C. §5331
- b. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 C.F.R. Part 655
- c. Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 C.F.R. Part 40

### **37. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

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.

### **38. Domestic Preferences for Procurements**

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.

### **39. Conformance with ITS National Architecture**

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### **40. Incorporation of Federal Transit Administration (FTA) Terms.**

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



December 1, 2021

**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

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

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

**SUBJECT:** Authorize the General Manager to Award Contract No. OP-SV-21-014 to RailWorks Track Services, Inc. in the amount of \$141,251.80

Dear Board Members:

**RECOMMENDATION:**

Authorize the General Manager to Award Contract No. OP-SV-21-014 to RailWorks Track Services, Inc. in the amount of \$141,251.80 to perform surfacing, alignment, and ballast restoration services.

**SUMMARY:**

Each year, SMART contracts with a third-party consultant to perform track geometry measurement services to identify how the track is wearing over time. The Federal Railroad Administration ("FRA") regulates the acceptable tolerance levels for track geometry for railroads. This year's track geometry test revealed the need for SMART to perform surfacing, alignment, and ballast restoration services at various locations along the mainline in order to maintain ride quality and compliance with the FRA track geometry tolerances. This type of maintenance work requires the use of specialized railroad equipment and specially trained operators.

SMART issued an Invitation for Bid on October 8, 2021. SMART received 3 responsive bids from the following contractors:

1. All American Track, Inc.
2. RailWorks Track Services, Inc.
3. Stacy and Witbeck, Inc.

Following the review of all three bids, SMART determined that RailWorks Track Services, Inc. submitted the lowest responsive and responsible bid for this work.

Staff recommends authorizing the General Manager to Award Contract No. OP-SV-21-014 to RailWorks Track Services, Inc. in the amount of \$141,251.80 to perform the required surfacing, alignment, and ballast restoration services.

**FISCAL IMPACT:** Funding is included in the approved Fiscal Year 2021-22 operations budget.

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

Very truly yours,

/s/

Ken Hendricks

Procurement Manager

Attachment(s): RailWorks Track Services Contract Agreement No. OP-SV-21-014



## **AGREEMENT FOR CONTRACTOR SERVICES**

This agreement (“Agreement”), dated as of December 1, 2021 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and RailWorks Track Services, Inc. (hereinafter “Contractor”).

### **RECITALS**

WHEREAS, Contractor represents that it is licensed, qualified, and experienced in the areas of track maintenance, surfacing, alignment, ballast restoration, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Contractor to perform surfacing, alignment, and ballast restoration work along SMART’s right-of-way.

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

### **AGREEMENT**

#### **ARTICLE 1. RECITALS.**

Section 1.01        The above Recitals are true and correct.

#### **ARTICLE 2. LIST OF EXHIBITS.**

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

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

#### **ARTICLE 3. REQUEST FOR SERVICES.**

Section 3.01        Initiation Conference. SMART’s Superintendent of Maintenance of Way or designee (hereinafter “SMART Manager”) will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the SMART Manager and Contractor will establish and agree on a specific task for the project.

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

## ARTICLE 4. SCOPE OF SERVICES.

Section 4.01 Scope of Work. Contractor shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the “Scope of Work”).

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

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

### Section 4.04 Assigned Personnel.

- (a) Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Contractor are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.
- (c) In the event that any of Contractor’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor’s control, Contractor shall be responsible for timely provision of adequately qualified replacements.
- (d) Contractor shall assign the following key personnel for the term of this Agreement:

Charles Chapman, Senior Project Manager  
Aaron Russell, Project Manager & Superintendent

## ARTICLE 5. PAYMENT.

For all services required hereunder, Contractor shall be paid in accordance with the

following terms:

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

Section 5.02 Contractor shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work (Exhibit A) in accordance with the rates established in Exhibit B "Schedule of Rates", for the negotiated amount of \$141,251.80, regardless of whether it takes Contractor more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount of \$141,251.80 for this Agreement includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Contractor be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. Contractor must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. Contractor shall include certified payroll reports with the invoice submission.

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

## **ARTICLE 6. TERM OF AGREEMENT.**

Section 6.01 The term of this Agreement shall remain in effect until March 31, 2022, unless terminated earlier in accordance with the provisions of **Article 7** below.

## **ARTICLE 7. TERMINATION.**

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

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

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

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

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

## **ARTICLE 8.    INDEMNIFICATION**

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

## **ARTICLE 9.    INSURANCE.**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its Subcontractors, Contractors, and other agents to maintain, insurance as described below. If the Contractor maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART"

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

Section 9.02      General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$5,000,000 per occurrence, and \$10,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

Section 9.03      Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$2,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

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

Section 9.05      Pollution Liability Insurance. Pollution Liability Insurance in an amount no less than \$2,000,000 per incident. The 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 exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

Section 9.06      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 District, and shall cover all other railroads operating on the right-of-way.

Section 9.07      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 and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which 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. Such insurance company shall be authorized to transact business in the state of California.

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

Section 9.08 Deductibles and Retentions. Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

Section 9.09 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 9.10      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](mailto:InsuranceRenewals@sonomamarintrain.org).

Section 9.11      Policy Obligations. Contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 9.12      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 10. PROSECUTION OF WORK.**

When work is requested of Contractor by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, or wildfire, the time for Contractor’s performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.



## **ARTICLE 11. EXTRA OR CHANGED WORK.**

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the SMART Manager in a form approved by SMART Counsel. The Board of Directors or General Manager must authorize all other extra or changed work. The parties expressly recognize that SMART personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

## **ARTICLE 12. REPRESENTATIONS OF CONTRACTOR.**

Section 12.01     Standard of Care. SMART has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by SMART shall not operate as a waiver or release.

Section 12.02     Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 7**, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

Section 12.03     Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA taxes. Contractor agrees to indemnify and hold SMART harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case SMART is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish SMART with proof of payment of taxes on these earnings.

Section 12.04     Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Contractor shall maintain such records for a

period of four (4) years following completion of work hereunder. Contractor and SubContractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Contractor's or such other person's financial interests.

Section 12.06 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

Section 12.07 Assignment Of Rights. Contractor assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.08 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor and other agents in connection with this Agreement shall be

the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

#### **ARTICLE 13. DEMAND FOR ASSURANCE.**

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

#### **ARTICLE 14. ASSIGNMENT AND DELEGATION.**

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

#### **ARTICLE 15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS.**

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

If to SMART Manager:

Sonoma-Marín Area Rail Transit District  
Attn: Marc Bader, Operations Manager  
3478 Regional Parkway  
Santa Rosa, CA 95403  
[mbader@sonomamarintrain.org](mailto:mbader@sonomamarintrain.org)  
707-890-8613

If to SMART Billing:

Sonoma-Marín Area Rail Transit District

Attn: Accounts Payable  
5401 Old Redwood Highway, Suite 200  
Petaluma, CA 94954  
[billing@sonomamarintrain.org](mailto:billing@sonomamarintrain.org)  
707-794-3330

If to Contractor's:

RailWorks Track Services, Inc.  
Attn: James S. Austin III  
12740-B Lakeland Rd  
Santa Fe Springs, CA 90670  
[jaustin@railworks.com](mailto:jaustin@railworks.com)  
(562) 356-3377

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

## **ARTICLE 16. MISCELLANEOUS PROVISIONS.**

Section 16.01     No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.02     Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.03     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.

