



BOARD OF DIRECTORS MEETING AGENDA January 4, 2023 – 1:30 PM

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

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

[ZOOM TELECONFERENCE INSTRUCTIONS](#)

PUBLIC COMMENT PRIOR TO MEETING:

If you wish to make a comment you are strongly encouraged to please submit your comment by 5:00 p.m. on Tuesday, January 3, 2023 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 December 7, 2022, Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency
- 6b. Accept Monthly Ridership Report – November 2022
- 6c. Approval of Monthly Financial Reports – November 2022
- 6d. Determine there is a continued need for emergency action and continue to approve contract No. FR-ER-22-001 for emergency repairs to the Timber Trestle Bridge at Railroad Slough, MP-B38.97, for a total contract amount not to exceed \$425,000

Regular Calendar

7. Authorize the General Manager to Execute Contract Amendment No. 1 to Contract No. OP-SV-20-007 with Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels - North Bay Petroleum to extend the current fuel delivery Service Agreement for one additional year utilizing the first optional period available in the contract and to increase the not-to-exceed amount by \$1,365,000 for a total not-to-exceed amount of \$4,165,000 - *Presented by Ken Hendricks*
8. Approve a Resolution Authorizing the General Manager to Award Contract No. CV-PS-22-003 with CSW Stuber- Stroeh Engineering Group, Inc. (CSW|ST2) for the Design of the Petaluma North Station and Minor Design Modifications to Pathways and Grade Crossings in a total contract amount of \$1,300,019 - *Presented by Bill Gamlen*
9. Approve the Short-Range Transit Plan: Bay Area Transit Recovery Scenario Planning Document – *Presented by Heather McKillop*
10. Approval to Establish an Ad Hoc Committee to review applications and recommend appointments of the Citizens Oversight Committee – *Presented by General Manager Cumins*
11. Appoint Two SMART Board Members to attend the Metropolitan Transportation Commission Regional Network Management Webinar – *Presented by Emily Betts*
12. Closed Session - Conference with General Manager Cumins, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations
Property: APN's: 007-153-014 through 007-153-018
D Street and Lakeville, Petaluma, CA
Negotiating Parties: General Manager Cumins – Petaluma Riverfront LLC.
13. Report Out Closed Session
14. Next Regular Meeting of the Board of Directors, January 18, 2023 – 1:30 PM
15. 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, Clerk of the Board* at lrosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
December 7, 2022 - 1:30 PM**

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

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1. Call to Order

Chair Rabbitt called the meeting to order at 1:30pm. Directors Arnold, Bagby, Colin, Coursey, Fudge, Garbarino, Lucan, Pahre and Rogers were present. Directors Connolly absent; Director Hillmer joined later.

2. Approval of the November 16, 2022, Board Meeting Minutes

MOTION: Director Lucan moved approval of November 16, 2022 Board Meeting Minutes as presented. Director Rogers second. The motion carried 9-0 (Directors Connolly and Hillmer Absent; Director Coursey abstain)

3. Board Members Announcements

Chair Rabbitt stated that this is the last Board meeting of the year. He acknowledged and recognized Directors Hillmer, Connolly and Arnold for their years of service on the SMART's Board of Directors.

Director Fudge acknowledged Director Arnold for all the work she did for SMART, including the interior design of the entire SMART train.

Director Hillmer joined at 1:37pm

Director Rogers congratulated Director Arnold on her retirement. He recalls being a young legislative staffer and was advised by his boss that if he had any questions or doubts to ask Director Arnold, and that still holds.

Vice Chair Pahre stated that she has been serving with Director Arnold for 13 years or more on various boards. She was very instrumental in working with the Audubon Society to secure mitigated land for SMART. She acknowledged Director Arnold for being stellar and an inspiration to all.

Director Lucan expressed his appreciation to his three colleagues Directors Connolly, Hillmer and Arnold. He said: "It has been a privilege serving alongside all of you, as we get this train off the ground and rolling". He said that it is going to be a special month for Director Arnold and its well deserved. She was very instrumental in bringing the right person (Mr. Mansourian) to the job when needed. Her strengths are bringing people together and connecting people with others. He thanked all three for their tremendous service.

Director Coursey stated that he was on staff with SMART when Director Arnold joined the Board. She was greeted by a bunch of true believers, and he is not sure if she was a true believer at the time. Her questions and skepticism helped make SMART better. He thanked her for her service to SMART and the community.

Director Garbarino thanked Directors Connolly, Hillmer and Arnold for their service. She congratulated Director Lucan for his appointment at the Marin County Supervisors. She especially thanked Directors Hillmer and Arnold for being role models and their sense of grace for the community is an example for all. She wished them all well.

Director Colin thanked Directors Connolly, Hillmer and Arnold for their service on the Board. She said it is hard to get a fledging agency off the ground and there's a lot of headwinds that occur when that happens. She said that they are incredible public servants and leave big shoes to fill, and she hopes to find people that will grow into their same stature.

Director Bagby stated that it was a pleasure to work on the Board with Directors Connolly, Hillmer and Arnold. She said it was important to recognize Director Arnold for how she brought the community and region together and it means so much when you work with public servants of her caliber.

Chair Rabbitt thanked Director Hillmer for his service on the Board. He always welcomed another architect on the Board. He acknowledged his work and the questions he asked during meetings made SMART better.

Director Hillmer thanked the Board and SMART staff for operating smoothly. SMART has a great future ahead, but most importantly the beautiful train system and pathways are here for future generations. The Board has done a good job of selecting managers and staff and never take for granted all the unanimous votes.

Director Arnold thanked everyone for their kind words. She said that SMART has been a part of her life and she did not have the slightest idea that she would assist in bringing a train to serve both counties. She said she was skeptical of the SMART project at the beginning more so because of freight service. She provided the history of how she and Mr. Mansourian introduced the project to State officials. She thanked past and current Board members for working on this phenomenal train. She is going to miss everyone; however, she will be watching, and she had a wonderful experience she will never forget.

Lastly, Chair Rabbitt stated that Director Arnold leaves a positive and lasting impression. Also, thanked Director Hillmer for his service and totally agree that some of the Board's best decisions have been in the personnel front because we have excellent staff to get things done.

4. General Manager's Report

General Manager Cumins thanked Directors Arnold, Connolly and Hillmer for all their support over the years.

General Manager Cumins provided a brief update on the following:

- Emergency Bridge Repair (Update)
- Automated Passenger Counters
- Ridership
- Government Finance Officers Association Certificate of Achievement (GFOA)
- Field Trip Program
- Northbay Biz Magazine
- Questions

Emergency Bridge Repair (Brazos Branch)

- On November 2, 2022, the Board of Directors approved an emergency contract with Koppers Railroad Structures, Inc. and Resolution to repair the Brazos Branch Bridge
- As required by the Public Contract Code, the Board of Directors must review the action item at its regular scheduled meetings until the action is completed, therefore, this item is on today's consent agenda and will continue to be
- The initial work to get the bridge to be passable was completed last Friday, November 11, 2022
- There has not been a change since last Board meeting
- Long-lead bridge timbers ordered and expected to arrive in January 2023
- The Contractor will return to make permanent repairs in January/February timeframe

Automated Passenger Counters

- Automated Passenger Counters (APC) system is a highly accurate way to count boarding
- In March 2020 a contract was awarded
- In July the system was installed
- In August, staff completed testing and accuracy sampling
- In September, diagnostic review and count comparison was conducted
- In October, SMART transitioned to APC passenger counts
- Next Steps: Certification by NTD and calibration of remaining data (bikes, mobility devices, and service parameters)
- The estimated project completion date is scheduled for February 2023

Ridership

- November 2022 ridership count was 52,160, with a low dip due to weather conditions
- Ridership is up 96% over November 2021
- Ridership currently at 80% of pre-COVID

Field Trip Program

- Three school field trips have occurred with 80 students and 20 adults using the train
- There are currently five scheduled field trips until January 2023
- On December 8th there will be fifty-five 4th and 5th graders with 13 adults taking the train from Cotati to Santa Rosa North to visit the Charles Schultz Museum.

General Manager Cumins thanked staff for their efforts in the program and meeting the participants at their starting point for safety presentation and passes. Staff has received positive feedback about the program.

SMART Toy Drive 2022

SMART celebrated the 6th annual toy drive on Saturday, December 3, 2022. Santa was on the train. Toys will be donated to Toys for Tots Campaign. General Manager Cumins thanked SMART staff for organizing the event, Jack Lucas, Controller Supervisor for being Santa Clause and Sonoma County Law enforcement for assisting with the toys.

Northbay Biz Magazine

SMART is on the cover of the December 2022 issue of the Northbay Biz Magazine.

Government Finance Officers Association Certificate of Achievement

General Manager Cumins announced that SMART received for the 9th year the Certificate of Achievement award. The award signifies SMART commitment to producing annual reports that provide full disclosure and transparency of the agency. He presented the award to Accounting Manager, Kathy Holt.

Comments

Chair Rabbitt thanked staff for continuing with great work. He stated that in days like today would be great to be able to be together in person. He asked if the rain affected ridership or first or last mile issues. General Manager Cumins responded that it's the indication of first and last mile issues and the public is sensitive to rain.

Director Coursey said that the FTA reported that nationwide transit use is up to about 66% of 2,019 levels. He asked if staff knew the Bay area figures. General Cumins responded that the Bay area would be slightly less than the national average, probably around 60%. Director Coursey stated that 80% is good for SMART. General Manager Cumins thanked staff for working through various challenges to increase ridership. The commuter rails have been hit hard due to people being able to work from home.

Director Lucan stated that Marin County Transit produces a chart of various transit agencies ridership numbers and SMART is always on the list at number two. He suggested using that information on SMART's ridership materials.

5. Public Comment on Non-Agenda Items

Warren Wells thanked the outgoing Directors for their great work over the past decade in completing the train and making progress towards the pathway.

Doug Kerr stated that on September 1st he emailed the Board asking when SMART plans to fully achieve the purpose of Measure Q, passenger service and pathway from Larkspur to Cloverdale. He addressed his concerns at the November 2nd meeting, and he has not received a response. He said that not receiving a response from the Board means that SMART does not plan on extending service to Cloverdale or doesn't want to discuss the issue. He is disappointed by not receiving a response; however, he is supportive of SMART and would like it to be successful.

Steve Birdlebough thanked the outgoing Directors for their service at SMART. He said that he was on the train yesterday and it still looks new, especially the interior.

Director Fudge responded to Mr. Kerrs' comments. She recalls the email asking for a date when SMART plans on providing passenger service to Cloverdale with or without funds. Director Fudge said that it is impossible to provide a date without having allocated funds to Cloverdale. Funds for the Extension to Windsor are held in Bay Area wide lawsuit. Even if funds are available is difficult to provide dates, since it could take even longer to implement, and construction could have delays. When dates are given and cannot be met, SMART loses credibility and is called liars.

Chair Rabbitt responded to Mr. Kerrs' comments and said that the Board cannot answer the question as to when SMART will provide service to Cloverdale, but it does not mean that there is an indication of lack of priority. He suggested to Mr. Kerr to write a meaningful question and he will get responses.

6. Consent
 - a. Consider and Approve a Resolution to continue virtual Tele/Video Conference Meetings during the COVID-19 State of Emergency
 - b. Approval of Monthly Financial Reports – October 2022
 - c. Approve a Resolution to execute Amendment No. 1 to the Memorandum of Understanding for the Resilient State Route 37 Program
 - d. Determine there is a continued need for emergency action and continue to approve contract No. FR-ER-22-001 for emergency repairs to the Timber Trestle Bridge at Railroad Slough, MP-B38.97, for a total contract amount not to exceed \$425,000

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

MOTION: Director Arnold moved approval of the Consent Agenda Items as presented. Director Garbarino second. The motion carried 11-0 (Director Connolly absent)

7. Review and Accept SMART's Fiscal Year 2021-22 Annual Comprehensive Financial Report and Single Audit – *Presented by Heather McKillop*

Chief Financial Officer, Heather McKillop, introduced SMART's external Financial Auditor Nathan Edelman with Eide Bailly. 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.

Mr. Edelman provided a PowerPoint presentation. Highlights include:

- The Scope of the Audit
 - Audit of the District's Financial Statements
 - Federal Single Audit

- Reporting on identified internal control deficiencies
- Auditor Responsibilities
- Management Responsibilities
- Timing
 - March -May: Audit Planning
 - September – October: Audit Fieldwork
 - June – August: SMART closes books for final preparations
 - November - December: Reporting
- Audit Results
 - Opinion on the Financial Statements
 - Internal Control over Financial Reporting
 - Federal Compliance
- Other Matters
 - GASB 87
 - CalPers
 - County Pool valuation and subsequent event

Ms. McKillop provided the key measurements of the District's financial status are outlined in the Management Discussion and Analysis. It includes the following information.

- Revenues rebounded significantly in Fiscal Year 2021-22 with sales tax collections 12% higher than FY 2021 and fare revenues 82% higher than the previous year. In addition, SMART received \$7.3 million in federal COVID relief operating assistance.
- Operating expenses were \$27.6 million in Fiscal Year 2020-21 and were the same in Fiscal Year 2021-22.
- Assets increased by \$14.5 million which was due to the assumption of freight operations which resulted in the receipt of land, freight rights, and other assets.
- The assets of the District exceeded its liabilities by \$557 million (net position).
- The District's net position increased by \$30.8 million due mainly to the acquisition of freight and higher than anticipated revenues.
- SMART implemented a new accounting standard in Fiscal Year 2021-22, GASB No. 87, related to leases. This required a restatement as of July 1, 2021, and Notes 1 and 5 further explain the effect on SMART's financial statements.

During the audit, after further review, the auditor determined that this transaction fell under GASB 69. GASB 69 covers the transfer or acquisition of operations from one governmental entity to another. Under GASB 69, the land would be valued at the carrying cost of the asset on NCRA's books and not the market value. SMART has corrected the valuation on our books and neither SMART nor the auditor anticipate that this unique situation will be encountered again.

Comments

Chair Rabbitt thanked Ms. McKillop and Mr. Edelman for all their work on the audit.

MOTION: Director Rogers moved Review and Accept SMART's Fiscal Year 2021-22 Annual Comprehensive Financial Report and Single Audit as presented. Vice Chair Pahre second. The motion carried 10-0 (Directors Arnold and Connolly absent).

8. Approve a Resolution to Amend Freight Budget for Fiscal Year 2022-23 – *Presented by Heather McKillop*

Chief Financial Officer, Heather McKillop stated that SMART is five months into the fiscal year and needs to adjust the freight budget. She provided a brief overview and highlights include:

Revenue

- Increase lease revenue by \$99,257 to \$245,000 based on latest revenue collections
- Decrease storage fees by \$67,000 based revenue earned to date
- Add new funding source, 45(G) tax credit in the amount of \$239,190

Expenditures

- Black Point Bridge and Highway 37 Grade Crossing Reconstruction projects, both which came in under budget
- Funds were reallocated to increase the car hire fees
- Fund the fees for the broker for the 45(G) tax credit
- Fund the on-call Bridge Engineer and Bridge Inspections contracts
- Add a contingency of \$80,000
- The difference between the high priority timber bridges and emergency repairs resulted in a short fall of \$892,287

With the changes in revenue and expenditures the net amount that needs to come from the fund balance is \$699,247. This will reduce the fund balance from \$2.1 million to \$1.4 million.

Comments

Chair Rabbitt thanked Ms. McKillop for outlining the table with explanations.

MOTION: Director Garbarino moved to Approve a Resolution to Amend Freight Budget for Fiscal Year 2022-23 as presented. Director Hillmer second. The motion carried 10-0 (Directors Arnold and Connolly absent).

9. Short Range Transit Plan Update (Information) – *Presented by Heather McKillop*

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

- Basis of the Short- Range Transit Plan Requirement
- Reimagine Approach
- Short-Range Transit Plan Purpose
- Scenarios Planning
- Scenarios
- Scenario #4 – SMART Projections
- Questions

Comments

Chair Rabbitt stated that on behalf of Metropolitan Transportation Commission, he appreciates the opportunity to update the projections since the next five years are unpredictable. The anticipated

legislative solution for transit throughout the State of California will be to request Cap and Trade funds to assist over the next 5 years. There will not be another Federal bailout and hopefully, SMART can secure some funds to get through the next 5 years. Lastly, he thanked Ms. McKillop for a thorough update.

10. Authorize the General Manager to Award a Sole-Source Purchase Order to Toshiba International Corporation for the Purchase of Specialized Diesel Multiple Unit Replacement Parts in an amount of \$113,136.97 – *Presented by Ken Hendricks*

Procurement Manager, Ken Hendricks stated that Toshiba International Corporation is the sole manufacturer and distributor of certain specialized train equipment, including the Monitoring and Diagnostic System Unit currently utilized on SMART's Diesel Multiple Units (DMUs). These units were originally supplied by Toshiba International Corporation to Nippon Sharyo when the DMUs were built. Toshiba International Corporation was required to keep additional spare units on-hand to be used for warranty repair and replacement work. The warranty period is expired, and SMART's Vehicle Maintenance Team is requesting to purchase a total of six spare parts.