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 16.04 Licensing Laws. The Contractor 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 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 the District.

Section 16.05 Payment Bond. Contractor shall be required to furnish a Payment Bond (Labor and Materials Bond) in an amount not less than 100 percent of the Contract Price, excluding allowances. Payment bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An “admitted surety insurer” shall be defined as follows: A corporate insurer or reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Section 16.06 Performance Bond. Contractor shall be required to furnish a Performance Bond in an amount not less than 100 percent of the Contract Price, excluding allowances. Payment bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An “admitted surety insurer” shall be defined as follows: A corporate insurer or reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Section 16.07 Subcontractor Listing. 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.
NO SUBCONTRACTORS	N/A	N/A

Section 16.08     Claims Made Against Contractor. Contractor shall provide SMART with copies of all correspondence and records relating to any claims made against the Contractor while working on SMART's property by SMART employees or third parties monthly basis.

Section 16.09     Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.10     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 16.11     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 16.12     Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.13     Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.14     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 16.15     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: RAILWORKS TRACK SERVICES, INC.**

By: \_\_\_\_\_  
James S. Austin III, Vice President & General Manager

Date: \_\_\_\_\_

**SONOMA-MARIN AREA RAIL TRANSIT (SMART)**

By: \_\_\_\_\_  
Eddy Cumins, General Manager

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Ken Hendricks, Procurement Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM FOR SMART:**

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK & TIMELINE**

#### **I. Overview**

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with RailWorks Track Services, Inc. (hereinafter “Contractor”) to perform surfacing, alignment, and ballast restoration services along SMART’s mainline right-of-way in Sonoma and Marin Counties.

#### **II. Project Management**

All work shall be initiated, scheduled, and reviewed by the SMART Manager. Work may be initiated in writing or by teleconference. The SMART Manager has the final authority in all matters affecting the work performed under this Agreement.

#### **III. Scope of Work**

Contractor shall perform surfacing, lining, and ballast restoration work in accordance with the requirements identified herein and in a manner that is consistent with track rehabilitation standards in the Railroad Industry among Class I Railroads within the continental United States.

##### **A. General Requirements**

- a. Work may not commence until SMART has issued a Notice to Proceed.
- b. Contractor shall furnish all supervision, labor, materials (with the exception of the railroad ballast which SMART is supplying), equipment, transportation, and any other incidentals necessary to surface and line the track and restore the ballast.
- c. Contractor is required to perform all work under the supervision of a qualified superintendent or general foremen experienced in railroad track construction and rehabilitation.
- d. All track rehabilitation shall be performed by supervisors, operators, and laborers experienced in railroad track rehabilitation. Supervisors, operators, and laborers not qualified to rehabilitate the railroad track will be removed and replaced by qualified personnel when requested by the SMART Manager, at his sole discretion.



- e. Contractor shall use a production type tamper for this work (I.e. Jackson 6700, Mark IV, or SMART approved equivalent). The tamper shall have a manufacture date of 2010 or later.
- f. All equipment shall be compliant with Federal Railroad Administration (“FRA”) Part 214 Subpart D requirements.
- g. Contractor may use the following designated locations for storage of Contractor’s rail-bound equipment during periods of non-use:
  - i. South Leg of Wye – MP 25.5
  - ii. Burdell Auxiliary – MP 31.0
  - iii. Park Auxiliary – MP 39.5
  - iv. Willowbrook – MP 42.1
  - v. Fulton Yard – MP 58.5
- h. SMART will supply a qualified Employee-In-Charge (“EIC”) at all times while the contractor is working on or fouling the track.
- i. SMART will mark all bond wires and conduits prior to Contractor beginning any work. If the Contractor hits a marked conduit or wire, the Contract will be charged SMART’s actual cost for the repair. If the Contractor hits an unmarked wire or conduit, SMART will be responsible for the repair costs.

#### B. Surfacing, Lining, and Restoring Ballast

- a. The Contractor shall perform all surfacing within the stated project limit milepost areas as specified to bring the line and surface into compliance within the tolerances prescribed.
- b. The Contractor shall surface the track to zero crosslevel ( $\pm 1/8$ ”) on tangent track and to the proper crosslevel elevation as designated by the SMART Manager for curves. Line swings and hanging/down ties are not acceptable. Ballast will be regulated such that all cribs are full, and shoulders are uniform. Ballast slopes shall be regulated at a 2:1 slope. Ballast will be completely broomed off the ties and plates for the surfacing to be considered complete. This work will be performed on concrete tie track and brooms should be set up accordingly.
- c. Contractor shall restore original superelevation (tie tags are in place for every  $1/4$ ” of elevation change in the spirals) and plot and smooth the alignment. The finish curvature/superelevation combination must produce the required allowable speed for the location.

- d. Curve alignment shall be uniform, based on the average alignment in the body of the curve. Alignment on “Entering” and “Leaving” curve spirals shall be increased or decreased respectively at a uniform rate, leaving no “swings”.
- e. The Ballast shall be spread, and the track raised in a series of lifts to the required height as indicated by the tolerances. Currently the ballast cribs are full and shoulders are to standard. The ballast restoration work involves filling the cribs, restoring the shoulders, and brooming the ties. No single lift shall be higher than four inches. In raising the track, jacks or equipment shall be so regulated as to avoid bending of angle bars or straining of joints. Jacks shall be simultaneously used and properly spaced at not more than 10 foot spacing to avoid breaks or bends in the rail when the track is raised. Both rails shall be raised simultaneously and to proper crosslevel by utilizing automatic tampers or standard track level boards with each set of track raising jacks. Each tie shall be tamped from 12 inches inside the rail to the end of the tie. Tamping will not be permitted at the middle of a tie where ballast is to be left to settle of its own accord. Both ends of a tie shall be tamped simultaneously and tamping inside and outside the rail shall be done at the same time.
- f. After the track is surfaced and lined according to the tolerances, the ballast shall be trimmed neatly, and surplus material shall be spread evenly along the ballast shoulder. Dressing of the ballast by placing earth higher than the ballast toe and thus preventing proper drainage is not permitted.
- g. The Contractor shall perform the necessary operations to assure that all ties are at right angles to the track as practical with standard railroad procedures.
- h. Tampers frequently cause signal failures by the breakage of bond wires. Surfacing equipment may also come in contact with wayside appliances, which include, but are not limited to dragging equipment or hi-wide detectors, slide fences, or AEI readers. SMART's EIC and/or Signal Technician shall be notified immediately if the Contractor's forces become aware of any damage to signal bonds, wires, or wayside appliances. The cost to repair damage to wayside appliances will be bourn solely by the contractor.
- i. The use of too many insertions with a squeezing tamper may cause a center-bound track condition. Generally, two squeezes per tie up to 1-1/2" of raise with one additional insertion and squeeze for each additional one-inch of raise is preferred. Joint ties should be given one additional squeeze than other ties.
- j. In locations where squeeze tampers cannot fill and compact ballast, such as at frogs, guard rails, switch portions of turnouts and headblocks, etc., provisions must be made to mechanically tamp with hydraulic tools or other power hand tamping tools.

- k. On curves, the high rail should be used as the line rail and the low rail should be used as the grade rail.
- l. When surfacing turnouts, the straight side of the turnout should be used as the line rail.
- m. After ballast regulating in turnouts, cribs for switch points, switch rods, and guard rails must be pocketed and clear of ballast.
- n. Track shall not be raised in, or under structures where the overhead clearance may be compromised without advance approval of the SMART Manager, so that the Contractor can be made aware of the maximum allowed raise.
- o. The finished track alignment shall be free of surface or line irregularities from the surfacing process.

#### C. Materials

- a. The railroad ballast required for this contract work will be provided and distributed by SMART prior to the Contractor's mobilization at no cost to the Contractor.
- b. Materials damaged or broken due to the Contractor's negligence shall be replaced by SMART, at the Contractor's sole expense. The Contractor will deduct from the invoice any costs for material replaced by SMART due to the Contractor's negligence, misuse or loss of materials provided by SMART. The Contractor will be billed for the actual costs plus additives incurred by SMART for the replacement material.

#### D. Available Work Windows

- a. Monday – Thursday: 9:00 pm to 4:30 am
- b. Friday: 9:00 pm - Sat 7:00 am
- c. Saturday – Sunday: 8:30 pm – 4:30 am

The beginning and ending times above will vary slightly depending on exact location on the railroad. Contractor shall ensure that SMART's regular passenger service is not impacted by any work being performed.

## E. Work Locations

MP	MP	Tangent	Curve	Total Length (ft)	Primary Issue	Degree of Curve	Significant Features
21.95	22.45	2640	0	2640	Xlevel thru tangent		None
22.65	22.85	1060	0	1060	Xlevel thru tangent		None
25.35	25.45	500	0	500	Xlevel thru tangent		
25.60	26.65	3700	1800	5500	Xlevel thru tangent & 3 curves	0.50	
26.90	27.00	200	0	200	Bridge approaches low		Pvt xing, OD Bridge
27.10	27.45	1360	500	1860	Xlevel thru tangent		None
30.15	31.10	3100	600	3700	Xlevel thru tangent & 1 curves	1.00	Skip the switch, MP 30 is a short mile
31.65	32.05	1600	0	1600	Xlevel thru tangent		Skip the curve, OD bridge
33.75	34.00	0	1400	1400	Surface main body of curve	2.00	None
37.70	37.85	800	0	800	XL Tangent north of Caulfield crossing		None
38.95	39.40	800	1060	1860	Xlevel thru tangent & 1 curves	5.50	Wood Ties, skip xing
44.10	44.85	1850	2000	3850	Xlevel thru tangent		None
46.70	46.90	1100	0	1100	Xlevel thru tangent		Southwest Blvd
49.00	49.55	2900	0	2900	Xlevel thru tangent		OD Bridge
52.15	52.45	1600	0	1600	Xlevel thru tangent		BD bridge
54.05	54.60	2900	0	2900	Xlevel thru tangent		Skip crossings
54.95	55.20	500	900	1400	Surface 2 small curves and Xlevel tangent	0.33	None
55.30	55.90	1800	900	2700	Surface 2 small curves and Xlevel tangent	0.33	Skip switch and crossing
58.80	59.15	1800	0	1800	Xlevel thru tangent		BD bridge

## F. Site Maintenance

- a. Throughout all phases of work, including suspension of work (if applicable), and until final acceptance of the project, the Contractor shall keep the worksite clean and free from rubbish and debris.
- b. The Contractor shall exercise care in the progression of work under this Contract to avoid and prevent damage to adjacent structures and facilities, including, but not limited to, existing pavements, pavement bases, drainage structures, light poles, fire hydrants, utilities, landscaping, vehicles, and buildings.
- c. The contractor is solely responsible for the security of any equipment stored on SMART property during the performance of this contract.
- d. Upon completion and before acceptance of the work by the Railroad, the Contractor shall at once remove all tools, equipment, and materials, and shall thoroughly clean the worksite and leave it with a neat, clean appearance to the satisfaction of the SMART Manager.
- e. All lawns, plantings, trees, shrubbery, and areas adjacent to the project shall be protected against heavy traffic, machinery, spillage, and misuse, unless Contractor has an agreement with the owner of this property. If at any time during the progress of the Contract any lawns, plantings, etc., are damaged or destroyed or any portion of the ground surfaces are damaged, rutted or destroyed, it shall be the Contractor's responsibility to replace and/or restore the damage at no additional expense to SMART.
- f. Waste produced by the Contractor's crews will be disposed of in a manner that complies with all Federal, State, City, or other Regulations and Laws. This includes spent motor oil, lubricants, oil filters, shipping containers, and all other miscellaneous waste items.

## G. Quality Control

- a. It is imperative that this project be administrative according to the requirements of this contract.
- b. The Contractor shall immediately report any observed deficiencies in either material quality or quantity (distributed or stockpiled) to the SMART Manager.
- c. If, in the opinion of the SMART Manager, the work is of poor quality or fails to meet any portion of the requirements, the SMART Manager may issue a notice of non-conformance. The contractor has 72 hours in which to answer in writing stating the method of remedying the problem cited in the notice. A Stop Notice may be issued by the SMART Manager if, in

their opinion, the problem is of a serious nature, or if the answer to the SMART Manager's notice of non-conformance is not satisfactory. No claim will be allowed for any delay or cost incurred by the contractor as a result of said notices.

#### H. Inspection of Work

- a. All work completed and all materials furnished shall be subject to the inspection and approval of the SMART Manager.
- b. The inspection of the work shall not relieve the Contractor of any obligation to fulfill all conditions of the contract as prescribed.
- c. The decision of the SMART Manager is final and binding and shall be precedent to any payment under the contract, unless otherwise ordered by SMART on all questions relating to the acceptability of material, equipment, or work; the execution, progress or sequence of work; and the interpretation of Contract Documents.

#### IV. Project Schedule

All work must be completed within three (3) months after SMART issues the Notice to Proceed.