The Vehicle Maintenance Department does not currently have sufficient spares in stock to support required overhaul services. Additionally, having spares on-hand will potentially prevent trains from being out-of-service.

Given that these units were specifically built for SMART's DMUs, staff was able to negotiate over a 50% discount from that which even Nippon Sharyo paid for these units. SMART has determined the negotiated pricing to be fair and reasonable.

Therefore, staff recommends authorizing the General Manager to award a Sole-Source Purchase Order Toshiba International Corporation for the purchase of these specialized replacement parts in the amount of \$113,136.97.

Comments:

Director Coursey asked if any of the units had been replaced at this time. Mr. Hendricks responded no.

MOTION: Director Rogers moved to Authorize the General Manager to Award a Sole-Source Purchase Order to Toshiba International Corporation for the Purchase of Specialized Diesel Multiple Unit Replacement Parts in an amount of \$113,136.97 as presented. Vice Chair Pahre second. The motion carried 10-0 (Directors Arnold and Connolly absent).

11. Authorize the General Manager to Award a Purchase Order to RELAM, Inc. for the Purchase of Two (2) Hi-Rail Signal Trucks in the amount of \$280,973.22 – *Presented by Ken Hendricks*

Procurement Manager, Ken Hendricks, stated that SMART's Maintenance of Way and Signals Department requires specialized vehicles to perform signal inspection and maintenance work along SMART's Right-of-Way. The vehicles are custom built for railroads to provide the ability to operate on the tracks providing access to areas of SMART's right-of-way that are typically inaccessible using standard road vehicles, as well as properly upfitted to provide the necessary storage for the specialized tools and equipment required to perform the inspections and maintenance.

Two of SMART's existing Hi-Rail Signal Trucks are reaching the end of their useful lives and will require replacement. An Invitation for Bid was issued, and SMART received a total of three bids from the following bidders:

1. Custom Truck One Source
2. Doc Bailey Construction Equipment, Inc.
3. RELAM, Inc.

Completion of review, SMART determined that RELAM, Inc. submitted the lowest responsive responsible bid and is being recommended for this award.

Therefore, staff recommend authorizing the General Manager to award a Purchase Order to RELAM, Inc. for the purchase of two (2) Hi-Rail Signal Trucks in the amount of \$280,973.22.

Comments

Chair Rabbitt asked if there is a resale market available for the older units. Mr. Hendricks responded yes.

MOTION: Director Rogers moved to Authorize the General Manager to Award a Purchase Order to RELAM, Inc. for the Purchase of Two (2) Hi-Rail Signal Trucks in the amount of \$280,973.22 as presented. Director Lucan second. The motion carried 11-0 (Director Connolly absent).

12. Approve a Resolution Authorizing the General Manager to Execute Contract no. FR-BB-22-004 with Koppers Railroad Structures, Inc for the Brazos Branch Timber Bridge Repairs Phase 1 Project for a total contract amount of \$1,165,302 and term through March 31, 2023 – *Presented by Bill Gamlen*

Chief Engineer, Bill Gamlen, stated that the item is to authorize construction repairs to five (5) timber trestle bridges on the Brazos Branch between Novato and Napa River (American Canyon). The work includes repairing or replacing stringers, reconstructing frame bents, repairing walkways and railings and miscellaneous debris removal. This is the first phase of bridge repair work on the Brazos Branch that addresses the most critical repair work.

An invitation for Bid was issued on October 24, 2022, and SMART received three (3) responsive bids, for the bridge repair work on November 22, 2022. Koppers Railroad Structures, Inc. was the lowest responsive and responsible bidder.

Therefore, staff recommend authorizing the General Manager to award Contract No. FR-BB-22-004 with Koppers Railroad Structures, Inc. for a total not to exceed of \$1,165,302 and a term through March 31, 2023 and approve Resolution No. 2022-41.

Comments

Vice Chair Pahre said that there is a lot of work that needs to be completed and asked if the work will be completed by March 2023. Mr. Gamlen responded yes, the contractor is very efficient and should be able to achieve the date.

Chair Rabbitt asked if any additional Freight cost would be incurred. Mr. Gamlen responded that the contractor will work around Freight schedule.

MOTION: Director Arnold moved to Approve a Resolution Authorizing the General Manager to Execute Contract no. FR-BB-22-004 with Koppers Railroad Structures, Inc for the Brazos Branch Timber Bridge Repairs Phase 1 Project for a total contract amount of \$1,165,302 and term through March 31, 2023, as presented. Director Bagby second. The motion carried 11-0 (Director Connolly absent).

13. Approve Citizens Oversight Committee Bylaws – *Presented by General Manager Cumins*

Chair Rabbitt announced that COC Member Steve Rabinowitsh is on Zoom today.

General Manager Cumins stated that the Board of Directors formed an Ad Hoc Committee to develop Bylaws for the Citizens Oversight Committee. In addition, the Citizens Oversight Committee reviewed the draft bylaws and provided feedback.

The report will outline the details of the Citizens Oversight Committee by bylaws. He provided an overview PowerPoint presentation which is posted on SMART's website. Highlights include:

- COC Bylaws Overview
- Purpose
- Duties
- Membership Composition and Eligibility
- Terms
- Chairperson/Vice-Chairperson
- Meeting Schedule
- Training
- Purpose

Chair Rabbitt thanked COC Member Steve Rabinowitsh for attending the meeting today and thanked both staff and the advisory body for providing time to review the bylaws.

COC Member Steve Rabinowitsh stated that he has been a COC member from its inception as so many have. He is attending the meeting today representing COC Chair Colombo as he cannot attend. The COC members reviewed the proposed changes regarding its role at the June 2022 meeting. The COC does support the draft bylaws presented and its clarification of the roles, responsibilities, terms, and meeting dates of the COC. The COC is deeply appreciative of its role in the SMART organization and has had a fine relationship with the Board and staff.

Director Coursey thanked Mr. Rabinowitsh for his service on the committee and his colleagues. He appreciates all the work that's gone into the document and has been useful in getting to this point. The range of groups and individuals that are eligible to be nominated covers everybody in Sonoma County and if they don't recognize themselves in any of those categories that doesn't mean they are not welcome to be nominated or to apply. He asked how the appointment process will take place. General Manager Cumins responded that it will be advertised and start accepting applications. Also, once we know how many of the current members are willing to continue to serve, staff will know how many positions will be available. Hopefully we will see applications coming quickly. We'll be able to go through those and bring those to the Board for consideration at our January meeting. Director Coursey asked how the Board will review the applications and make

recommendations. General Manager Cumins recommends that the Board establish an Ad Hoc Committee to review and make suggestions to the entire Board.

Chair Rabbitt said that hopefully a good stack of applications is received, not knowing how many of the existing COC members are going to stay, and then, who is going to have to fill in. At the end of the day, it be nice to have a well rounded group that represents both counties Marin and Sonoma.

Comments

Duane Bellinger asked if the application will be of public record. District Counsel Lyons responded yes.

Dani Sheehan thanked Directors Arnold, Connolly and Hillmer for all their work for the community. She asked where the application can be located and how many members can be on the COC. General Manager Cumins responded that he is not aware of the limit of members, however it just identifies that SMART needs to have a Citizens Oversight Committee.

Director Bagby asked for clarification of the Citizens Oversight Committee vs Citizens Advisory Committee. General Manager Cumins responded that the bylaws were established in response to the Sonoma County Civil Grand Jury findings and recommendations. The Board agreed that the Citizens Oversight Committee were performing their duties, however there were various discussions to expand their roles and responsibilities. In his opinion, this Committee will add value to SMART.

Director Coursey clarified that on the draft bylaw it indicates for a nine (9) member committee.

Director Bagby has concerns about the low number of members considering the scope and the mission of the district. There is a need for fiscal oversight as well as policy areas that require input. It is important to her that these two types of functions are recognized and understood within the Citizens Oversight Committee

Director Hillmer stated he support Director Bagby comments.

Chair Rabbitt clarified that the statutory requires a fiscal oversight and adding an advisory component could be complicated. SMART is a very lean organization and adding additional committees can pull staff from other duties and workflow. This is a very solid response to the Sonoma County Civil Grand Jury and the body will provide additional recommendation to the Board.

MOTION: Director Coursey moved to Approve the Citizens Oversight Committee Bylaws as presented. Vice Chair Pahre second. The motion carried 10-0 (Directors Arnold and Connolly absent).

14. Approve a Resolution Amending Article II Section 2.05 (2) And Section 6.01 to the Sonoma-Marin Area Rail Transit District Administrative Code Related to Board of Director's Regular Meeting Schedule and Purchasing Agent contract limits – *Presented by General Manager Cumins*

General Manager Cumins provided a brief PowerPoint presentation which is posted on SMART's website. Highlights include:

- Board Meeting Schedule and Purchasing Agent
 - Board Meeting Practice
 - Board Meeting Schedule
 - Assembly Bill 2449
 - Purchasing Agent Contract Limits
 - Questions

Board Meeting Practice

- Implementation Date
- Frequency
- Remote Option for the public
- Location

Board Meeting Schedule

- Two Meetings in January and February
- Start on March 15, 2023, on meeting a month (third Wednesday of the month)
- A Budget Workshop date

Assembly Bill 2249

- Just Cause
- Emergency Circumstances

Purchasing Agent Contract Limits

- Increase contract authority from \$100K to \$200k
- Authority to amend contracts not to exceed \$200k
- All contracts exceeding \$100k will be reported monthly
- Provide the General Manager authority to award emergency contract in consultation with Board Chair and Legal Counsel

Comments

Director Colin thanked General Manager Cumins for the presentations and clarification of Assembly Bill 2249.

Director Coursey asked if establishing an Executive Committee under consideration. General Manager Cumins said that he would be very supportive to having that Executive Committee that can meet bi-weekly.

Director Fudge stated that she appreciates the clarification of Assembly Bill 2249.

General Manager Cumins thanked District Counsel Lyons for providing the clarification of Assembly Bill 2249. District Counsel Lyons stated that the Brown Act requirement will continue with the addition of Assembly Bill 2249.

Director Bagby thanked General Manager Cumins and District Counsel Lyons for the clarification and inputting the feedback from the previous meeting. She said construction cost is high at this time and we might to revisit the General Manager authority amount to process those contracts.

Since the Board is going to start meeting monthly, she suggested having regular check in with the Chair and Vice Chair.

Chair Rabbitt encouraged having monthly contract expense updates.

Dani Sheehan said that this is a great example of streamlining the process to make the meeting more productive. She suggested that COC members have a requirement to attend the monthly Board meetings.

Lastly, Chair Rabbitt appreciates how staff prepares staff reports and the agenda for each board meeting.

MOTION: Director Colin moved to Approve a Resolution Approve a Resolution Amending Article II Section 2.05 (2) And Section 6.01 to the Sonoma-Marin Area Rail Transit District Administrative Code Related to Board of Director's Regular Meeting Schedule and Purchasing Agent contract limits as presented. Director Rogers second. The motion carried 11-0 (Director Connolly absent).

Closed Session – Public Employee Performance Evaluation Comments:

Dani Sheehan acknowledges General Manager Cumins in his leadership and his willingness to meet with the Friends of SMART group. He is available to speak to the community and is eloquent, positive, and he gives the public hope that passenger service will get to Cloverdale.

Steve Birdlebough stated that he is very pleased with his performance.

Chair Rabbitt adjourned the Board to Closed Session at 3:37pm on the following:

15. Closed Session – Public Employee Performance Evaluation – Title: General Manager (Pursuant to Government Code Section 54957)
16. Report Out Closed Session

District Counsel Lyons reported out of Closed Session at 5:02pm on the following:

Closed Session – Public Employee Performance Evaluation – Title: General Manager (Pursuant to Government Code Section 54957); Report Out: Nothing to Report.

17. Next Regular Meeting of the Board of Directors, January 4, 2023 – 1:30 PM
18. Adjournment - Meeting adjourned at 5:03pm.

Respectfully submitted,

Leticia Rosas
Clerk of the Board

Approved on: _____

Resolution No. 2023-01
Sonoma-Marín Area Rail Transit District
January 4, 2023

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

Resolution No. 2023-01
Sonoma-Marín Area Rail Transit District
January 4, 2023

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 4th day of January 2023, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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



David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Vacant
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Vacant
Marin County Board of Supervisors

Chris Coursey
Sonoma County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
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Eric Lucan
Transportation Authority of Marin

Gabe Paulson
Marin County Council of Mayors and
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Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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

January 4, 2023

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

SUBJECT: Monthly Ridership Report – November 2022

Dear Board Members:

RECOMMENDATIONS: Information Item

SUMMARY:

We are presenting the monthly ridership report for activity for the month of November 2022. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices.

With the transition to the Automatic Passenger Counter (APC), SMART now has a highly accurate method of tracking boardings and alightings at stations that does not depend on manual counts by the conductors. The APC system has been tested and validated at a 99% accuracy level and has been certified for passenger count use by the Federal Transit Administration (FTA).

As discussed in prior presentations to the Board, both Passenger Counts and Fare-based collection rider counts are shown to give a full picture of ridership. Passenger Counts capture all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as categories of riders such as children under five years old. Clipper + Mobile App paid fare reports do not capture all riders.

This report compares the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. The report also shows progress so far in the Fiscal Year compared to the same time in the last Fiscal Year, to enable tracking of riders relative to budget expectations. These reports also note relevant details associated with fare program discount usage and trends in riders bringing bicycles onboard.

SMART's rider data for September is posted on the SMART Ridership website (<http://sonomamarintrain.org/RidershipReports>) and SMART's October 2022 data will be posted once validated.

FISCAL IMPACT: None

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

Respectfully,

 /s/
Emily Betts
Principal Planner

Attachment(s): Monthly Ridership Report – November 2022

NOVEMBER 2022 SMART RIDERSHIP REPORT

SMART Ridership Report
January 4, 2023

November 2022 saw a continued ridership gains for SMART, with total boardings 96% over November 2021. Youth ridership remains high, at 13% of total boardings, and SMART had 2,149 Clipper BayPass tagged boardings in November (SRJC pass). Both weekday and weekend ridership are strong, with total average weekday ridership up 88% and Saturday up 46% over November 2021.

November average weekday ridership (2,180) was down slightly from October, likely due to the rainy weather and school holidays. Compared to the 12-month average pre-COVID, SMART has recovered to approximately 85% of pre-pandemic monthly ridership. November 2022 ridership is at 80% of November 2019.

As a reminder, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips, resulting in the current 26 weekday trip schedule. Saturday service was also restored the last two weekends in May 2021, with 3 morning and 3 afternoon round trips. On May 1, 2022, SMART began Sunday service with 12 trips per day, and added 10 additional weekday trips on June 12, 2022. On October 3, 2022, SMART added 2 additional midday trips, for a total of 38 trips per weekday.

The tables below present data for November 2021 and 2022, year-over-year. Ridership for the fiscal year to date is up 93% over the same time period for FY22.