Contractor shall coordinate with the SMART Manager on the timeline for all work activities and agree upon a final schedule in writing. Contractor shall provide the SMART Manager with the final schedule prior to work commencing.

#### V. Acceptance Criteria

The SMART Manager shall review all work performed by the Contractor. Following the successful completion of work, as determined by the SMART Manager, the SMART Manager will recommend the Contractor submit the invoice. If work performed does not meet the requirements of this contract, Contractor shall replace the defective work at no additional cost to SMART.

**EXHIBIT B**  
**SCHEDULE OF RATES**

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	EXTENDED COST
1	Mobilization	1	LS	\$57,000.00	\$57,000.00
2	Track Surfacing, Alignment, & Ballast Restoration	39,370	FT	\$2.14	\$84,251.80
<b>TOTAL PROJECT:</b>					<b>\$141,251.80</b>

The Total Project price listed above includes all labor, materials, supervision, insurance, taxes, and all other direct and indirect cost associated with completing the scope of work.

**ATTACHMENT C  
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.

**2. Fly America.**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the U.S. General Services Administration’s regulations at 41 CFR §§301-10.131 – 301-10.143, which provide that recipients and subrecipients of Federal funds and their Contractors 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. If a foreign air carrier is used, the Contractor shall submit 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.

**3. Buy America.**

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, 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, and include final assembly in the United States for 15 passenger vans and



15 passenger wagons produced by the Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) 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.

## **Certificates for Use of steel, iron and manufactured products**

### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date: \_\_\_\_\_

Company Name: RailWorks Track Services, Inc.

Print Name: James S. Austin III

Title: Vice President & General Manager

Signature: \_\_\_\_\_

## **4. Cargo Preference - Use of United States Flag Vessels.**

The Contractor agrees to comply with the requirements of 46 U.S.C. §55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 C.F.R Part 381.

(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 leading 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 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.

**5. Seismic Safety.**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor further agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §7701 et seq. The Contractor also agrees to ensure that all work performed under this Agreement including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**6. Energy Conservation.**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, subpart C.

**7. Clean Water.**

The Contractor agrees:

(a) to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1388, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**8. Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.**

Contractors that apply or bid for an award must 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

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

Page 25 of 106

has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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 must 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 the recipient.

**Byrd Anti-Lobbying Certificate - Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

Date: \_\_\_\_\_

Company Name: RailWorks Track Services, Inc.

Print Name: James S. Austin III

Title: Vice President & General Manager

Signature: \_\_\_\_\_

#### **9. Federal Changes.**

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 Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

#### **10. Clean Air.**

The Contractor agrees to:

(a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **11. Recovered Materials and Solid Wastes.**

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).

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Furthermore, Contractor will comply with Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **12. No Obligation by the Federal Government.**

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

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

## **13. Program Fraud and False or Fraudulent Statements or Related Acts.**

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 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.

**14. Special Termination Provisions.** 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 the Government'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. 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 Agreement 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) 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) 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 or Default (Architect and Engineering Contracts). SMART may terminate this Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART 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 SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill Agreement 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 SMART.

## **15. Suspension and Debarment.**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

### **Suspension and Debarment Certificate**

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer 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 bidder or

proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

Company Name: RailWorks Track Services, Inc.

By: \_\_\_\_\_

Print Name: James S. Austin III

Title: Vice President & General Manager

Date: \_\_\_\_\_

## 16. Civil Rights.

The following requirements apply to the Agreement:

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

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

(1) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed,



national origin, sex, sexual orientation, gender identity, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

#### **17. 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.

#### **18. Performance During Dispute.**

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

#### **19. Claims for Damages.**

Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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 of damage.

## 20. 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.

## 21. Rights and Remedies.

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.

## 22. Disadvantaged Business Enterprises.

In addition to the requirements set forth in the Notice to Proposers or Bidders regarding Disadvantaged Business Enterprise (DBE) Information the following requirements apply to this Agreement.

(a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%.

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

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

(d) 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.

(e) 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.

(f) 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.

### **23. Exclusionary or Discriminatory Specifications.**

Apart from inconsistent requirements imposed by Federal statute or regulations, Contractors shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

### **24. No Federal Government Obligations to Contractor and Third Parties.**

Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

## 25. Geographic Restrictions.

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

## 26. Access To Records and Reports.

Contractor shall comply with the following requirements:

(a) **Record Retention.** Contractor shall, during the course of the Agreement and for three years after final payment, retain and maintain complete readily accessible records, documents, reports, contracts, and supporting materials relating to the Agreement as SMART may require.

(b) **Access to Records.** Contractor shall 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.

(c) **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.

## **27. ADA Access.**

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49, U.S.C. § 5301(d); and the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations "Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) U.S. DOT regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (g) U.S. Equal Employment Opportunity Commission, “Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F;
- (i) FTA regulations, ‘Transportation for Elderly and Handicapped Persons,’ 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

## **28. Fair Labor Standards Requirements.**

Contractor shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

## **29. Contract Work Hours and Safety Standards Act.**

(40 U.S.C. §§ 3701 – 3708) Contractor shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

Contractor shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

Contractor shall comply with U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 C.F.R. Part 1904; “Occupational Safety and Health Standards,” 29 C.F.R. Part 1910, and “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

## **30. Copeland “Anti-Kickback” Act.**

Contractor agrees to comply with Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. §874, Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. §3145, and U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 C.F.R. Part 3.

### **31. Davis-Bacon Act.**

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act. 40 U.S.C. Sections 3141 et seq., and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The Davis-Bacon Act requirements are applicable for all construction, alteration, or repair contracts that exceed \$2,000 and are FTA assisted.

### **32. State Fair Employment Practices.**

In the performance of work under this Agreement, Contractor and its subcontractors will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor and its subcontractors shall include the nondiscrimination and compliance provisions of this clause in all subcontractor agreements to perform work under this agreement.

Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SMART for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

### **33. Metric System.**

To the extent required by U.S. DOT or FTA, Contractor shall use the metric system of measurement, as may be required by 49 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, Contractors shall accept products and services with dimensions expressed in the

metric system of measurement.

#### **34. Environmental Protection.**

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.

#### **35. Privacy Act.**

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. 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.

#### **36. Rights to Inventions Made Under a Contract or Agreement.**

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.

#### **37. Rights in Data and Copyrights.**

(a) The Contractor agrees to provide a license to its subject data to SMART and the Federal Government that is royalty-free, non-exclusive, and irrevocable. The license must permit SMART or the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for SMART or the Federal Government purposes.



- (b) Definition of “Subject Data.” As used in this section, “subject data” means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Agreement. 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 Agreement.
- (c) Contractor grants to SMART and U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this Agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of copyright license to such Publications and/or Digital Data Sets, and that SMART and the U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

### **38. Patent Rights.**

Contractor agrees that:

- (a) Depending on the nature of the Agreement, SMART and the Federal Government may acquire patent rights when the Contractor produces a patented or patentable invention, improvement, or discovery;
- (b) SMART’s and the Federal Government’s rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Agreement; or
- (c) When a patent is issued or patented information becomes available, the contractor shall notify SMART immediately and provide a detailed report satisfactory to SMART who will then notify the FTA as required.
- (d) Its rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
- (e) Unless SMART or the Federal Government determines otherwise in writing, irrespective of its status or the status of any Contractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Contractor will transmit the Federal Government’s patent rights to the FTA, as specified in 35 U.S.C. §200 et seq., and the U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. Part 401.

### **39. Veterans Preference.**

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.

### **40. Safe Operation of Motor Vehicles.**

- (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.

### **41. Alcohol Misuse and Prohibited Drug Use.**

Contractor and all Subcontractors shall comply with:

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

- a. Federal Transit Laws, specifically 49 U.S.C. §5331
- b. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655
- c. Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. Part 40

#### **42. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

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.

#### **43. Domestic Preferences for Procurements**

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.

#### **44. Conformance with ITS National Architecture**

National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further

implementing directives, except to the extent FTA determines otherwise in writing.

**45. Incorporation of Federal Transit Administration (FTA) Terms.**

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

**ATTACHMENT D  
FEDERAL WAGE DETERMINATION**

"General Decision Number: CA20210007 09/24/2021

Superseded General Decision Number: CA20200007

State: California

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

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor RAILWORKS TRACK SERVICES, INC. AGREEMENT OP-SV-21-014

requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/19/2021
6	02/26/2021
7	04/02/2021
8	04/23/2021
9	05/07/2021
10	05/14/2021
11	05/21/2021
12	06/18/2021
13	06/25/2021
14	07/02/2021
15	07/09/2021
16	08/06/2021
17	08/13/2021
18	08/20/2021
19	08/27/2021
20	09/10/2021
21	09/24/2021

ASBE0016-001 01/01/2021

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

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

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 74.16	23.58
Area 2.....	\$ 46.81	33.50

-----  
ASBE0016-007 01/01/2021

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

AREA 2: MARIN & NAPA COUNTIES

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

-----  
\* BOIL0549-002 01/01/2021

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

	Rates	Fringes
--	-------	---------

BOILERMAKER

(1) Marin & Solano Counties.	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

---

BRCA0003-001 08/01/2020

	Rates	Fringes
--	-------	---------

MARBLE FINISHER.....	\$ 36.53	17.08
----------------------	----------	-------

---

BRCA0003-004 05/01/2019

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

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

	Rates	Fringes
--	-------	---------

BRICKLAYER

AREA 1.....	\$ 43.24	21.63
AREA 2.....	\$ 45.92	26.70

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

---

BRCA0003-008 07/01/2019

	Rates	Fringes
--	-------	---------

TERRAZZO FINISHER.....	\$ 37.58	17.33
------------------------	----------	-------

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014



TERRAZZO WORKER/SETTER.....\$ 48.53      26.84

-----  
BRCA0003-010 04/01/2019

Rates      Fringes

TILE FINISHER

Area 1.....	\$ 27.31	14.75
Area 2.....	\$ 27.10	16.50
Area 3.....	\$ 29.94	16.38
Area 4.....	\$ 28.06	15.82

Tile Layer

Area 1.....	\$ 45.51	17.64
Area 2.....	\$ 45.15	19.06
Area 3.....	\$ 49.90	19.16
Area 4.....	\$ 46.77	19.08

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

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

-----  
BRCA0003-014 08/01/2020

Rates      Fringes

MARBLE MASON.....\$ 51.30      28.47

-----  
CARP0034-001 07/01/2021

Rates      Fringes

Diver

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

DEPTH PAY (Surface Diving):

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

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

#### SATURATION DIVING:

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

#### DIVING IN ENCLOSURES:

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

#### WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

-----  
 CARP0034-003 07/01/2021

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

-----  
 CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

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

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

AGREEMENT  
 OP-SV-21-014

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

---

CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

---

CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

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

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
RAILWORKS TRACK SERVICES, INC.		
AGREEMENT		
OP-SV-21-014		

Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

---

CARP0046-001 07/01/2021

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

Rates	Fringes
-------	---------

Carpenters

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

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

---

CARP0046-002 07/01/2021

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

Rates	Fringes
-------	---------

Carpenters

Bridge Builder/Highway		
Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer,		

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 47.77	31.49
Journeyman Carpenter.....	\$ 47.62	31.49
Millwright.....	\$ 50.12	33.08

---

CARP0152-003 07/01/2020

Amador County

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

---

CARP0180-001 07/01/2021

Solano County

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

---

CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
RAILWORKS TRACK SERVICES, INC. AGREEMENT OP-SV-21-014		

Carpenters

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

-----  
CARP1599-001 07/01/2020

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

Rates	Fringes
-------	---------

Carpenters

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

-----  
ELEC0180-001 06/01/2021

NAPA AND SOLANO COUNTIES

Rates	Fringes
-------	---------

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

-----  
ELEC0180-003 12/01/2020

NAPA AND SOLANO COUNTIES

Rates	Fringes
-------	---------

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Sound & Communications

Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

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

EXCLUDES-

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

-----  
ELEC0340-002 02/01/2018

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

Rates      Fringes

Communications System

Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

#### A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

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

#### B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

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

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

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS    SCADA (Supervisory Control and Data Acquisition)    PCM (Pulse Code Modulation)  
Inventory Control Systems    Digital Data Systems  
Broadband and Baseband and Carriers    Point of Sale Systems    VSAT Data Systems    Data Communication Systems    RF and Remote Control Systems    Fiber Optic Data Systems  
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

Page 55 of 106



conduit.

---

ELEC0340-003 06/01/2021

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN

Remaining area.....	\$ 41.56	32.49
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly  
rate.

---

ELEC0401-005 07/01/2020

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

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....	\$ 41.50	20.17
------------------	----------	-------

ZONE RATE:

70-90 miles - \$8.00 per hour  
91+ miles - \$10.00 per hour

---

ELEC0551-004 06/01/2021

MARIN AND SONOMA COUNTIES

	Rates	Fringes
--	-------	---------

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

ELECTRICIAN.....\$ 53.90        26.47

-----  
ELEC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 42.11	22.41
Technician.....	\$ 48.43	22.60

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],

TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

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

-----  
ELEC0659-006 01/01/2021

DEL NORTE, MODOC and SISKIYOU COUNTIES

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

-----  
ELEC0659-008 02/01/2020

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
RAILWORKS TRACK SERVICES, INC.		
AGREEMENT		
OP-SV-21-014		

Line Construction

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

-----  
ELEC1245-004 06/01/2021

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 60.19	21.94
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.73
(3) Groundman.....	\$ 36.76	20.33
(4) Powderman.....	\$ 51.87	18.79

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

-----  
ELEV0008-001 01/01/2021

Rates      Fringes

ELEVATOR MECHANIC.....\$ 72.10      35.825+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly  
rate as vacation pay credit for employees with more than 5  
years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday  
after Thanksgiving, and Christmas Day.