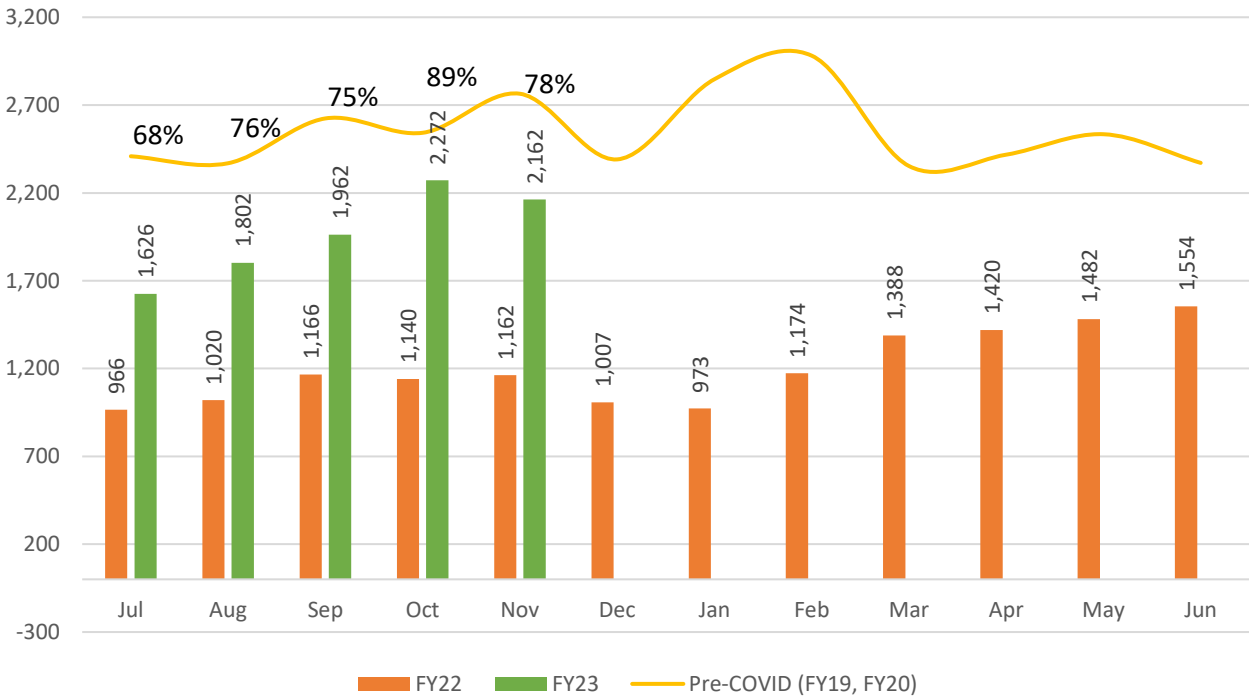
FISCAL YEAR-TO-DATE (JUL - NOV)	Fiscal Year 2022	Fiscal Year 2023	% Change
Ridership	131,187	252,646	93%
Fare Payments (Clipper + App Only)	119,664	215,687	80%
Average Weekday Ridership	1,089	1,966	81%
Average Saturday/Holiday Ridership	646	1,025	59%
Average Sunday Ridership	0	843	N/A
Bicycles	20,572	42,026	104%
Mobility Devices	666	896	35%

Total November ridership has nearly doubled over last November. Bicycles on board are up 108% and passengers boarding with mobility devices is up 59%.

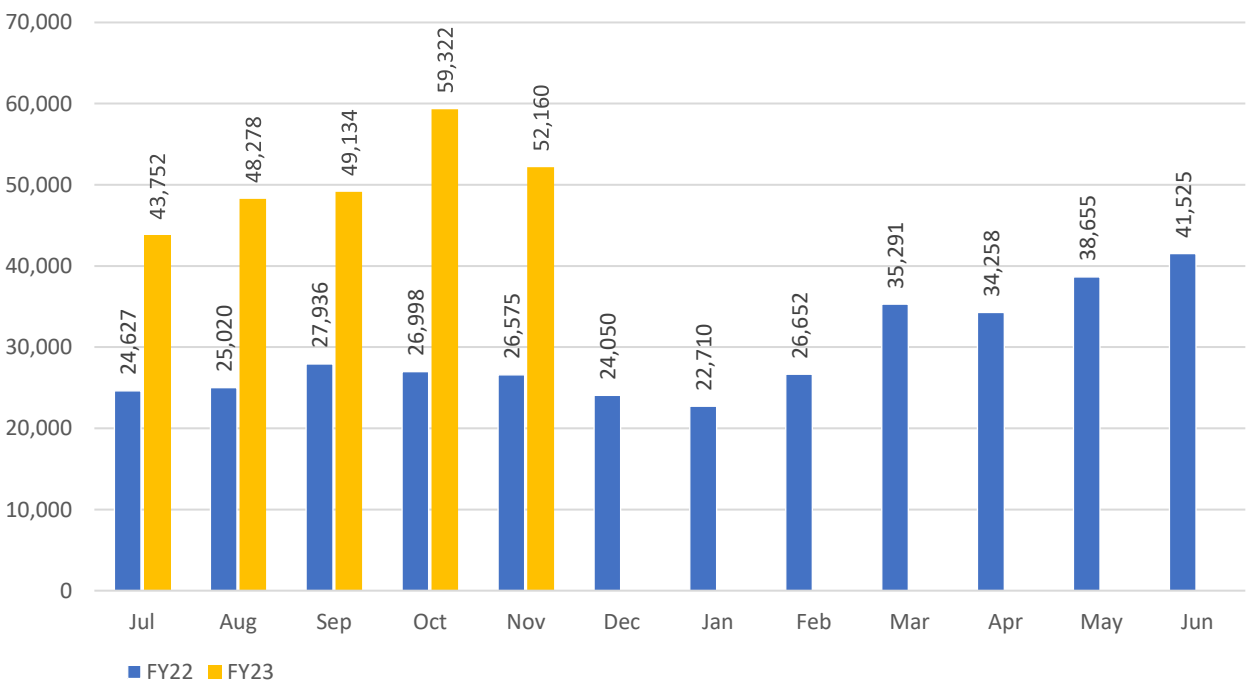
MONTHLY TOTALS YEAR-OVER-YEAR	NOV 2021	NOV 2022	% Change
Ridership	26,575	52,160	96%
Fare Payments (Clipper + App Only)	24,140	40,919	70%
Average Weekday Ridership	1,162	2,180	88%
Average Saturday Ridership	668	974	46%
Average Sunday Ridership	0	932	N/A
Bicycles	3,500	7,265	108%
Mobility Devices	112	178	59%

The following charts compare the average weekday ridership and monthly totals and for FY22-FY23.

SMART Average Weekday Ridership (FY22 vs FY23)



SMART Monthly Ridership (FY22 vs. FY23)





January 4, 2023

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

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5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Approval of the Monthly Financial Reports

SUMMARY:

We have provided budgeted revenues and actual expenditures for both passenger rail and freight in separate charts in the attached document. The actual column reflects revenues and expenditures for July – November 2022. In addition, for passenger rail, we have shown more detail regarding sales tax and fare revenues to show current and comparative information over the last four years.

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

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

Very truly yours,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s):

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



MONTHLY FINANCIAL STATUS NOVEMBER 2022

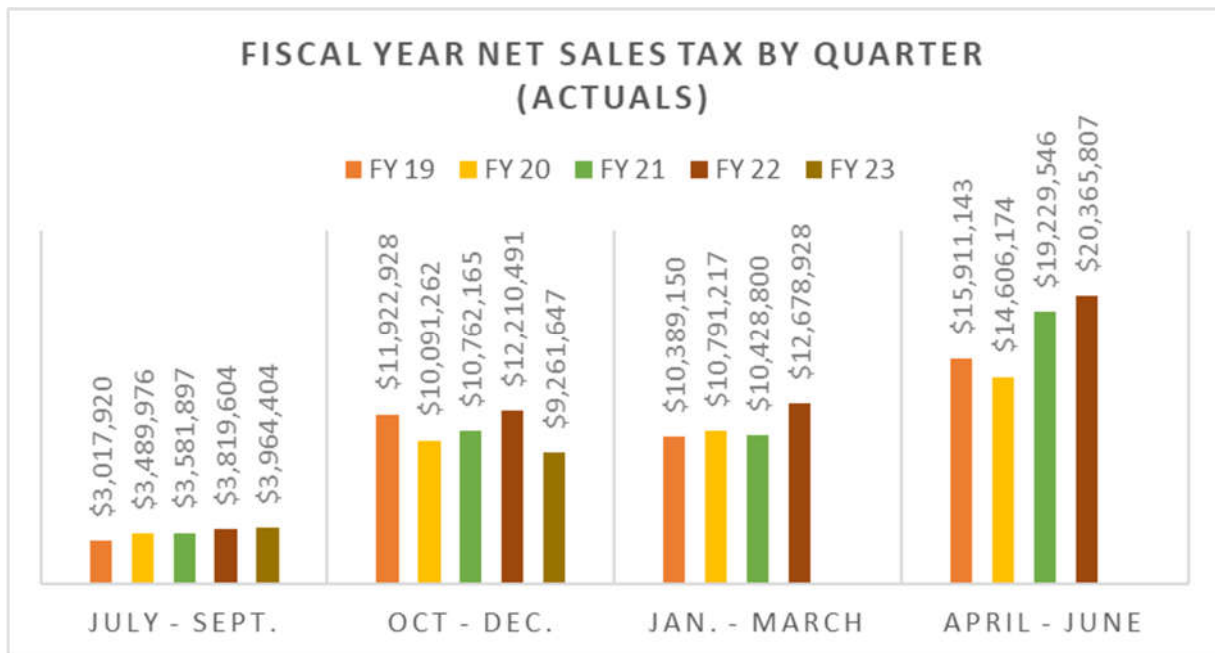
PASSENGER REVENUES

	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget	Comments
Revenues				
Passenger Rail				
Sales/Use Taxes	\$ 51,622,000	\$ 13,226,051	\$ (38,395,949)	Sales Taxes are recorded when received not when earned
Interest and Lease Earnings	\$ 544,381	\$ 444,819	\$ (99,562)	Leases renew throughout the year
Miscellaneous Revenue	\$ 255,900	\$ 66,985	\$ (188,915)	
Passenger Fares	\$ 2,310,768	\$ 644,475	\$ (1,666,293)	
State Grants	\$ 21,224,171	\$ 1,335,012	\$ (19,889,159)	State grants are received throughout the year
Charges For Services	\$ 28,325	\$ (33,976)	\$ (62,301)	Negative "actual amount" is due to a write off. Pursued defect issue of \$132,000 and ended up settling for \$60,000. Difference was written off.
Federal Funds (Non-COVID Relief)	\$ 4,954,529	\$ 244,726	\$ (4,709,803)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Federal Funds (COVID)	\$ 7,507,797	\$ -	\$ (7,507,797)	Federal funds are received on a reimbursable basis. Funds have to be expended before they can be requested.
Other Governments	\$ -	\$ 30,000	\$ 30,000	
Passenger Rail Subtotal	\$ 88,447,871	\$ 15,958,092	\$ (72,489,779)	

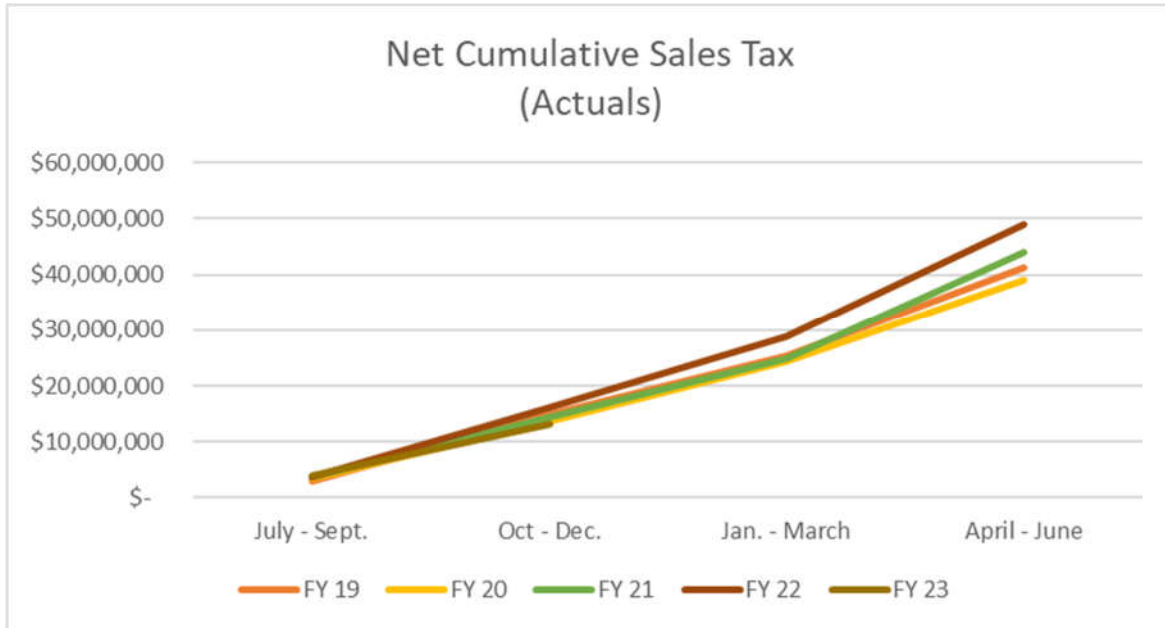
**Measure Q Sales Tax
Fiscal Year (FY) 2022/2023**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
Forecasted FY 23 Budget	\$ 4,017,856	\$ 12,844,262	\$ 13,337,013	\$ 21,422,870
Actual	\$ 3,964,404	\$ 9,261,647		
Difference	\$ (53,452)	\$ (3,582,615)		

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

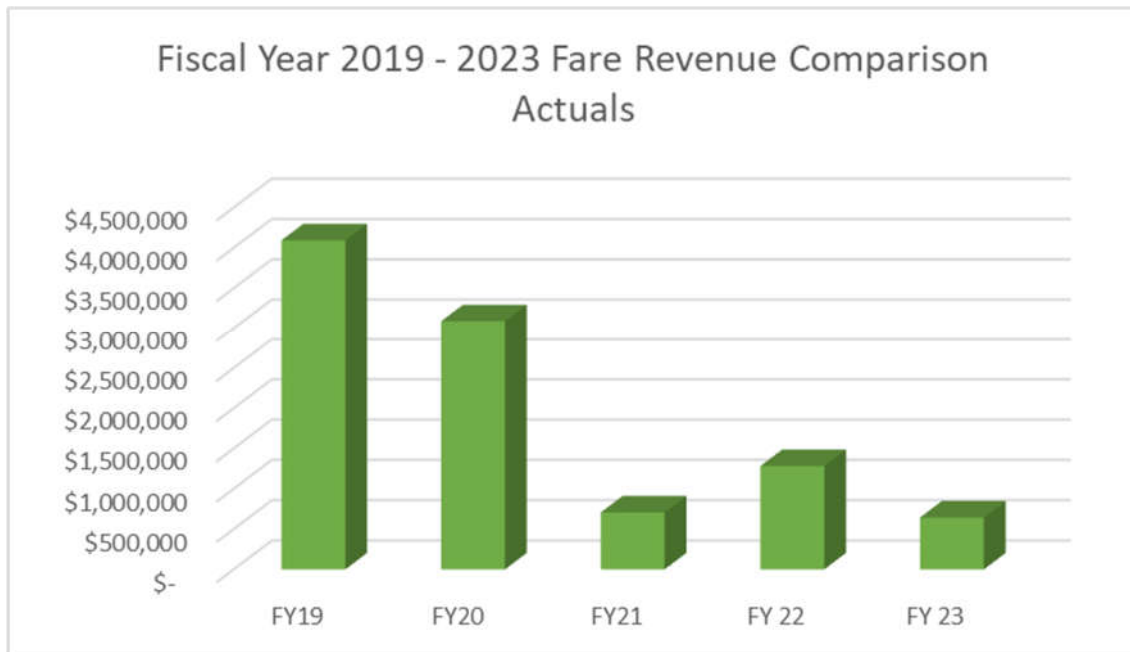


Fiscal Year 2019-2023 Net Cumulative Sales Tax Comparison

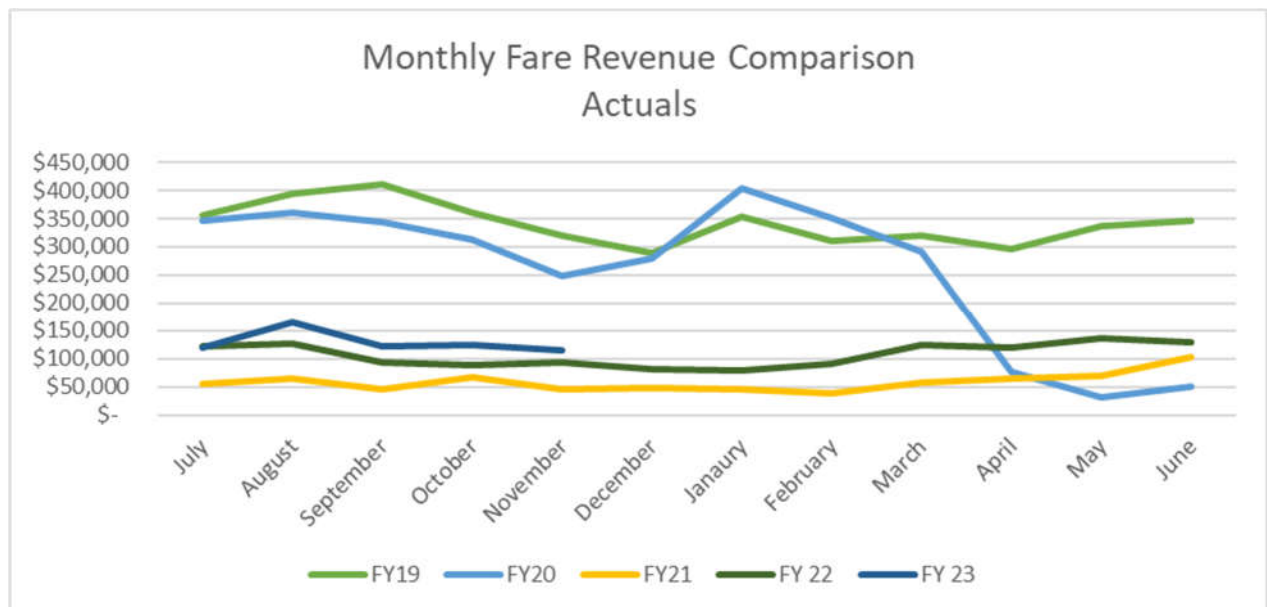


Note: Sales Taxes are recorded when received not when earned.