-----  
ENGI0003-008 07/20/2020

Rates      Fringes

Dredging: (DREDGING:  
CLAMSHELL & DIPPER DREDGING;  
HYDRAULIC SUCTION DREDGING:)

AREA 1:

(1) Leverman.....\$ 49.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 44.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 43.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 40.50	34.35

AREA 2:

(1) Leverman.....\$ 51.88	34.35
(2) Dredge Dozer; Heavy duty repairman.....\$ 46.92	34.35
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 45.80	34.35
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 42.50	34.35

AREA DESCRIPTIONS

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

AREA 2: MODOC COUNTY

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

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Page 59 of 106

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

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

Area 2: Remainder

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

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

Area 2: Remainder

TRINITY COUNTY:

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

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

-----  
ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

Rates      Fringes

OPERATOR: Power Equipment  
RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

(LANDSCAPE WORK ONLY)

GROUP 1

AREA 1.....\$ 39.95      30.28

AREA 2.....\$ 41.95      30.28

GROUP 2

AREA 1.....\$ 36.35      30.28

AREA 2.....\$ 38.35      30.28

GROUP 3

AREA 1.....\$ 31.74      30.28

AREA 2.....\$ 33.74      30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

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

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

AREA DESCRIPTIONS:

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

AREA 2 - MODOC COUNTY

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

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

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

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014



Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

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

PLACER COUNTY:

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

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

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

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

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

TEHAMA COUNTY:

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

TRINITY COUNTY:

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

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

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

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

-----  
ENGI0003-038 06/29/2020

""AREA 1"" WAGE RATES ARE LISTED BELOW

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

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 51.42	31.15
GROUP 2.....	\$ 49.89	31.15
GROUP 3.....	\$ 48.41	31.15
GROUP 4.....	\$ 47.03	31.15
GROUP 5.....	\$ 45.76	31.15
GROUP 6.....	\$ 44.44	31.15
GROUP 7.....	\$ 43.30	31.15
GROUP 8.....	\$ 42.16	31.15
GROUP 8-A.....	\$ 39.95	31.15

OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15

OPERATOR: Power Equipment  
(Tunnel and Underground Work  
- AREA 1:)

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

SHAFTS, STOPES, RAISES:

GROUP 1.....	\$ 47.52	31.15
GROUP 1-A.....	\$ 49.99	31.15
GROUP 2.....	\$ 46.26	31.15
GROUP 3.....	\$ 44.93	31.15
GROUP 4.....	\$ 43.79	31.15
GROUP 5.....	\$ 42.65	31.15

UNDERGROUND:

GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

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

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator;

Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

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

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini

excavator under 25 H.P. (backhoe-trencher); Tub grinder  
wood chipper

---

## ALL CRANES AND ATTACHMENTS

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

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

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

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

---

## PILEDRIVERS

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

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

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under;

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

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

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

---

## STEEL ERECTORS

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

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

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

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

GROUP 5: Boom cat

---

--

## TUNNEL AND UNDERGROUND WORK

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

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

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

GROUP 3: Drill doctor; Mine or shaft hoist



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

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

---

AREA DESCRIPTIONS:

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

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

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

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

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

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

---

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

-----  
LABO0067-001 06/28/2021

AREA ""A"" - MARIN COUNTY

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

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

-----  
LABO0067-005 06/27/2017

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

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCLEMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates      Fringes

LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person

Area A.....\$ 29.54      22.17

Area B.....\$ 28.54      22.17

Traffic Control Person I

Area A.....\$ 29.84      22.17

Area B.....\$ 28.84      22.17

Traffic Control Person II

Area A.....\$ 27.34      22.17

Area B.....\$ 26.34      22.17

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

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

-----  
LABO0185-002 07/01/2021

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

Rates      Fringes

LABORER

Mason Tender-Brick.....\$ 34.09      24.41

-----  
LABO0185-005 07/01/2021

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

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

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0185-006 06/25/2018

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

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Rates      Fringes

LABORER (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist

Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 30.01	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

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

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

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

LABORER (GUNITE - AREA B:)

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

LABORER (WRECKING - AREA B:)

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

FOOTNOTES:

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

-----

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;  
Chainsaw; Laser beam in connection with laborers' work;  
Cast-in- place manhole form setter; Pressure pipelayer;

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

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

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

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

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

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

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

listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

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

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

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

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

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

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

---

## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

---

## WRECKING WORK LABORER CLASSIFICATIONS

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



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

---

LABO0185-008 07/01/2021

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

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

---

LABO0261-002 06/28/2021

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 34.48	26.21
Traffic Control Person I....	\$ 34.78	26.21
Traffic Control Person II...	\$ 32.28	26.21

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

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

---

LABO0261-004 07/01/2021

MARIN COUNTY

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

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

## TUNNEL AND SHAFT CLASSIFICATIONS

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

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

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0261-007 07/01/2018

## MARIN AND NAPA COUNTIES

	Rates	Fringes
--	-------	---------

### LABORER

Mason Tender-Brick.....	\$ 32.45	22.20
-------------------------	----------	-------

-----  
LABO0261-010 06/25/2018

## MARIN COUNTY

	Rates	Fringes
--	-------	---------

### LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist Group.....	\$ 31.49	23.20
---------------------------------------	----------	-------

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

GROUP 1.....	\$ 30.79	23.20
GROUP 1-a.....	\$ 31.01	23.20
GROUP 1-c.....	\$ 30.84	23.20
GROUP 1-e.....	\$ 31.34	23.20
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 30.64	23.20
GROUP 3.....	\$ 30.54	23.20
GROUP 4.....	\$ 24.23	23.20

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

#### LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

##### LABORERS - AREA A:)

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

##### LABORER (GUNITE - AREA A:)

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

##### LABORER (WRECKING - AREA A:)

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

#### FOOTNOTES:

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

-----

#### LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

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

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

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

large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

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

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

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

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

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

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

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

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

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

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

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

---

## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

---

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

---

LABO0261-015 07/01/2021

Rates      Fringes  
RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

Plasterer tender.....\$ 35.82        28.45

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

-----  
LABO0324-004 06/28/2021

NAPA, SOLANO, AND SONOMA, COUNTIES

Rates        Fringes

LABORER (TRAFFIC CONTROL/LANE  
CLOSURE)

Escort Driver, Flag Person..\$ 33.48	26.21
Traffic Control Person I...\$ 33.78	26.21
Traffic Control Person II...\$ 31.28	26.21