Fiscal Year 2019-2023 Fare Revenue Comparison



Fiscal Year 2019-2023 Monthly Fare Revenue Comparison



PASSENGER EXPENDITURES

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

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



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



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



	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget
Passenger Expenditures			
Administration			
Salaries & Benefits	\$ 5,535,249	\$ 1,854,368	\$ (3,680,881)
Services & Supplies	\$ 11,927,874	\$ 2,343,682	\$ (9,584,192)
Administration Subtotal	\$ 17,463,123	\$ 4,198,050	\$ (13,265,073)
Operations			
Salaries & Benefits	\$ 16,602,921	\$ 5,808,119	\$ (10,794,802)
Services & Supplies	\$ 6,612,449	\$ 1,568,214	\$ (5,044,235)
Operations Subtotal	\$ 23,215,370	\$ 7,376,333	\$ (15,839,037)
Capital			
Salaries & Benefits	\$ 301,774	\$ 351,649	\$ 49,875
Services & Supplies	\$ 1,505,840	\$ 48,738	\$ (1,457,102)
Capital Subtotal	\$ 1,807,614	\$ 400,387	\$ (1,407,227)
Total Passenger Expenditures	\$ 42,486,107	\$ 11,974,770	\$ (30,511,337)

Passenger (Capitalized) Expenditures			
Buildings & Capital Improvements	\$ 2,756,191	\$ -	\$ (2,756,191)
Machinery & Equipment	\$ 579,333	\$ 479,145	\$ (100,188)
Infrastructure	\$ 20,072,332	\$ 810,479	\$ (19,261,853)
Total Passenger (Capitalized) Expenditures	\$ 23,407,856	\$ 1,289,624	\$ (22,118,232)

Passenger Expenditures + Capitalized	\$ 65,893,963	\$ 13,264,394	\$ (52,629,569)
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FREIGHT REVENUES

	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget	Comments
Revenues				
Freight				
Sales/Use Taxes	\$ -	\$ -	\$ -	
Interest and Lease Earnings	\$ 145,743	\$ 258,527	\$ 112,784	Leases renew throughout the year
Miscellaneous Revenue	\$ -	\$ 249,241	\$ 249,241	Includes 45(G) tax credit
Freight Traffic	\$ 1,100,000	\$ 289,395	\$ (810,605)	
State Grants	\$ 4,206,000	\$ -	\$ (4,206,000)	State grants are received throughout the year
Charges For Services	\$ 92,000	\$ 5,856	\$ (86,144)	Includes freight car storage.
Federal Funds (Non-COVID Relief)	\$ -	\$ -	\$ -	
Federal Funds (COVID)	\$ -	\$ -	\$ -	
Other Governments	\$ -	\$ -	\$ -	
Freight Subtotal	\$ 5,543,743	\$ 803,019	\$ (4,740,724)	

FREIGHT EXPENDITURES

■ 0% - 50% ■ 50% - 75%
■ 75% - 100%



	FY 2022-23 Approved Budget	Actual	Amount Over/ Under Budget
Freight Expenditures			
Administration			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ -	\$ 13,943	\$ 13,943
Administration Subtotal	\$ -	\$ 13,943	\$ 13,943
Operations			
Salaries & Benefits	\$ 893,563	\$ 278,934	\$ (614,629)
Services & Supplies	\$ 1,045,967	\$ 191,828	\$ (854,139)
Operations Subtotal	\$ 1,939,530	\$ 470,762	\$ (1,468,768)
Capital			
Salaries & Benefits	\$ -	\$ -	\$ -
Services & Supplies	\$ 2,505,825	\$ 107,273	\$ (2,398,552)
Capital Subtotal	\$ 2,505,825	\$ 107,273	\$ (2,398,552)
Total Freight Expenditures	\$ 4,445,355	\$ 591,978	\$ (3,853,377)

Freight (Capitalized) Expenditures			
Buildings & Capital Improvements	\$ -	\$ -	\$ -
Machinery & Equipment	\$ 143,000	\$ -	\$ (143,000)
Infrastructure	\$ -	\$ -	\$ -
Total Freight (Capitalized) Expenditures	\$ 143,000	\$ -	\$ (143,000)

Freight Expenditures + Capitalized	\$ 4,588,355	\$ 591,978	\$ (3,996,377)
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CAPITAL PROJECTS

Capital Project Report						
		Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY23 (Includes Amended Budget)	Remaining to be Budgeted in Future Years	Project Status
PASSENGER RAIL PROJECTS						
Windsor Extension		\$ 65,000,000	\$ 24,256,464	\$ -	\$ 40,743,536	Funds on hold, pending MTC lawsuit on RM3 funding. Awaiting Supreme Court decision.
Sonoma County Pathway Connector Project - Design & Construction		\$ 17,482,847	\$ 2,240,211	\$ 10,986,919	\$ 4,255,717	Project has been combined with the Petaluma North Station.
Marin & Sonoma Pathway Design & Permitting		\$ 10,752,215	\$ 604,212	\$ 2,331,354	\$ 7,816,649	In design phase.
McInnis Pkwy. at Bridgewater Dr. to Smith Ranch Rd. Construction (0.74 miles)		\$ 2,158,026	\$ -	\$ -	\$ 2,158,026	In design phase.
Joe Rodota to 3rd St. Construction		\$ 296,824	\$ 17,330	\$ 255,199	\$ 24,295	In design - Construction will depend on grant execution.
Petaluma North Station		\$ 28,041,327	\$ 35,744	\$ 23,901,974	\$ 4,644,704	Recommendation for design contract award is going to the Board on January 4th.
Path-of-Travel Improvements		\$ 501,489	\$ 236,116	\$ 264,523	\$ -	Construction beginning.
Payran to Lakeville Pathway - Design & Construction		\$ 1,140,096	\$ -	\$ 1,140,096	\$ -	Construction underway.
Basalt Creek Timber Bridge Replacement		\$ 626,103	\$ 77,543	\$ 129,888	\$ 418,672	Finalizing design and working with agencies on environmental permitting.
San Antonio Tributary Timber Trestle Replacement		\$ 1,071,264	\$ 81,358	\$ 222,240	\$ 767,666	Finalizing design and working with agencies on environmental permitting.
FREIGHT RAIL PROJECTS						
Black Point Bridge - Fender Replacement		\$ 875,742	\$ 89,044	\$ 722,800	\$ 63,898	Construction is complete.
Highway 37 Grade Crossing Reconstruction		\$ 498,694	\$ -	\$ 498,694	\$ -	Awarded construction contract and long lead materials are being ordered.
Brazos Branch Bridge Repairs		\$ 944,749	\$ 16,594	\$ 915,269	\$ 12,886	Emergency construction is complete, and contract was awarded for the remaining bridges. Long lead materials are being ordered.

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	\$ 36,982,091
Sonoma County Investment Pool *	\$ 65,001,295
Total Cash on Hand	\$ 101,983,386
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 3,574,676
Operating Reserve	\$ 10,000,000
Capital Sinking Fund	\$ 9,625,000
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 32,570,351
Cash Balance	\$ 69,413,035
Less: Current Encumbrances	\$ 8,597,954
Balance	\$ 60,815,081
Less: Estimated FY23 Year-end Fund Balance	\$ 46,537,027
Remaining Balance	\$ 14,278,054
* Does not include funds held by the trustee for debt service	



Contract Summary

Active Contracts as of December 1, 2022

PASSENGER RAIL

Contractor	Scope	Fiscal Year 22/23 Projected	Fiscal Year 22/23 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for all Stations, Roblar, ROC, and Fulton	\$110,000	\$35,760
AI-Media Technologies, LLC	Closed-Captioning Services	\$13,000	\$2,160
Air & Lube Systems, Inc.	Structural Alterations to the Rail Operation Center and Installation of the Wheel Press Machine	\$275,500	\$260,475
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$36,000	\$4,768
Allan Glaesner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$100,000	\$4,204
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$70,000	\$0
American Integrated Services, INC.	On-Call Biohazard Remediation Services	\$50,000	\$0
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$30,091	\$0
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design	\$16,294	\$15,273
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$10,000	\$0
Atlas Copco Compressors, LLC	Air Compressor Maintenance Services	\$8,400	\$0
BBM Railway Equipment, LLC	Wheel Press Machine - Furnish, Install, Configure, Test, Commission, and Train SMART Staff	\$289,392	\$246,636
Becoming Independent	Emergency Bus Bridge Services	\$22,000	\$2,000
Bettin Investigations	Pre-Employment Investigation, Background Screening, and Related Services	\$2,500	\$1,700
BKF Engineers Inc.	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$1,164,451	\$672,156
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$60,000	\$24,986
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$10,980	\$3,660
Business Training Library, LLC	Cloud-Based Learning Courses	\$14,371	\$9
Cinquent & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$20,000	\$2,248
Craft & Commerce, LLC	Marketing and Community Outreach Services and Support	\$200,000	\$12,500
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$947,719	\$0
D Block Security	Security and Patrol Services	\$75,000	\$0
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services	\$43,250	\$0
Dikita Enterprises, Inc	NTD Compliant Passenger Counting Services	\$40,688	\$0
Doc Bailey Construction Equipment, Inc.	Hi Rail Vehicle Inspection, Maintenance, Repair, and Certification Services	\$25,000	\$5,500
Doug Williams	Fire and Life Safety Consultant	\$3,585	\$555
Dr. Lance O'Connor	Occupational Health Screening Services	\$3,000	\$1,280
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$25,000	\$7,200
Eide Bailly LLP	Financial Audit Services	\$50,885	\$28,435
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$13,130	\$0
Empire Cleaners	Operations Uniform Dry Cleaning, Laundering, and Related Services	\$18,000	\$3,799
Environmental Logistics, INC.	On-Call Biohazard Remediation Services	\$150,000	\$0
Gallagher Benefit Services, Inc.	Classification and Compensation Study Services	\$84,350	\$0
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$40,000	\$0
George Hillis Company, Inc.	Third Party Claims Administration Services	\$45,000	\$660
Ghiotti Bros, Inc.	Construction of Non-Motorized Pathway - Lakeville to Payran	\$1,237,052	\$0
Golden Five, LLC	Microsoft 365 Consulting Services	\$44,000	\$35,425
GP Crane & Hoist Services	Cal/OSHA Inspection Services	\$3,960	\$2,200
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$12,248	\$12,248
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$21,215	\$4,416
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$39,610	\$6,602
Hanson Bridgett LLP	Legal Services	\$150,000	\$41,530
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$9,774	\$0
Hogan Lovells LLP	Legal Services - Freight and Passenger Rail Sector	\$50,000	\$8,459
Holland Company	Track Geometry and Measurement Services	\$24,000	\$24,000
Hulcher Services, Inc.	On-Call Derailment Services	\$75,000	\$0
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$16,000	\$6,661
Innovative Business Solutions	Payroll Processing Software	\$31,700	\$9,289
Integrative Security Controls, Inc.	CCTV Maintenance and Support	\$30,000	\$2,218
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$222,122	\$169,683
JMA Civil, Inc.	On-Call Civil & Rail Engineering Design Services	\$44,000	\$0
LC Disability Consulting	Disability Access Consulting	\$12,000	\$2,000
LeaseQuery, LLC	Lease Software Licensing and Software Support Services	\$25,000	\$11,900
Leete Generators	Generator Inspection and Maintenance Services	\$5,000	\$0
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$50,000	\$1,250

Contractor	Scope	Fiscal Year 22/23 Projected	Fiscal Year 22/23 Actuals-To-Date
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$5,000	\$600
Manson Construction Co.	Black Point Bridge Repair	\$552,000	\$0
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$57,000	\$19,000
MaxAccel	Compliance Management Software Design/Implementation/Asset Management	\$58,000	\$12,387
Mike Brown Electric Co.	On-Call Electrical Maintenance	\$25,000	\$0
Mission Linen Supply	Employee Uniform Services	\$32,084	\$7,942
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$91,250	\$22,590
MuniServices, LLC	Sales Tax Recovery Services	\$89,408	\$11,850
Netspeed Solutions, Inc.	SMART Phone System Maintenance	\$15,684	\$11,867
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$2,900	\$0
North Bay Petroleum	Provision of Fuel for DMUs	\$1,474,353	\$553,231
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$200,000	\$52,852
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$8,679	\$3,431
Oil Stop, LLC	Automotive Repair and Service	\$3,500	\$2,034
Oracle	Fusion ERP System	\$60,000	\$13,817
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$27,500	\$2,075
Peterson Mechanical, Inc.	HVAC Maintenance Services	\$24,000	\$0
PFM Financial Advisors, LLC	Financial Advisory Services	\$75,000	\$0
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$255,000	\$219,261
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$31,150	\$11,066
Quinn Covarrubias, a Professional Law Corporation	Legal Services for Rail Transit Matters	\$100,000	\$49,288
SEFAC USA	Portable Lifting Jack Inspection and Certification Services	\$8,000	\$0
Simple Appraisals Inc.	Perform Real Estate Appraisal Services	\$4,000	\$4,000
Sherwood Electromotion, Inc.	Overhaul Services for SMART's Permanent Magnet Alternators	\$60,000	\$9,600
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$150,000	\$0
Sonic.Net	Backhaul Agreement	\$9,451	\$0
Sonoma County Fleet Operation Division	Non-Revenue Fleet Maintenance Services	\$10,000	\$1,739
Sperry Rail Service	Rail Flaw Detection Services	\$13,500	\$0
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$303,219	\$16,868
Stericycle, Inc.	Medical Waste Pick-Up and Disposal Services	\$2,000	\$0
Summit Signal, Inc.	Call-Out Maintenance and Repair Services for Signal Grade Crossings	\$10,000	\$0
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program	\$2,800	\$0
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$8,820	\$0
Traffic Management, Inc.	Project Specific Flagging, Traffic Control and Related Services.	\$10,000	\$2,838
Trailant, LLC	Online Training Program	\$3,000	\$0
Tri Valley Recycling, Inc.	eWaste Collection and Recycling	\$100	\$0
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$2,000	\$1,890
UTCRA, LLC	Wheel Pressing Services	\$25,000	\$0
Van Scoyoc Associates	Federal Lobbying Services	\$30,000	\$15,000
VenTek Transit Inc.	Fare Vending Machine Operations and Maintenance Services	\$282,704	\$41,992
Vista Broadband Networks, Inc.	Broadband Services	\$9,000	\$0
W.J.C. Electric, Inc. dba Hahn Automotive	Non-Revenue Vehicle Repair and Service	\$58,000	\$22,445
West Coast Arborists, Inc.	Tree Trimming and Tree Removal Services	\$30,000	\$1,200
WRA, Inc.	As-Needed Environmental Consulting Services	\$100,000	\$36,805
Totals:		\$10,489,369	\$2,821,513

FREIGHT RAIL

American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$82,765	\$0
American Rail Engineers Corporation	Railroad Bridge Engineering, Inspection, & Design	\$58,406	\$58,405
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$10,000	\$95
DeAngelo Contracting Services, LLC	Assignment of OP-SV-21-006 Vegetation Control Services	\$30,000	\$0
Doc Bailey Construction Equipment, Inc.	Hi Rail Vehicle Inspection, Maintenance, Repair, and Certification Services	\$1,000	\$0
E&M Electric and Machinery, Inc.	Bridge Automation Software Design Services	\$2,500	\$2,466
Freight Rail Tracking Software Vendor	Freight Rail Tracking Software	\$29,574	\$710

Contractor	Scope	Fiscal Year 22/23 Projected	Fiscal Year 22/23 Actuals-To-Date
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$20,882	\$15,009
Hue & Cry, Inc.	Security System at Schellville Depot	\$1,500	\$497
Hulcher Services, Inc.	On-Call Derailment Services	\$25,000	\$0
Lambertus J. Versteegen dba South West Locomotive Repair	Overhaul and Repair Services of Locomotive RP20DB	\$20,000	\$0
Manson Construction Co.	Black Point Bridge Repair	\$552,000	\$0
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$20,000	\$14,351
North Bay Petroleum	Provision of Fuel for DMUs	\$89,000	\$25,878
Rail Power Services, LLC	Mobile Locomotive Maintenance, Repair, and Related Services	\$50,000	\$0
Summit Signal, Inc.	Interim Freight Rail Operation and Maintenance Services	\$80,000	\$34,013
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$1,576	\$983
WRA, Inc.	As-Needed Environmental Consulting Services	\$10,000	\$1,698
	Totals:	\$1,084,203	\$154,105

Actuals-To-Date includes invoices that have been approved as of November 30, 2022, but may not have been processed in SMART's Financial System.



January 4, 2023

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Vacant
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Vacant
Marin County Board of Supervisors

Chris Coursey
Sonoma County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
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Patty Garbarino
Golden Gate Bridge,
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Eric Lucan
Transportation Authority of Marin

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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

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

SUBJECT: Contract No. FR-ER-22-001 for the Timber Trestle Bridge at Railroad Slough
MP B38.97 Emergency Repairs

Dear Board of Directors:

RECOMMENDATION:

Determine there is a continued need for emergency action and continue to approve contract No. FR-ER-22-001 for emergency repairs to the Timber Trestle Bridge at Railroad Slough, MP-B38.97, for a total contract amount not to exceed \$425,000.

SUMMARY:

This emergency item first came to the District's attention on Friday, October 28, 2022, after the posting of the Agenda for the regularly Scheduled November 2, 2022 Board of Directors' meeting. As you will recall the bridge is a critical link to the SMART main line and must be traveled over to serve freight customers in Petaluma. Given that this critical connection is required for SMART to fulfill its common carrier obligations, immediate repairs to the bridge were necessary.

Accordingly, at the November 2, 2022 Board Meeting, the Board determined that there was a need to take immediate action required by the emergency, and approved Resolution No. 2022-37 authorizing the General Manager to execute the emergency contract to perform the emergency repairs in an amount not to exceed \$425,000 (Agenda Item A).

The contractor has already initiated temporary repairs on the pile caps that were crushed, repaired the split timber beams and has begun the procurement of the longer lead items needed to make the proper repairs the bridge.

As previously indicated staff will continue to provide an update on the status of this emergency action, and as required by Public Contract Code §22050, the Board of Directors must continue to review the emergency action at its regularly scheduled meeting and at every regularly scheduled meeting thereafter to determine that there is a need to continue the action.

FISCAL IMPACT: Funding has been identified in the FY 2023 freight budget.

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

Very truly yours,
/s/
Eddy Cumins
General Manager



January 4, 2023

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

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

SUBJECT: Authorize the General Manager to Execute Contract Amendment No. 1 with Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels - North Bay Petroleum for Ongoing Fuel Delivery Services

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Contract Amendment No. 1 to Contract No. OP-SV-20-007 with Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels - North Bay Petroleum to extend the current fuel delivery Service Agreement for one additional year utilizing the first optional period available in the contract and to increase the not-to-exceed amount by \$1,365,000 for a total not-to-exceed amount of \$4,165,000.

SUMMARY:

Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels – North Bay Petroleum was the lowest responsive responsible bidder in response to an Invitation for Bid that was issued late 2020 and was subsequently awarded the Service Agreement at the February 3, 2021, Board Meeting. SMART has received excellent service from Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels – North Bay Petroleum during the initial two-year base term. As the initial two-year term is ending, SMART's Vehicle Maintenance team is requesting to extend the Agreement for one additional year utilizing the first optional period available in the contract.

Staff recommends authorizing the General Manager to execute Amendment No. 1 to Contract OP-SV-20-007 with Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels - North Bay Petroleum to extend the current fuel delivery Service Agreement for one additional year utilizing the first optional period available in the contract and to increase the not-to-exceed amount by \$1,365,000 for a total not-to-exceed amount of \$4,165,000.

FISCAL IMPACT: Funds for this Agreement are included in the Fiscal Year 2022-23 Operations Budget and assumed in the subsequent year.

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

Very truly yours,

 /s/
Ken Hendricks
Procurement Manager

Attachment(s): Nick Barbieri Trucking, LLC DBA Redwood Coast Fuels - North Bay Petroleum Contract Amendment No. 1

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE
SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND NICK BARBIERI TRUCKING, LLC DBA REDWOOD COAST FUELS – NORTH
BAY PETROLEUM**

This First Amendment dated as of January 4, 2023 (the “First Amendment”), to the Agreement for Services by and between Nick Barbieri Trucking, LLC dba Redwood Coast Fuels – North Bay Petroleum (hereinafter referred to as “Service Provider”) and the Sonoma-Marin Area Rail Transit District (hereinafter referred to as “SMART”), dated as of March 1, 2021 (the “Original Agreement,” as amended and supplemented by this First Amendment, the “Agreement”).

RECITALS

WHEREAS, SERVICE PROVIDER and SMART previously entered the Original Agreement on March 1, 2021 to supply diesel fuel and diesel exhaust fluid for SMART’s trains; and

WHEREAS, SMART desires to amend the Agreement to extend the term for one year utilizing the first option to extend available in the Agreement and to increase the not-to-exceed amount by \$1,365,000.00 for a total not-to-exceed amount of \$4,165,000.00; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **“ARTICLE 5. PAYMENT”.** Article 5, Section 5.02 of the Agreement is hereby deleted and replaced with the following:

“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 \$4,165,000.00 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. Each invoice shall provide the following itemized information for each fueling service that took place in the previous month for each location: (i) the fuel type provided; (ii) the number of gallons delivered, (iii) the daily OPIS rate (iv) the contract overhead & margin rate (fixed-fee markup), (v) the total fuel product cost, (vi) the name and location of the supplier (vii) the time in quarter hours to perform the wet-hose fueling service and corresponding labor rate, and (viii) all applicable taxes and fees. SMART is exempt from the payment of Federal and State Excise and Transportation taxes. SMART does not reimburse Service Provider for travel time.

2. **“ARTICLE 6. TERM OF AGREEMENT”**. Article 6, Section 6.01 is hereby deleted and replaced in its entirety with the following:

“The term of this Agreement shall remain in effect through February 29, 2024, with two, one-year options to renew thereafter at SMART’s discretion unless terminated earlier in accordance with the provisions of **Article 7**.”

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 First Amendment as of the date first set forth above.

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Eddy Cumins, General Manager

**NICK BARBIERI TRUCKING, LLC
DBA REDWOOD COAST FUELS –
NORTH BAY PETROLEUM**

Dated: _____

By _____
Randy Parker, Plant Manager

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel



David Rabbitt, Chair
Sonoma County Board of Supervisors

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

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www.sonomamarintrain.org

January 4, 2023

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

SUBJECT: Authorize the General Manager to Award Contract No. CV-PS-22-003 with CSW Stuber - Stroeh Engineering Group, Inc. (CSW|ST2) for a total contract amount of \$1,300,019

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2023-02 authorizing the General Manager to Award Contract No. CV-PS-22-003 with CSW Stuber- Stroeh Engineering Group, Inc. (CSW|ST2) for the Design of the Petaluma North Station and Minor Design Modifications to Pathways and Grade Crossings for a total contract amount of \$1,300,019.

SUMMARY:

This professional services contract for civil and systems engineering design services will prepare construction documents for the:

- Petaluma North Station and parking lot
- Reconstructing the McDowell Blvd grade crossing
- Modifying pathway drawings to incorporate the Petaluma North Station, and incorporate design changes at grade crossings

These project components are being brought together into a single design and construction package due to their geographic overlap, the benefits of managing a single contractor within the SMART right-of-way, and funding requirements. The Southpoint Blvd. to Main St. pathway crosses through the McDowell Blvd grade crossing and passes by the Petaluma North station. Additionally, the Southpoint Blvd. to Main St. pathway project was funded with the Golf Course Dr. to Bellevue Ave. pathway project, meaning they must be constructed under a single contract.

The Petaluma North Station and Minor Design Modifications to Pathways and Grade Crossings Project represents a number of improvements including a new station to provide service to East Petaluma, improve a very busy grade crossing at McDowell Blvd. and fill in two (2) important segments of pathway completing connections between Petaluma to Penngrove as well as Rohnert Park to Santa Rosa.

SMART issued a Request for Proposals on November 1, 2022, for Civil and Systems Engineering Design. SMART received three (3) responsive proposals on December 6, 2022. A selection committee reviewed and evaluated the Proposals against the criteria identified in the solicitation. Based on the Selection Committee's evaluation SMART concluded that CSW|ST2 was the highest-ranking proposer. CSW|ST2 is a locally owned certified Small Business Enterprise (SBE) and the signaling systems subcontractor Pacific Railway Enterprises is a certified Disadvantaged Business Enterprise (DBE). The team showed an excellent understanding of the scope of work and concerns/needs. CSW|ST2 also outlined a satisfactory project approach and demonstrated an excellent history of providing similar services. SMART and CSW|ST2 negotiated a fair and reasonable price of \$1,300,019.00 for the work, which is in line with the Engineer's estimate.

This work was amended into the Fiscal year 2023 budget in October 2022 and will be funded using Sonoma County Transportation Authority (SCTA) Measure M funds. Contract completion expected in June 2023.

Staff recommends approval of Resolution No. 2023-02 authorizing the General Manager to award Contract No. CV-PS-22-003 to CSW|ST2 with a total not to exceed of \$1,300,019.

FISCAL IMPACT: This work is identified in the 2023 Capital Plan and included in the capital budget for Fiscal Year 23.

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

Very truly yours,

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

Attachment(s): 1) Resolution No. 2023-02
2) CSW Stuber- Stroeh Engineering Group, Inc. Contract No. CV-PS-22-003

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. CV-PS-22-003 TO CSW/STUBER-STROEH ENGINEERING GROUP, INC.
FOR THE DESIGN OF THE PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO
PATHWAYS AND GRADE CROSSINGS**

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) is preparing to design the Petaluma North Station, finish the designs of the McDowell Blvd Reconstruction, and modify the design of the Southpoint Blvd. to Main St. and Golf Course Dr. to Bellevue Ave. multi use pathway projects; and

WHEREAS, SMART issued a Request for Proposals on November 1, 2022, for professional Engineering Design services; and

WHEREAS, SMART received and evaluated three (3) proposals on December 6, 2022; and

WHEREAS, SMART determined that CSW/Stuber-Stroeh Engineering Group, Inc. was the highest-ranking proposer and negotiated a fair and reasonable price for this scope of work; and

WHEREAS, this contract is funded by Sonoma County Transit Authority (SCTA) Measure M sales tax; and

WHEREAS, the potential environmental impacts of the Sonoma Marin Area Transit Project, inclusive of the Petaluma North Station Project, were identified and analyzed in accordance with the requirements of CEQA by SMART, and an Environmental Impact Report was Certified by resolution addressing potential environmental impacts of the Project (SMART EIR, SCH# 2002112033); and

WHEREAS, SMART has determined based on its review of the environmental documents and findings therein, that there have not been any changes to the project or that there is any other relevant new information not previously analyzed or anticipated, that warrant subsequent or supplemental environmental review under CEQA Guidelines Section 15162;

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. CV-PS-22-003 with CSW/Stuber-Stroeh Engineering Group, Inc., for a total contract amount of \$1,300,019.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 4th day of January 2023, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of January 4, 2023 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and CSW/Stuber-Stroeh Engineering Group, Inc. (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a licensed and qualified design engineering firm experienced in the areas of commuter rail station design, grade crossing and pathway design, construction, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to design and engineer the Petaluma North Station and finalize construction drawings for the North McDowell Boulevard grade crossing and Segment 2 and 3 Class I non-motorized pathways located in Sonoma County; 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

ARTICLE 3. REQUEST FOR SERVICES.

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

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

ARTICLE 4. SCOPE OF SERVICES.

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

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

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

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART.
- (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:
 - Robert Stevens – Project Manager (CSW/Stuber-Stroeh Engineering Group)
 - Julia Harberson – Civil Engineering Design (CSW/Stuber-Stroeh Engineering Group)
 - Josh Woelbing – Survey Management (CSW/Stuber-Stroeh Engineering Group)
 - Ron Kappe – Peer Review (Kappe Architects)
 - Shawn Cullers – Structural Engineering (Cornerstone Structural Engineering Group)
 - Jennifer Saccombe – Communications Design (Pacific Railway Enterprises)
 - Eric Roe – Signal Design (Pacific Railway Enterprises)

Eldridge Bell – Electrical Engineering (Aurum Consulting Engineers)
Najib Anwary – Electrical Engineering (Aurum Consulting Engineers)

ARTICLE 5. PAYMENT.

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

Section 5.01 Consultant shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work and Timeline (Exhibit A) in accordance with the milestone payment structure included in the Schedule of Rates (Exhibit B) for a total amount of \$1,300,019.00, regardless of whether it takes Consultant more time to complete or costs are more than anticipated. The total amount paid to Consultant includes compensation for all work and deliverables, including travel and equipment described in the Exhibit A Scope of Work and Timeline. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total amount of compensation will be negotiated between Consultant and SMART. Adjustment in the total amount of compensation will not be effective until authorized by written Amendment and approved by SMART.

Section 5.02 The milestone payments included in the Exhibit B Schedule of Rates shall be paid in arrears upon the successful completion of all work required.

Section 5.03 Consultant shall invoice SMART on a milestone basis in accordance with the Exhibit B Schedule of Rates. Invoices shall detail the tasks performed on each milestone, the deliverables submitted, and certified payroll reports for all covered work. SMART shall pay Consultant within 30 days after submission of the invoices.

Section 5.04 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Consultant after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

Section 5.05 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures and 2 CR Part 200 shall be used to determine the allowability of individual terms of cost. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through June 30, 2023, 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 Consultant.

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

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

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

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

ARTICLE 8. INDEMNIFICATION

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section 8 apply whether or not there is concurrent negligence on SMART's part, but to the extent required

by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its Subcontractors, Consultants, and other agents to maintain, insurance as described below. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, SMART requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SMART.

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

Section 9.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing.

Section 9.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass, or crossing.

Section 9.04 Professional Liability Insurance (Errors and Omissions). Professional Liability insurance with limit no less than \$5,000,000 per occurrence or claim.

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 named 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.

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

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

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

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder. Consultant and 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. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.

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

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

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

Section 12.06 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, 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 Project Manager:	Sonoma-Marín Area Rail Transit District Attn: Michael Wiltermood 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 mwiltermood@sonomamarintrain.org 707-285-8188
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If to SMART Billing:

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

If to Consultant:

CSW/Stuber-Stroeh Engineering Group, Inc.
Attn: Robert Stevens
755 Baywood Drive, 2nd Floor
Petaluma, CA 94954
rstevens@cswst2.com
415-533-1864

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

ARTICLE 16. SUBCONTRACTORS

Section 16.01 Responsibility of Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the SMART and any Subcontractors, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to SMART for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subcontractors is an independent obligation from SMART's obligation to make payments to the Consultant.

Section 16.02 Substitutions of Subcontractors. Any substitution of Subcontractors must be approved in writing by the SMART Manager in advance of assigning work to a substitute Subcontractor. Subcontractors for this project include: Kappe Architects, Pacific Railway Enterprises, Cornerstone Structural Engineering Group, and Aurum Consulting Engineers.

Section 16.03 Subagreements. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subcontractor unless otherwise noted.

Section 16.04 Prompt Progress Payment. Consultant or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subcontractor to a subcontractor, Consultant or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

Section 16.05 Prompt Payment of Withheld Funds to Subcontractors.

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

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

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

ARTICLE 17. PREVAILING WAGE RATES.

Section 17.01 Registration with Department of Industrial Relations (DIR). No Consultant or Subcontractor may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code

§1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

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

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

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

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

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

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

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

If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Consultant of the project is not liable

for the penalties described above unless the prime Consultant had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- A. The Agreement executed between the Consultant and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- B. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
- C. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
- D. Prior to making final payment to the Subcontractor for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

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

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

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

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

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

ARTICLE 18. CLAIMS FILED BY SMART'S CONSTRUCTION CONTRACTOR

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

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

ARTICLE 19. MISCELLANEOUS PROVISIONS.

Section 19.01 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 19.02 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 19.03 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 19.04 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 19.05 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 19.06 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 19.07 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 19.08 Inspection of Work. Consultant and any subcontractor shall permit SMART to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

Section 19.09 Safety. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by SMART. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Section 19.10 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 19.11 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: CSW/STUBER-STROEH ENGINEERING GROUP, INC.

By: _____
Robert Stevens, President

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marin Area Rail Transit District (SMART) is contracting with CSW/Stuber-Stroeh Engineering Group, Inc. (“Consultant”) to conduct and coordinate specified tasks related to preparing and advancing the design of the Petaluma North Station, North McDowell Blvd. Reconstruction, and Non-Motorized Pathway Segments.

The Consultant shall be required to sign SMART’s Confidentiality and Non-Disclosure Agreement prior to the start of any work being performed under this Agreement given the Safety Sensitive Information “SSI” that will be handled during the performance of the contract.