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

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

-----  
LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates        Fringes

Tunnel and Shaft Laborers:

GROUP 1.....\$ 37.82	24.11
GROUP 2.....\$ 37.59	24.11
GROUP 3.....\$ 37.34	24.11
GROUP 4.....\$ 36.89	24.11
GROUP 5.....\$ 36.35	24.11
Shotcrete Specialist.....\$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

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

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

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

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

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

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

-----  
LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.45	22.20

-----  
LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 30.49	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 29.37	23.20
GROUP 2.....	\$ 29.64	23.20
GROUP 3.....	\$ 29.54	23.20

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014



GROUP 4.....	\$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 29.54	23.20
(2) Establishment Warranty Period.....	\$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 29.79	23.20
GROUP 2.....	\$ 29.64	23.20

#### FOOTNOTES:

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

-----

#### LABORER CLASSIFICATIONS

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

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

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

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

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

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

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

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

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

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

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

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and

washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

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

---

## GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

---

## WRECKING WORK LABORER CLASSIFICATIONS

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

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

---

LABO0324-019 07/01/2021

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

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

---

PAIN0016-004 01/01/2021

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

MARIN, NAPA, SOLANO & SONOMA COUNTIES

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

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

-----  
PAIN0016-005 01/01/2021

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

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.03	27.09

-----  
PAIN0016-007 01/01/2021

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

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

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

-----  
 PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

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

-----  
 PAIN0169-004 01/01/2021

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

	Rates	Fringes
GLAZIER.....	\$ 53.07	31.15

-----  
 \* PAIN0567-001 07/01/2021

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

	Rates	Fringes
RAILWORKS TRACK SERVICES, INC. AGREEMENT OP-SV-21-014		

Painters:

Brush and Roller.....	\$ 31.80	13.54
Spray Painter & Paperhanger.	\$ 33.39	13.54

PREMIUMS:

Special Coatings (Brush), and Sandblasting = \$0.50/hr

Special Coatings (Spray), and Steeplejack = \$1.00/hr

Special Coating Spray Steel = \$1.25/hr

Swing Stage = \$2.00/hr

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

---

PAIN0567-007 07/01/2020

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

	Rates	Fringes
--	-------	---------

SOFT FLOOR LAYER.....	\$ 31.01	15.48
-----------------------	----------	-------

---

PAIN0567-010 07/01/2020

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

	Rates	Fringes
--	-------	---------

Drywall

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

---

PAIN0767-004 01/01/2021

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

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

	Rates	Fringes
GLAZIER.....	\$ 41.51	31.36

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

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

-----  
PAIN1176-001 07/01/2020

#### HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 38.48	16.88
GROUP 2.....	\$ 32.71	16.88
GROUP 3.....	\$ 33.09	16.88

#### CLASSIFICATIONS

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

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

-----  
PAIN1237-001 01/01/2021

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the RAILWORKS TRACK SERVICES, INC. AGREEMENT  
OP-SV-21-014



Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

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

-----  
PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

-----  
PLAS0300-005 07/01/2016

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

-----  
PLUM0038-002 07/01/2021

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial		

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

work such as hospitals,  
prisons, hotels, schools,  
casinos, wastewater  
treatment plants, and  
research facilities as well  
as refrigeration  
pipefitting, service and  
repair work - MARKET  
RECOVERY RATE.....\$ 67.15          44.21  
(2) All other work - NEW  
CONSTRUCTION RATE.....\$ 79.00          46.01

---

PLUM0038-006 07/01/2021

MARIN & SONOMA COUNTIES

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

---

PLUM0228-001 07/01/2021

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

	Rates	Fringes
PLUMBER.....	\$ 42.50	35.89

---

PLUM0343-001 07/01/2021

NAPA AND SOLANO COUNTIES

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

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings,  
schools and other commercial structures which the total  
plumbing bid does not exceed Two Hundred and Fifty Thousand  
(\$250,000) and the total heating and cooling does not

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

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

-----  
PLUM0350-001 08/01/2019

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 45.84	13.81

-----  
PLUM0355-001 07/01/2021

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

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

-----  
PLUM0442-003 07/01/2021

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 47.50	33.39

-----  
RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

PLUM0447-001 07/01/2021

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

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER

Journeyman.....	\$ 56.37	26.75
Light Commercial Work.....	\$ 36.23	17.72

---

ROOF0081-006 08/01/2021

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
--	-------	---------

Roofer.....	\$ 47.17	19.86
-------------	----------	-------

---

ROOF0081-007 08/01/2021

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

	Rates	Fringes
--	-------	---------

Roofer.....	\$ 41.23	19.61
-------------	----------	-------

---

SFCA0483-003 08/02/2021

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER (Fire Sprinklers).....	\$ 70.99	34.85
---	----------	-------

---

SFCA0669-003 04/01/2021

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

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.34	26.29

-----  
SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

-----  
SHEE0104-009 07/01/2021

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

-----  
SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

-----  
SHEE0104-011 07/01/2020

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

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

-----  
SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

-----

SHEE0104-019 07/01/2020

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

-----

TEAM0094-001 07/01/2021

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.15	31.42
GROUP 2.....	\$ 35.45	31.42
GROUP 3.....	\$ 35.75	31.42
GROUP 4.....	\$ 36.10	31.42
GROUP 5.....	\$ 36.45	31.42

FOOTNOTES:

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

## TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

RAILWORKS TRACK SERVICES, INC.

AGREEMENT

OP-SV-21-014

miscellaneous trailers; Vacuum Trucks 7500 gals and over  
and truck repairman

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

---

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

---

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

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

---

The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of ""identifiers"" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014



a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate  
RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

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

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

RAILWORKS TRACK SERVICES, INC.  
AGREEMENT  
OP-SV-21-014

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

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

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

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

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

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

=====

END OF GENERAL DECISION"



**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

**Debora Fudge**  
Sonoma County Mayors' and  
Councilmembers Association

**Patty Garbarino**  
Golden Gate Bridge,  
Highway/Transportation District

**Susan Gorin**  
Sonoma County Board of Supervisors

**Dan Hillmer**  
Marin County Council of Mayors and  
Councilmembers

**Eric Lucan**  
Transportation Authority of Marin

**Chris Rogers**  
Sonoma County Mayors' and  
Councilmembers Association

**Farhad Mansourian**  
General Manager

5401 Old Redwood Highway  
Suite 200  
Petaluma, CA 94954  
Phone: 707-794-3330  
Fax: 707-794-3037  
[www.sonomamarintrain.org](http://www.sonomamarintrain.org)

December 1, 2021

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

**SUBJECT:** Approve Resolution No. 2021-29 Authorizing the General Manager to Execute Contract Amendment No. 5 to Contract No. EV-PS-18-002 with WRA, Inc. in an amount of \$190,000 for a total not to exceed contract amount of \$1,185,800

Dear Board Members:

**RECOMMENDATION:**

Approve Resolution 2021-29 authorizing the General Manager to execute Contract Amendment No. 5 to Contract No. EV-PS-18-002 with WRA, Inc. for Environmental Permitting Management, Technical Studies, Construction Compliance Monitoring, Mitigation Planning and Support Services to TASK 1 – Mira Monte Mitigation Site Monitoring for an amount of \$190,000 and increasing the overall total contract amount to \$1,185,800.