II. Project Management

All work shall be initiated, scheduled, and reviewed by SMART’s Chief Engineer or designee (hereinafter “SMART Manager”).

III. Scope of Work

Consultant shall complete Civil and Systems design for the new Petaluma North Station, North McDowell Boulevard at-grade crossing reconstruction, and 2 segments of non-motorized pathway (“NMP”) located in Sonoma County. The scope of work includes preparing final issued for construction drawings, developing designs, integrating work elements, and supplemental specifications.

A. Electronic Design Files

1. Designer will be supplied with design files in native AutoCAD format to serve as a basis upon which to advance and complete the design and prepare the Issued for Construction package. SMART’s goal is to maintain consistency, minimize the level of effort required and expedite the completion of the design.
2. Autodesk Construction Cloud
 - a. All AutoCAD files shall be uploaded and maintained on Autodesk Construction Cloud and organized in accordance with the District’s administrator’s guidelines.
 - b. Version Control shall be implemented in accordance with the District’s administrator’s guidelines.

3. Design packages include the following project elements, at the associated levels of design completion
 - a. Petaluma North Station – 10% Concept
 - b. North McDowell Blvd. – 75% design complete
 - c. Pathway Segment 2 – Southpoint Blvd. to Main St. - 100% design complete
 - d. Pathway Segment 3 – Golf Course Dr. to Bellevue Ave. - 100% design complete

B. Design Package Scope

1. Petaluma North Station

Consultant will prepare a complete Civil and Systems design package for the new Petaluma North Station located South of Corona Road in Petaluma, including train control components, communications, grade crossing warning, parking lot, and incorporation of adjacent 100% designed pathway work and signalized crosswalk of Corona Rd. A preliminary design for the station layout is complete. Incorporate station access from the adjacent pathway including pedestrian gates. This task will include the development of engineer's estimate, bid sheet, and bid item descriptions, as well as finalizing and completing the technical specifications to include special specifications (*Refer to Attachment I – "Station Design Materials" included in the Request for Proposal which is hereby incorporated into this Agreement by reference*).

For system design work, refer to Attachment J – "System Standard References" included in the Request for Proposal which is hereby incorporated into this Agreement by reference for a baseline.

- i. The station configuration will be a single side platform, a standard used throughout SMART's alignment, oriented on the west side of the track, with an ADA-compliant ramp on the north end of the platform, and an emergency egress stairway on the south end of the platform. The station platform and station area design will include:
 1. "Standard" SMART side platform.
 2. Access ramp on north end and emergency stairs on south.
 3. Two station platform shelters.
 4. Standard SMART platform amenities – kiosk, waste/recycle receptacles, lighting, cameras, speaker, etc.
 5. Provisions for three (3) card readers: two at south ramp, & one at the TVM.
 6. Provisions for one ticket vending machine.
 7. Bike lockers (8 bike capacity) & bike rack (10 bike capacity).

8. Construct sidewalk along the south side of Corona Road between existing sidewalk west of track to east of track.
9. New pedestrian path-of-travel across track at Corona Road— including panels, conduits and foundations, grade crossing warning system replacement and devices including new 8'x8' signal house, pedestrian & emergency swing gates, truncated domes, striping, stencils and pedestrian channelization fencing.
10. Electrical service, panel, conduits, pull boxes, and all appurtenances for station-area loads, including station devices, communication cases, lighting, and signal house.
11. Underground conduits and pull boxes connecting communication cases, wayside signals, track circuits, power switch machines, and SMART's fiber optic ductbank to the new signal house adjacent to the station platform.
12. Control point, consisting of a gauntlet track, power switch machines, 10'x16' signal house, high 3-aspect signals, vital microprocessors, track circuits, cab generators, redundant grade crossing predictors.
13. Train Control Fiber optic network connecting Petaluma North Gauntlet Control Point to adjacent locations.
14. Station area network, including station communications cabinet and station communications equipment housed in control point signal house, serving fare collection, fare validation and CCTV systems. No radio coverage studies are required to be performed.
15. Station area and park and ride CCTV system, along with provisions for additional data storage at SMART's Rail Operations Center.
16. CCTV cameras at Corona Rd. providing field of view of the traffic and pedestrian crossing.
17. Parking Lot. This task will include the design of a new parking lot supporting the Petaluma North Station. This will be a surface parking lot that will include a kiss and ride lot, CCTV, lighting, and storm water quality components consistent with the California Building Code. Consultant will provide the following:
 - a. Technical Studies. Consultant will complete additional topographic surveys with the parking area along the south side of Corona Road. In addition, the Consultant shall complete four samples of subsurface soil to determine the R-value for use in pavement design.
 - b. Concept Plan. Consultant will prepare concept plan illustrating the layout of the parking lot and

related amenities. This will include a frontage improvement along Corona Road. Consultant will provide a screen check for review by SMART. Following this review, Consultant will prepare a draft document for formal review. SMART will coordinate the review with the developer and the City.

- c. Consultant will prepare documents at the 50%, 90%, 100%, and IFC level with the station plans. These will include the following:
 - i. Layout, Striping, and Paving Plan
 - ii. Grading and Drainage Plan
 - iii. Corona Road frontage improvements limited to curb, gutter, sidewalk, and striping.
 - iv. Lighting Plan
 - v. Electrical plan for vehicle chargers
 - vi. CCTV Plan
 - vii. Erosion Control details
 - viii. Specifications, bid schedule, and cost estimate.
 - ix. Hydrology and hydraulics report consistent with BASMAA standards for water quality.
 - x. Assumptions. Consultant has made the following assumptions for this task:
 - 1. No planning or building permits are required.
 - 2. No environmental review is required.
 - 3. Major modifications to Corona Road are not included.
 - 4. Offsite storm water improvements are not included.
 - 5. The project will include one fire water service to the parking lot. Upsizing of the water main in the public right of way is not included in this scope of work.
 - 6. No flood zone modification is included in this work.
 - 7. No landscape or irrigation design is included in this scope of work.
 - 8. Boundary and easement mapping for the parcel will be provided by SMART.

9. All site signage is SMART standard or typical regulatory signs.

2. North McDowell Boulevard Crossing Reconstruction

- a. Complete civil and systems design for the reconstruction of one (1) railroad grade crossing at North McDowell Blvd., including train control components, communications, grade crossing warning, and incorporation of the adjacent 100% designed signalized pedestrian crossing of North McDowell. Design is at roughly 75% level of completion. Typical sections as well as alignment are prepared. *(Refer to Attachment H – “Prepared Plansets” included in the Request for Proposal which is hereby incorporated into this Agreement by reference).*

This task includes finalizing and completing technical specifications to include special job specific specifications *(Refer to Attachment I – “Station Design Materials” included in the Request for Proposal which is hereby incorporated into this Agreement by reference)*, development of engineers estimate, bid sheet, and bid item descriptions.

For system design work, refer to Attachment J – “System Standard References” included in the Request for Proposal which is hereby incorporated into this Agreement by reference for a baseline.

Crossing shall be replaced in kind with the below provisions:

- i. Switch from 136 RE to 115 RE
- ii. Electrical service, panel, conduits, pull boxes, and all appurtenances for area loads, including grade crossing warning system signal houses.
- iii. Underground conduits and pull boxes connecting communication cases, track circuits, and SMART’s fiber optic ductbank to the new signal houses associated with the grade crossing warning system.
- iv. Grade crossing warning system replacement, including new signal house(s) minimum 8’x8’ in size, pedestrian gates, track circuits, redundant grade crossing predictors.
- v. Train Control Fiber optic network connecting grade crossing warning system signal houses to adjacent locations.
- vi. 2 CCTV cameras with multiple lenses providing field of view of the crossing, including both pedestrian crossings.

3. Pathway Segment 2 – Southpoint Boulevard to Main Street

- a. Refine 100% pathway design to conform to consultant’s design for the Petaluma North Station. Pathway design includes modifications to existing pathway alignment necessary to provide a connection to the new Petaluma North Station on the south side of Corona Road, designed in

coordination with the station design. *(Refer to Attachment H – “Prepared Plansets” included in the Request for Proposal which is hereby incorporated into this Agreement by reference).*

For system design work, refer to Attachment J – “System Standard References” included in the Request for Proposal which is hereby incorporated into this Agreement by reference for a baseline.

- b. Designer shall revise the pedestrian crosswalk at Southpoint Blvd. to incorporate a wireless flashing pedestrian warning system. At Ely Rd consultant shall complete systems design of grade crossing warning devices including preemption.
 - i. Ely Road
 - 1. Additional equipment and terminations for one new flasher to be housed in existing signal house. Anticipated design will use existing ElectroLogIXS microprocessor and XIP 20-B panels.
 - 2. Design includes removal of cantilever in NE quadrant, and relocation and reorientation of existing entry gates in NE and SW quadrants.
 - 3. Design also includes the addition of simultaneous preemption interconnect.
- 4. Pathway Segment 3 – Golf Course Dr. to Bellevue Ave
 - a. Pathway design includes railroad systems designs for the addition of pedestrian warning devices at Todd Road and Scenic Road. Also includes modifications to the traffic control devices proposed for the pathway crosswalks at Bellevue Avenue, Scenic Road, & W. Robles Avenue to incorporate a wireless flashing pedestrian warning system. *(Refer to Attachment H – “Prepared Plansets” included in the Request for Proposal which is hereby incorporated into this Agreement by reference).*

For system design work, refer to Attachment J – “System Standard References” included in the Request for Proposal which is hereby incorporated into this Agreement by reference for a baseline.

- b. Pedestrian gates are to be integrated into the grade crossing warning system at Scenic Road, and Todd Road.
 - i. Scenic
 - 1. Additional equipment and terminations for two new pedestrian gates to be housed in existing signal house. Anticipated design will use existing ElectroLogIXS microprocessor, reallocation of existing inputs and outputs, revised vital software, additional IXC module, XIP-20B panel, and all necessary appurtenances.

2. Design includes removal of cantilever in SW quadrant, and relocation and reorientation of existing entry gate in SW quadrant, along with replacement of existing vehicle detection loops as necessary.
- ii. Todd Road
 1. Additional equipment and terminations for two new pedestrian gates to be housed in existing signal house. Anticipated design will use existing ElectroLogIXS microprocessor, revised vital software, additional IXC module, XIP-20B panel, and all necessary appurtenances.
 2. Design also includes the addition of simultaneous preemption interconnect.

C. Services to be Provided

The Consultant shall provide all services necessary to complete the engineering design tasks. Specifically, the Consultant will be required to complete the following tasks:

1. **Project Management** - The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes, but is not limited to:
 - a) Coordination of weekly meetings with SMART staff and key Consultant design personnel including project manager and lead designers. Consultant shall prepare and circulate meeting agendas and minutes.
 - b) Coordinate work activity with the project staff.
 - c) Update SMART on the design progress and establish work priorities.
 - d) Identify key issues and major decisions and bring them to the attention of the SMART management for resolution and decision making. Consultant shall provide a recommended solution/resolution(s) for SMART's consideration.
 - e) Ensure that appropriate arrangements are made to satisfy SMART, local, state, and federal requirements for quality assurance, safety and security, and environmental compliance. Consultant shall not be responsible for revision of any Positive Train Control Plans ("PTC")
 - f) Provide 7-day period for SMART review and comment on each submittal.

DELIVERABLES:

Monthly status reports are to be included with each invoice that summarize work completed during the billing period, progress to date, challenges, schedule update, and other relevant project management metrics to monitor the progress of the work.

Engineering Design – Perform design activities needed to complete the final design such as Geometrics, Hydraulics, Traffic Operations, Train Control, Grade Crossing Warning Systems, Communications, Electrical, etc. The designer shall comply with SMART’s Design Criteria Manual, and the following:

- a) Develop detailed design drawings, including, but not limited to:
 - a. Structural details for station design
 - b. Drainage structures
 - c. Lighting diagrams for station area
 - d. Track Drawings
 - e. Station Area Drawings
 - f. Electrical Drawings
 - g. Train Control Drawings
 - h. Grade Crossing Warning System Drawings
 - i. Communication Drawings
 - j. Class I pathway construction drawings
- b) Develop detailed engineering designs with sections, details, and supporting calculations.
- c) Develop supplemental technical specifications. SMART will provide draft standard specifications.
- d) Conduct field surveys as needed to complete design.
- e) Create utility composite drawings that show existing utilities, existing easements, potential utility conflicts and the resolution for the conflicts, and fencing alignment. Consultant shall pothole where utility conflicts are anticipated, or where the design dictates underground structures such as, but not limited to, signal foundations, traffic pole foundations, and station amenities.
- f) Modify existing grade crossing approach plans, including changes necessary for near-side stop operation at North McDowell Boulevard and Corona Road.
- g) Modify existing E-ATC Control Line Diagrams depicting all appropriate changes to speed commands for freight and passenger equipment associated with the enforced near side station stops, and other changes associated with the implementation of the project elements. Optimize speed commands for passenger equipment operation for station stops.
- h) Perform independent verification of block design changes to confirm that changes are safely implemented in compliance with SMART’s block design criteria, and manufacturer’s safety-related application conditions.
- i) Prepare conduit and cable schedules and plans that details all conduit and cable sizes, types, consist, function, origin, and destinations, including copper and fiber optic signal and communications cables.
- j) Prepare site layout plans that depict all signal houses, track, track circuits, warning devices, foundations, power switch machines, insulated joints, predictor circuits.

- k) Prepare signal house layout plans that depict all equipment dimensions, types, locations, elevations, terminal boards, cable entries.
- l) Prepare voltage drop calculations demonstrating that the design meets the manufacturer's recommended guidelines and industry best practices.
- m) Prepare traffic signal preemption interconnect diagrams.
- n) Prepare communication node and communication case layout plans that depict all equipment dimensions, types, locations, elevations, terminal boards, cable entries.
- o) Prepare communications block diagrams
- p) Modify existing Fiber Optic Topology Diagram to include new RSTP loop and connections to device locations.
- q) Traffic signal design includes preemption interconnection to railroad equipment, interconnection to neighboring traffic signals, power and load calculations, signal design, required striping and signage, raceways, pull boxes, and power drops that adhere to the roadway jurisdictions requirements.
- r) Grade crossing warning system designs includes approach lengths, approach frequencies, near-side stop operations, raceways, pull boxes, cameras, and foundation designs for pedestrian gates, vehicle gates, and cantilevers.
- s) Hydrology calculations for station area
- t) Designers shall comply with SMART Design Criteria Manual and applicable codes, regulations and standards.
- u) Prepare detailed construction cost estimates, bid sheet and detailed bid descriptions for the work. The estimate shall be based upon the construction documents and shall correspond to the contract bid sheet. Each project component (Station, McDowell Blvd, Segment 2 Pathway, & Segment 3 Pathway) will need independent bid sheets for cost tracking of each project component individually.
- v) All design documents shall be signed and stamped by a licensed Professional Engineer registered in the state of California.

DELIVERABLES:

- 1. Petaluma North Station
 - a) 50% Civil and Systems Design Package
 - i. Site plan of station area including at minimum:
 - I. Index listing all civil and systems sheets proposed to be included in IFC package.
 - II. Utility composite drawings including any conflicts with station design. Consultant shall pothole where utility conflicts are anticipated, or where the design dictates underground structures such as, but not limited to, signal foundations, traffic pole foundations, and station amenities.
 - III. Station platform and ramps.

- IV. Station plaza and public access from Corona, including path of travel in station area and across track on south side of Corona Road.
- V. Trackwork, including temporary trackwork for station construction, and plan and profile of mainline and gauntlet track, including points of switch.
- VI. Signal house and comm case sizes and locations.
- VII. Grade crossing warning devices.
- VIII. Electrical service connection for all station area loads.
- IX. Site utility plan depicting all existing overhead and underground utilities and identifying all utility conflicts that must be addressed prior to construction.
- X. Constructability analysis and staging memorandum
 - a. Consultant shall prepare a narrative description of proposed staging of construction and installation activities starting at the 50% design submittal and resubmitted for agency review and comment with each submission. Consultant's design shall minimize impact to rail operations by incorporating staged construction and installation of trackwork, fencing, train control systems, grade crossing warning systems, and all associated elements. Components of focus include adjusting existing track alignment to accommodate workspace for gauntlet install and station construction, replacement of McDowell track, cut overs.
 - b. Description of construction, installation, and testing schedule to maintain rail operation including all required shutdowns and time required.
- XI. Electronic copy and two (2) half sized hard copies of construction documents.

b) 90% Civil and Systems Design Package

- I. All sheets included in 50% submittal.
- II. Station Platform Structural and Architectural Plans and Details.
- III. Track drawings.
- IV. Systems conduit and cable plans.
- V. Systems signal house plans.
- VI. Systems comm case plans.
- VII. E-ATC Control Line Diagram Modifications.
- VIII. Grade Crossing Approach Modifications.
- IX. Draft construction cost estimate Draft pothole plan.
- X. Incorporation of all comments to previous submittal and spreadsheet tracking responses to comments.
- XI. Constructability analysis and staging memorandum

- a. Consultant shall prepare a narrative description of proposed staging of construction and installation activities starting at the 50% design submittal and resubmitted for agency review and comment with each submission. Consultant's design shall minimize impact to rail operations by incorporating staged construction and installation of trackwork, fencing, train control systems, grade crossing warning systems, and all associated elements. Components of focus include adjusting existing track alignment to accommodate workspace for gauntlet install and station construction, replacement of McDowell track, cut overs.
 - b. Description of construction, installation, and testing schedule to maintain rail operation including all required shutdowns and time required.
- XII. Electronic copy and two (2) half sized hard copies of construction documents and cost estimate.

c) 100% Civil and Systems Design Package

- i. Incorporation of all comments to previous submittal and spreadsheet tracking responses to comments.
- ii. Constructability analysis and staging memorandum.
 - a. Consultant shall prepare a narrative description of proposed staging of construction and installation activities starting at the 50% design submittal and resubmitted for agency review and comment with each submission. Consultant's design shall minimize impact to rail operations by incorporating staged construction and installation of trackwork, fencing, train control systems, grade crossing warning systems, and all associated elements. Components of focus include adjusting existing track alignment to accommodate workspace for gauntlet install and station construction, replacement of McDowell track, cut overs.
 - b. Description of construction, installation, and testing schedule to maintain rail operation including all required shutdowns and time required.
- iii. Electronic copy and two (2) half sized hard copies of construction documents and cost estimate.

d) IFC Civil and Systems Design Package

- i. Incorporation of all comments to previous submittal and spreadsheet tracking responses to comments.
- ii. Constructability analysis and staging memorandum.
 - a. Consultant shall prepare a narrative description of proposed staging of construction and installation activities starting at the 50% design submittal and resubmitted for agency review and comment with each submission. Consultant's design shall minimize impact to rail operations by incorporating staged construction and installation of trackwork, fencing, train control systems, grade crossing warning systems, and all associated elements. Components of focus include adjusting existing track alignment to accommodate workspace for gauntlet install and station construction, replacement of McDowell track, cut overs.
 - b. Description of construction, installation, and testing schedule to maintain rail operation including all required shutdowns and time required.
- iii. Electronic copy, two (2) half sized hard copies of plan, two (2) full sized hard copies of plan, two (2) copies of Engineers Cost Estimate, and two (2) copies of the specifications. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.

2. North McDowell Boulevard Crossing Reconstruction

- a) 90% Civil and Systems Design Package.
 - i. Index listing all civil and systems sheets proposed to be included in IFC package.
 - ii. Incorporate pathway in design drawings.
 - iii. Draft construction cost estimate.
 - iv. Electronic copy and two (2) half sized hard copies of construction documents and cost estimate.
- b) 100% Civil and Systems Design Package.
 - i. 100% civil and systems design package.
 - ii. Electronic copy and two (2) half sized hard copies of construction documents and cost estimate.
- c) IFC Civil and Systems Design Package
 - i. Construction cost estimate.
 - ii. IFC civil and systems design package.
 - iii. Electronic copy and two (2) half sized hard copies of plan, two (2) full sized hard copies of plan, and two (2) copies of Engineers Cost Estimate. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.

3. Segment 2 Pathway (Southpoint Blvd. to Main St.)
 - a) 100% Civil and Systems Design Package
 - b) IFC Civil and Systems Drawings Incorporating Revisions of Corona Rd Including Pedestrian Gates.
 - i. Electronic copy and two (2) half sized hard copies of plan, two (2) full sized hard copies of plan. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.
4. Segment 3 Pathway (Golf Course Dr. to Bellevue Ave.)
 - a) 100% Civil and Systems Design Package
 - b) IFC Civil and Systems Drawings
 - i. Electronic copy and two (2) half sized hard copies of plan, two (2) full sized hard copies of plan. All IFC deliverables shall be signed and stamped by a licensed California Engineer, as appropriate, by the designer.

The following additional services and deliverables will be required:

1. **Surveys and Mapping** – The Consultant shall be responsible for data collection, mapping, and surveying necessary for engineering, design, cost estimates, right-of-way impacts for station area between Corona Rd. and the southern end of the station. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Design Level Topographic Surveys, Right-of-Way Retracement, plats and legals for pathway outside of SMART's right-of-way, and a Record of Survey.

DELIVERABLE: AutoCAD format copy of final topographical survey compatible with SMARTs existing base file system. The survey shall use SMARTs drawing standards (drawing entity layers, file naming and xref pathing, and coordinate basis) to match existing topographic base mapping. All surveying will be NAD83 coordinate basis and tied to SMARTs existing survey control system.

Additional Information:

Equipment Requirements – The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.

Materials to be provided by the Agency – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task. Materials (if deemed applicable, necessary, and when available from the Sonoma-Marín Area Rail Transit District) that may be furnished or made available by the Sonoma-Marín Area Rail Transit District, and where listed in each Task and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

IV. Timeline for Each Requirement / Task

All work and deliverables under this Agreement shall be completed, submitted, and approved by SMART no later than May 31, 2023.

EXHIBIT B SCHEDULE OF RATES

The Consultant agrees to perform the services stated in the contract documents for an agreed amount as compensation, including a net fee or profit. Payment will be made on a milestone basis in accordance with the tasks identified in **Section I “Milestone Payment Schedule”** below.

In addition to providing Lump Sum Fees in the **Section I “Milestone Payment Schedule”**, the Consultant shall submit a bottoms-up cost proposal for the Prime Consultant and all subconsultants in **Section II “Prime and Subconsultant Cost Proposals”**.

Section I: “Milestone Payment Schedule”

TASK 1: PETALUMA NORTH STATION	
<i>Milestones</i>	<i>Lump Sum Fee</i>
50 Percent Design Level Package	\$638,803.00
90 Percent Design Level Package	\$241,091.00
100 Percent Design Level Package	\$96,437.00
IFC Percent Design Level Package	\$48,219.00
TOTAL SEGMENT FEE	\$1,024,550.00

TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION	
<i>Milestones</i>	<i>Lump Sum Fee</i>
90 Percent Design Level Package	\$116,403.00
100 Percent Design Level Package	\$3,677.00
IFC Percent Design Level Package	\$2,452.00
TOTAL SEGMENT FEE	\$122,532.00

TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BLVD. TO MAIN ST.)	
<i>Milestones</i>	<i>Lump Sum Fee</i>
100 Percent Design Level Package	\$78,734.00
IFC Percent Design Level Package	\$4,145.00
TOTAL FEE	\$82,879.00

TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DR. TO BELLEVUE AVE.)	
<i>Milestones</i>	<i>Lump Sum Fee</i>
100 Percent Design Level Package	\$66,554.00
IFC Percent Design Level Package	\$3,504.00
TOTAL FEE	\$70,058.00

Total Project Cost (Sum of Tasks 1-4):	\$1,300,019.00
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Section 2: “Prime and Subconsultant Cost Proposal”

The following pages include the Consultant’s bottom’s up cost proposal for the Prime Consultant and all subconsultants proposed for the project.

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUMMARY OF PRIME CONSULTANT LABOR EFFORT			CSW ST2							Total Hours	Total Base Fee		
			Project Manager, Engineer, and Surveyor										
			Robert Stevens PM and PIC	Julia Harberson Project Engineer	Josh Woelbing Survey Manager	Varies Survey Crew	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1			Varies Admin	
			2022 Hourly Rate (\$/ hour)	62.00	68.00	68.00	55.00	52.00	47.00			43.00	40.00
			Fringe	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			0.00%	0.00%
			Overhead	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%			175.97%	175.97%
Profit	10%	10%	10%	10%	10%	10%	10%	10%					
Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0					
Billable Rate (Overhead & Profit) (\$/ hour)			188.21	206.43	206.43	166.96	157.85	142.68	130.53	121.43			
TASK 1: PETALUMA NORTH STATION													
1.1	Project Kickoff		4	4						8	\$1,579		
1.2	Data Collection and Field Review		8	10	10		20			48	\$8,488		
1.3	Existing Conditions Mapping				20	40			60	120	\$18,639		
1.4	Hydrology Assessment			10			40			50	\$8,378		
1.5	At-Grade Pedestrian Crossing			30			20	20		70	\$12,203		
1.6	Prepare Plans												
	50% PSE		10	100			100	120	120	450	\$71,095		
	90% PSE		10	80			100	100	120	410	\$64,113		
	100% PSE		10	80			80	80	100	350	\$55,492		
	IFC% PSE		8	20			40	40	40	148	\$22,877		
1.7	Parking Lot												
	Concept		20	60	8	16	60	40	40	244	\$40,872		
	50% PSE		16	40			40	40	40	176	\$28,511		
	90% PSE		10	20			30	30	40	130	\$20,248		
	100% PSE		8	20			20	20	20	88	\$14,256		
	IFC% PSE		4	8			8	8	8	36	\$5,853		
1.8	Contract Management												
	General Project Management		40						20	60	\$9,957		
	QA/QC		8							8	\$1,506		
	Meetings		10	8						18	\$3,534		
SUBTOTAL			166	490	38	56	538	518	588	20	2414	\$387,600	
Reimbursable Expenses													
General												\$1,000	
R Value Testing												\$12,000	
Potholing												\$10,000	
Total Reimbursable Expenses:												\$23,000	
Total TASK 1: PETALUMA NORTH STATION FEE												\$410,600	
			Task 1: 50 Percent Design Level Package									\$246,360	
			Task 1: 90 Percent Design Level Package									\$102,650	
			Task 1: 100 Percent Design Level Package									\$41,060	
			Task 1: IFC Percent Design Level Package									\$20,530	
			TASK 1: PETALUMA NORTH STATION TOTAL COST:									\$410,600	
TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION													
2.1	Data Collection and Field Review									0	\$0		
2.2	Existing Conditions Mapping									0	\$0		
2.3	Prepare Plans												
	90% PSE			40			30	20	40	130	\$21,068		
	100% PSE			30			30	20	30	110	\$17,698		
	IFC% PSE			4			8	8	8	28	\$4,274		
2.4	Contract Management												
	General Project Management		20							10	30	\$4,978	
	QA/QC		8								8	\$1,506	
	Meetings		8								8	\$1,506	
SUBTOTAL			36	74	0	0	68	48	78	10	314	\$51,030	
Reimbursable Expenses													
General												\$1,000	
Potholing												\$6,000	
Total Reimbursable Expenses:												\$7,000	
Total TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION FEE												\$58,030	
			Task 1: 90 Percent Design Level Package									\$55,128	
			Task 1: 100 Percent Design Level Package									\$1,741	
			Task 1: IFC Percent Design Level Package									\$1,161	
			TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION TOTAL COST:									\$58,030	
TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET)													
3.1	Data Collection and Field Review									0	\$0		
3.2	Prepare Plans												
	100% PSE		2	40			40	20	10	112	\$19,107		
	IFC% PSE		2	8			20	10	8	48	\$7,656		
3.3	Contract Management												
	General Project Management		20							20	\$3,764		
	QA/QC		4							4	\$753		
	Meetings		8							8	\$1,506		
SUBTOTAL			36	48	0	0	60	30	18	0	192	\$32,785	
Reimbursable Expenses													
General												\$1,000	
Total Reimbursable Expenses:												\$1,000	
Total TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET) FEE												\$33,785	
			Task 1: 100 Percent Design Level Package									\$32,096	
			Task 1: IFC Percent Design Level Package									\$1,689	
			TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET) TOTAL COST:									\$33,785	
TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE)													
4.1	Data Collection and Field Review									0	\$0		
4.2	Prepare Plans												
	100% PSE		2	40			20	10	8	80	\$14,262		
	IFC% PSE		2	8			8	4	4	26	\$4,384		
4.3	Contract Management												
	General Project Management		16							16	\$3,011		
	QA/QC		4							4	\$753		
	Meetings		8							8	\$1,506		
SUBTOTAL			32	48	0	0	28	14	12	0	134	\$23,915	
Reimbursable Expenses													
General												\$1,000	
Total Reimbursable Expenses:												\$1,000	
Total TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE) FEE												\$24,915	

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUMMARY OF PRIME CONSULTANT LABOR EFFORT				CSW ST2 Project Manager, Engineer, and Surveyor					Total Hours	Total Base Fee	
				Robert Stevens PM and PIC	Julia Harberson Project Engineer	Josh Woelbing Survey Manager	Varies Survey Crew	Varies Engineer 3			Varies Engineer 2
<div>CSW ST2</div>	2022 Hourly Rate (\$/ hour)	62.00	68.00	68.00	55.00	52.00	47.00	43.00	40.00		
	Fringe	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
	Overhead	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%		
	Profit	10%	10%	10%	10%	10%	10%	10%	10%		
	Multiplier	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Billable Rate (Overhead & Profit) (\$/ hour)		188.21	206.43	206.43	166.96	157.85	142.68	130.53	121.43		
Task 1: 100 Percent Design Level Package										\$23,669	
Task 1: IFC Percent Design Level Package										\$1,246	
TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE) TOTAL COST:										\$24,915	

CERTIFICATION OF DIRECT COSTS:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Pare 31 - Contact Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Par 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costa that are noncompliant with the federal and state requirements are not libel for reimbursement.
Local governments are responsible for applying only cognizant agency approved or CALTRANS accepted Indirect Cost Rate(s).

Prime Consultant

Name: Robert Stevens

Signature: 

Email: rstevens@cswst2.com

Address: 45 Leveroni Court, Novato CA 94949

Title: President

Date: 12.16.2022

Phone Number: 415.533.1864

Date of Certification: 01.20.22

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUB CONSULTANT LABOR EFFORT				PACIFIC RAILWAY ENTERPRISES Railway Systems and Communications						Total Hours	Total Base Fee		
				Jennifer Secombe Communications Designer	Eric Roe Railroad Signal Designer	Chris Elliot Senior Rail Systems Tech 2	John Kindl Senior Rail Systems Tech 1	Eric Perez Rail Systems Tech 3	Caroline Le Systems Engineer 2			Grace Lenart Systems Engineer 1	Brandy Nethken Signal Designer 3
2022 Hourly Rate (\$/ hour)	115.00	96.00	70.00	66.00	56.00	44.00	41.75	41.75					
Fringe	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%					
Overhead	96.50%	96.50%	96.50%	96.50%	96.50%	96.50%	96.50%	96.50%					
Profit	10%	10%	10%	10%	10%	10%	10%	10%					
Multiplier	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2					
Billable Rate (Overhead & Profit) (\$/ hour)	248.57	207.50	151.31	142.66	121.04	95.11	90.24	90.24					
TASK 1: PETALUMA NORTH STATION													
1.1	Project Kickoff									0	\$0		
1.2	Data Collection and Field Review	24	24	48		40	40			176	\$26,854		
1.3	Existing Conditions Mapping									0	\$0		
1.4	Hydrology Assessment									0	\$0		
1.5	At-Grade Pedestrian Crossing									0	\$0		
1.6	Prepare Plans												
	50% PSE	70	116	264		200	200		200	1050	\$142,694		
	90% PSE	120	80	148		160	160		160	828	\$117,845		
	100% PSE	40	40	80		80	80		160	480	\$62,078		
	IFC% PSE	16	16	24		24	40		40	160	\$21,248		
1.7	Parking Lot												
	Concept	4					4			8	\$1,375		
	50% PSE	2					4			6	\$878		
	90% PSE						4			4	\$380		
	100% PSE						4			4	\$380		
	IFC% PSE						2			2	\$190		
1.8	Contract Management												
	General Project Management									0	\$0		
	QA/QC									0	\$0		
	Meetings	20	20							40	\$9,122		
SUBTOTAL		296	296	564	0	504	538	0	560	2758	\$383,044		
Reimbursable Expenses													
Travel ODC Trip 1&2 (3 days, 2 people)											\$4,748		
Total Reimbursable Expenses:											\$4,748		
Total TASK 1: PETALUMA NORTH STATION FEE											\$387,792		
Task 1: 50 Percent Design Level Package											\$232,675		
Task 1: 90 Percent Design Level Package											\$96,948		
Task 1: 100 Percent Design Level Package											\$38,779		
Task 1: IFC Percent Design Level Package											\$19,390		
TASK 1: PETALUMA NORTH STATION TOTAL COST:											\$387,792		
TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION													
2.1	Data Collection and Field Review									0	\$0		
2.2	Existing Conditions Mapping		8	8	16					32	\$5,153		
2.3	Prepare Plans												
	90% PSE	4	24		64	40	24	200		356	\$40,277		
	100% PSE	2	16	4	16			24		62	\$8,871		
	IFC% PSE	2	16	2	8		24			52	\$7,544		
2.4	Contract Management												
	General Project Management									0	\$0		
	QA/QC									0	\$0		
	Meetings	4	8							12	\$2,654		
SUBTOTAL		12	72	14	104	40	48	224	0	514	\$64,499		
Reimbursable Expenses													
General													
Total Reimbursable Expenses:											\$0		
Total TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION FEE											\$64,499		
Task 1: 90 Percent Design Level Package											\$61,274		
Task 1: 100 Percent Design Level Package											\$1,935		
Task 1: IFC Percent Design Level Package											\$1,290		
TASK 2: NORTH MCDOWELL BOULEVARD RECONSTRUCTION TOTAL COST:											\$64,499		
TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET)													
3.1	Data Collection and Field Review		8	8	16					32	\$5,153		
3.2	Prepare Plans												
	100% PSE	2	24		64		16	160		266	\$30,568		
	IFC% PSE	2	16	4	16	8	4	24		74	\$10,220		
3.3	Contract Management												
	General Project Management									0	\$0		
	QA/QC									0	\$0		
	Meetings	6	8							14	\$3,151		
SUBTOTAL		10	56	12	96	8	20	184	0	386	\$49,092		
Reimbursable Expenses													
General													
Total Reimbursable Expenses:											\$0		
Total TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET) FEE											\$49,092		
Task 1: 100 Percent Design Level Package											\$46,637		
Task 1: IFC Percent Design Level Package											\$2,455		
TASK 3: SEGMENT 2 PATHWAY (SOUTHPOINT BOULEVARD TO MAIN STREET) TOTAL COST:											\$49,092		
TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE)													
4.1	Data Collection and Field Review		8	8	16					32	\$5,153		
4.2	Prepare Plans												
	100% PSE	4	24		64			136		228	\$27,378		
	IFC% PSE	2	16	4	16	8	24			70	\$9,956		
4.3	Contract Management												
	General Project Management									0	\$0		
	QA/QC									0	\$0		
	Meetings	4	8							12	\$2,654		
SUBTOTAL		10	56	12	96	8	24	136	0	342	\$45,141		
Reimbursable Expenses													
General													
Total Reimbursable Expenses:											\$0		
Total TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE) FEE											\$45,141		
Task 1: 100 Percent Design Level Package											\$42,884		
Task 1: IFC Percent Design Level Package											\$2,257		
TASK 4: SEGMENT 3 PATHWAY (GOLF COURSE DRIVE TO BELLEVUE AVENUE) TOTAL COST:											\$45,141		