**SUMMARY:**

WRA, Inc. has supported SMART with the restoration work at the old Mira Monte Marina that SMART purchased to mitigate environmental impacts because of constructing the passenger rail system. The restoration work has re-established wetlands and is nearing its establishment goals. There is some maintenance work that needs to be completed this winter as part of the on-going site maintenance. Amendment No. 5 provides budget to complete a road removal, provide maintenance to the existing access road and remove stabilization sandbags.

**BACKGROUND:**

Your Board purchased the deteriorated 56-acre Mira Monte Marina at the confluence of the Petaluma River and the San Antonio Creek at the Marin-Sonoma County Line and restored it to its native tidal marsh state in order to offset construction impacts to wetlands and endanger species habitat that occurred as part of reconstructing the railroad to reintroduce passenger rail service. As part of the restoration work, SMART removed buildings, docks, old boats, roads and fill that had been placed in the wetlands. The purchase of the site not only restored wetlands and habitat, but preserved habitat for endanger species like the Ridgeway Rail and Salt Marsh Harvest Mouse.

Restoration work occurred in 2014, which concluded with breaching a levee and allowing natural tidal flow to enter the site. Since 2015, SMART has been performing maintenance work consisting of removing invasive plant species and supplementing the initial native plantings with replacements for some of the plants that didn't establish. The restoration of the site has progressed beautifully to the point that you can no longer tell that there was once a marina there.

It is now necessary to remove a portion of temporary road that was used during maintenance as well as performing repair work to the main access road. The temporary road provided access all the way to San Antonio Creek for the purposes of water quality sampling, which is no longer necessary. The main access road needs some repair as it has deteriorated over time. The repairs will consist of surfacing the road with gravel and removing temporary sandbags that were placed at the conclusion of the restoration to fortify the road while the site stabilizes.

Staff recommends approving Resolution No. 2021-29 authorizing the General Manager to execute Contract Amendment No. 5 to Contract No. EV-PS-18-002 with WRA, Inc. for Environmental Permitting Management, Technical Studies, Construction Compliance Monitoring, Mitigation Planning and Support Services to TASK 1 – Mira Monte Mitigation Site Monitoring for an amount of \$190,000 and increasing the overall total contract amount to \$1,185,800.

**FISCAL IMPACT:** This work is included in the FY22 budget.

**REVIEWED BY:**    ☐ Finance   /s/                        ☐ Counsel   /s/  

Very truly yours,

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

Attachment(s): Resolution No. 2021-29

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT  
APPROVING CONTRACT AMENDMENT NO. 5 TO CONTRACT NO. EV-PS-19-002 WITH WRA, INC. FOR  
ENVIRONMENTAL SUPPORT SERVICES**

---

**WHEREAS**, the Sonoma-Marin Area Rail Transit District (SMART) purchased the deteriorated 56-acre Mira Monte Marina at the confluence of the Petaluma River and the San Antonio Creek at the Marin-Sonoma County Line and restored it to its native tidal marsh state in order to offset construction impacts to wetlands and endanger species habitat that occurred as part of reconstructing the railroad to reintroduce passenger rail service; and

**WHEREAS**, the District entered into Contract No. EV-PS-18-002 with WRA, Inc. for environmental permitting management, technical studies, construction compliance monitoring, mitigation planning and support services; and

**WHEREAS**, WRA, Inc. has supported SMART with the restoration work at the old Mira Monte Marina by performing maintenance work consisting of removing invasive plant species and supplementing the initial native plantings with replacements for some of the plants that didn't establish; and

**WHEREAS**, Contract Amendment No. 5 to Contract No. EV-PS-18-002 to complete additional maintenance work consisting of the removal of a temporary road, performing maintenance to the existing access road and removing road stabilization sandbags; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract Amendment No. 5 to Contract No. EV-PS-18-002 with WRA, Inc., for a total contract amount of \$1,185,800.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 1<sup>st</sup> day of December 2021, by the following vote:

**DIRECTORS:**

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

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

---

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

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

This Fifth Amendment dated as of December 1, 2021 (the “Fifth Amendment”) to the Agreement for Contractor Services by and between the Sonoma-Marín Area Rail Transit District (“SMART”) and WRA, Inc. (“Contractor”), dated as of July 1, 2018 (the “Original Agreement,” and now as amended by the First through Fourth Amendments, and this Fifth Amendment, the “Agreement”).

**RECITALS**

WHEREAS, SMART and Contractor entered into the Original Agreement to provide environmental permitting management, technical consulting, construction compliance monitoring, and related support services; and

WHEREAS, SMART previously amended the Agreement to increase the not-to-exceed amount, extend the termination date, and amend the Scope of Work; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$190,000 for a total not-to-exceed amount of \$1,185,800 to include additional maintenance activities at the Mira Monte Mitigation Site; and

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

**AGREEMENT**

**1. “ARTICLE 2. LIST OF EXHIBITS.”**

“Exhibit A: Scope of Work & Timeline” Exhibit A is amended by this Exhibit A – Revision I to include environmental studies related to the Black Point Bridge Fender Repair Permitting and the Timber Trestle Replacement Permitting, as attached.

**2. “ARTICLE 5. PAYMENT.”** Article 5 shall be amended as follows:

“Section 5.02 Contractor shall be paid on a time and expense basis in accordance with **Exhibit B**; provided, however, that total payments to Contractor shall not exceed \$1,185,800 without the prior written approval of SMART.”

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

THIS SPACE INTENTIONALLY LEFT BLANK



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

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Eddy Cumins, General Manager

**WRA, INC.**

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
District Counsel

**EXHIBIT A**  
**SCOPE OF WORK & TIMELINE**

Task 4 of the original Agreement is hereby deleted and replaced with the Task 4 included in this Amendment No. 5.

Task 4 – Mira Monte Marsh Mitigation Project

WRA, Inc. shall provide as-needed support, including but not limited to the following activities:

1. Annual performance monitoring and reporting.
2. Seasonal weed management and trash pick-up (WRA, Inc. would supply subconsultant with approval from SMART).
3. Revegetation
4. Long-term management planning
5. Permit applications and amendments
6. Coordination with regulatory agencies
7. Restoration design
8. Removal of the San Antonio Creek Temporary access road
9. Making minor repairs to the existing main site access road and removing stabilization sandbags along the main access road.