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUB CONSULTANT LABOR EFFORT		CSEG Structural Engineering					Total Hours	Total Base Fee
		Shawn M. Cullers PIC	N. Bobby Zermeno Project Manager	Varies Project Engineer	Mark Weaver QC Manager	Varies QC Engineer		
		2022 Hourly Rate (\$/ hour)	85.38	65.31	45.58	64.04	42.69	
		Fringe	100.19%	100.19%	100.19%	100.19%	100.19%	
		Overhead	94.62%	94.62%	94.62%	94.62%	94.62%	
		Profit	10%	10%	10%	10%	10%	
		Multiplier	3.2429	3.2429	3.2429	3.2429	3.2429	
		Billable Rate (Overhead & Profit) (\$/ hour)	276.88	211.79	147.81	207.68	138.44	
TASK 1: PETALUMA NORTH STATION								
1.1	Project Kickoff	2	2	0	0	0	4	\$977
1.2	Data Collection and Field Review	0	2	4	0	0	6	\$1,015
1.3	Existing Conditions Mapping	0	2	4	0	0	6	\$1,015
1.4	Hydrology Assessment	0	0	0	0	0	0	\$0
1.5	At-Grade Pedestrian Crossing	0	0	0	0	0	0	\$0
1.6	Prepare Plans							
	50% PSE	16	40	80	0	0	136	\$24,727
	90% PSE	6	20	40	20	40	126	\$21,501
	100% PSE	4	12	20	10	20	66	\$11,451
	IFC% PSE	4	8	12	0	0	24	\$4,576
1.8	Contract Management							
	General Project Management	2	12	0	0	0	14	\$3,095
	QA/QC	0	2	0	0	0	2	\$424
	Meetings	0	20	0	0	0	20	\$4,236
SUBTOTAL		34	120	160	30	60	404	\$73,016
Reimbursable Expenses								
General								
Total Reimbursable Expenses:								\$0
Total TASK 1: PETALUMA NORTH STATION FEE								\$73,016
		Task 1: 50 Percent Design Level Package						\$43,809
		Task 1: 90 Percent Design Level Package						\$18,254
		Task 1: 100 Percent Design Level Package						\$7,302
		Task 1: IFC Percent Design Level Package						\$3,651
		TASK 1: PETALUMA NORTH STATION TOTAL COST:						\$73,016

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUB CONSULTANT LABOR EFFORT				AURUM					Total Hours	Total Base Fee			
				Electrical Engineering									
				Eldridge Bell Engineering Director	Najib Anwary Sr. PM	Jhim Meza Electrical Engineer II	Jose Gonzales CADD Manager	Varies Drafter			Varies Bookkeeper	Varies Administrative Assistant	
				2023 Hourly Rate (\$/ hour)	217.00	194.00	188.00	139.00			119.00	86.00	75.00
				Fringe									
Overhead													
Profit													
Multiplier													
Billable Rate (Overhead & Profit) (\$/ hour)	217.00	194.00	188.00	139.00	119.00	86.00	75.00						
TASK 1: PETALUMA NORTH STATION													
1.1	Project Kickoff		2	2					4	\$764			
1.2	Data Collection and Field Review			10					10	\$1,880			
1.3	Existing Conditions Mapping								0	\$0			
1.4	Hydrology Assessment								0	\$0			
1.5	At-Grade Pedestrian Crossing								0	\$0			
1.6	Prepare Plans												
	50% PSE		20	40	4	30			94	\$15,526			
	90% PSE		8	30	2	20			60	\$9,850			
	100% PSE	4	4	8	2	8			26	\$4,378			
	IFC% PSE	2	2	3					7	\$1,386			
1.7	Parking Lot												
	Concept	4	8	10		10			32	\$5,490			
	50% PSE		4	20	4	10		3	41	\$6,507			
	90% PSE			10		11			21	\$3,189			
	100% PSE			10					10	\$1,880			
	IFC% PSE			10					10	\$1,880			
1.8	Contract Management												
	General Project Management	8					8	4	20	\$2,724			
	QA/QC	4							4	\$868			
	Meetings	2	8	10					20	\$3,866			
SUBTOTAL		24	56	163	12	89	8	7	359	\$60,188			
Reimbursable Expenses													
General													
Total Reimbursable Expenses:										\$0			
Total TASK 1: PETALUMA NORTH STATION FEE										\$60,188			
Task 1: 50 Percent Design Level Package										\$36,113			
Task 1: 90 Percent Design Level Package										\$15,047			
Task 1: 100 Percent Design Level Package										\$6,019			
Task 1: IFC Percent Design Level Package										\$3,009			
TASK 1: PETALUMA NORTH STATION TOTAL COST:										\$60,188			

PETALUMA NORTH STATION AND MINOR DESIGN MODIFICATIONS TO PATHWAY AND GRADE CROSSINGS SUB CONSULTANT LABOR EFFORT				KAPPE ARCHITECTS			Total Hours	Total Base Fee	
				Architecture and Peer Review					
				Ron Kappe PM and PIC	Varies Architect	Varies Admin			
				2022 Hourly Rate (\$/ hour)	80.00	70.00			40.00
				Fringe	45.00%	45.00%			45.00%
				Overhead	125.00%	125.00%			125.00%
				Profit	10%	10%			10%
				Multiplier	3.0	3.0			3.0
Billable Rate (Overhead & Profit) (\$/ hour)				237.60	207.90	118.80			
TASK 1: PETALUMA NORTH STATION									
1.1	Project Kickoff			2	2		4	\$891	
1.2	Data Collection and Field Review						0	\$0	
1.3	Existing Conditions Mapping						0	\$0	
1.4	Hydrology Assessment						0	\$0	
1.5	At-Grade Pedestrian Crossing						0	\$0	
1.6	Prepare Plans								
	50% PSE			40	80		120	\$26,136	
	90% PSE			40	80		120	\$26,136	
	100% PSE			40	60		100	\$21,978	
	IFC% PSE			10	10		20	\$4,455	
1.8	Contract Management								
	General Project Management			20		8	28	\$5,702	
	QA/QC			20			20	\$4,752	
	Meetings			8			8	\$1,901	
SUBTOTAL				180	232	8	420	\$91,951	
Reimbursable Expenses									
General								\$1,000	
Total Reimbursable Expenses:								\$1,000	
Total TASK 1: PETALUMA NORTH STATION FEE								\$92,951	
Task 1: 50 Percent Design Level Package								\$55,771	
Task 1: 90 Percent Design Level Package								\$23,238	
Task 1: 100 Percent Design Level Package								\$9,295	
Task 1: IFC Percent Design Level Package								\$4,648	
TASK 1: PETALUMA NORTH STATION TOTAL COST:								\$92,951	



David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Vacant
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Vacant
Marin County Board of Supervisors

Chris Coursey
Sonoma County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Eric Lucan
Transportation Authority of Marin

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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January 4, 2023

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

SUBJECT: Short Range Transit Plan (S RTP) Update – Metropolitan Transportation Commission (MTC)

Dear Board Members:

RECOMMENDATIONS:

Approval of the Short-Range Transit Plan: Bay Area Transit Recovery Scenario Planning Document (Attached Narrative and Data Request)

SUMMARY:

Federal statutes require MTC in partnership with state and local agencies to develop and update a Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP). To accomplish this, MTC requires that each transit operator that receives federal funds prepare, adopt, and submit a S RTP to MTC. This is required every four years.

Even though SMART submitted our S RTP last November, MTC requires that all transit operators provide an updated plan under a revised approach. Considering the impacts of the pandemic on transit ridership and transit agencies, MTC has reimagined and restructured the S RTP and its requirements for Fiscal Year 2023. They have narrowed the scope to 5 years and are requiring three different scenarios to be considered.

The scenario planning is designed to serve as a management document and provides FTA and MTC with information such as the status and outlook of transit service in the Bay Area, the impacts of varying levels of funding on transit service and develop actionable information to support funding advocacy and tradeoffs.

The three scenarios that are required: 1) Robust Recovery; 2) Revenue Recovery, with Fewer Rider; and 3) Some Progress. The transit operators are required to use the annual projected operating budgets that are provided by MTC. Based on those operating budgets, the operators are to estimate how much service can be provided by mode.

SMART's narrative document and data have been attached to this document. Revenue miles and hours as well as ridership was estimated based on the percentage changes in operating budget compared to FY 2019 and FY 2023 as seen on the attached MTC Data Request spreadsheet.

At the December 7, 2022, Board meeting we presented SMART's response to the MTC's request for an updated SRTP with scenario planning. On December 8, 2022, we received questions from MTC staff regarding our submittal. The questions are as follows:

- Please add the following language to the narrative document, as requested in the funding agreement:
 - The preparation of this report has been funded in part by a grant from the U.S. Department of Transportation (DOT) through section 5303 of the Federal Transit Act. The contents of this SRTP reflect the views of the Sonoma Marin Area Rail Transit, and not necessarily those of the Federal Transit Administration (FTA) or MTC. The Sonoma Marin Area Rail Transit is solely responsible for the accuracy of the information presented in this SRTP.
- Please add to the narrative a brief description of how service would be impacted under each scenario. (i.e. How many weekday/weekend trips would be provided).
- If available, please include any forecasts SMART may have on more likely budget/revenue scenarios. (i.e. Revenue mix for the \$41.4M forecast FY24 budget? Does that include federal relief funds? If so, what does the revenue picture look like once that's exhausted?)
- Is SMART considering seeking reauthorization of its ¼ cent sales tax during the 5-year horizon of the SRTP? If so, how might the outcome impact SMART's operating approach?
- If possible, please expand on the impacts SMART has seen/measured from the 40% fare reduction mentioned in the narrative. Is that meant to be a pandemic-era initiative that is intended to be lifted? Or is this a new baseline for fares?
- Are there other issues/challenges that SMART is facing or anticipating in the short/medium term? For instance, other transit agencies have cited operator shortage as an immediate challenge.

We have added the following information to the narrative, to address the questions above. We didn't use federal funds in the preparation of this document and are not planning on receiving reimbursement from MTC for this document, so we didn't add the language in the first bullet point.

The following responses are embedded in the Narrative document:

SMART is currently operating 38 trips per day during the week and 12 trips per day on Saturday and Sunday. This equates to approximately 11,000 trips per year or 212 trips per week.

Scenario #1 – Robust Recovery

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips.

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$30.7 M	\$31.3 M	\$32.0 M	\$32.7 M	\$33.4 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		170	173	177	181	185
Weekly % Decrease in Trips from		20%	18%	16%	15%	13%

Scenario #2 – Revenue Recovery, Fewer Riders

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$29.3 M	\$29.9 M	\$30.6 M	\$31.3 M	\$31.9 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		162	165	169	173	176
Weekly % Decrease in Trips from FY 23		23%	22%	20%	18%	17%

Scenario #3 – Some Progress

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips.

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$26.1 M	\$26.6 M	\$27.2 M	\$27.8 M	\$28.4 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		144	147	150	154	157
Weekly % Decrease in Trips from FY 23		32%	30%	29%	27%	26%

Based on current ridership, fare revenues, and sales tax collections, unless another shutdown occurs, SMART doesn't foresee any of these three scenarios as a likely outcome over the next five years. Scenario #4 which is presented below is a more accurate depiction of the operating budget and trips.

Scenario #4 – SMART's Projections

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$40.6 M	\$43.3 M	\$44.6 M	\$46.1 M	\$47.7 M
Weekly Trips	212	212	212*	212	212	212

* SMART is anticipating the opening of the Windsor extension in the calendar year 2024. 38 trips per weekday and 12 trips per weekend would extend to Windsor.

Several things account for the difference between the MTC scenarios and SMART's projections.

- SMART applied for and received an additional \$7.5 million of ARP discretionary funds in FY 23.
- SMART will start receiving 5337, State of Good Repair (SOGR) funds, in FY 25 estimated at \$6 million per year. This will allow funds that are currently used for SOGR to be utilized for operations.
- Strong rebound in the ¼ cent sales tax. Continued growth is expected although at a much slower rate than in the previous two years.
- SMART's debt service will be paid off in FY 29.
- Ridership is at approximately 80% of pre-pandemic levels.

Challenges

- SMART's sales tax expires in FY 29; it will need to be re-authorized prior to that date.
 - The SMART Board has not yet decided when it might seek an extension.

- Uncertainty of funding for extension to Windsor, Healdsburg, and Cloverdale
 - Waiting for the release of RM3 funds for Windsor. SMART has applied for other grants in case the RM3 funds are delayed even further. The current plan assumes opening of the Windsor extension in calendar year 2024, with operations starting in FY 25
 - SMART has also applied for grant funding for the Windsor to Healdsburg extension and the Healdsburg to Cloverdale extension
- Ridership
- Funding for zero emission DMUs
- Future of funding levels as gas tax revenues decrease (electric vehicles)

FISCAL IMPACT: No fiscal impact.

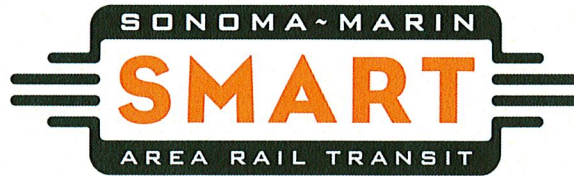
Very Truly Yours,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Short-Range Transit Plan: Bay Area Transit Recovery Scenario Planning Narrative
- 2) MTC Data Request
- 3) Short Range Transit Plan (SRTP): Bay Area Transit Recovery Scenario Planning PowerPoint Presentation



David Rabbitt, Chair
Sonoma County Board of Supervisors January 4, 2023

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

Vacant
Marin County Board of Supervisors

Melanie Bagby
Sonoma County Mayors' and
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Kate Colin
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Eddy Cumins
General Manager

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Petaluma, CA 94954
Phone: 707-794-3330
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www.SonomaMarinTrain.org

Mr. Terence Lee
Policy & Financial Analyst
Metropolitan Transportation Commission
tplee@bayareametro.gov

Dear Terence:
SMART is submitting the required narrative document regarding the Short-Range Transit Plan: Bay Area Transit Recovery Scenario Planning. This narrative includes responses to the questions posed in your December 8, 2022, response to our draft document.

Pre-pandemic State of Service – FY 2018-2019

SMART started revenue service on August 25, 2017, with service from Downtown San Rafael to the Sonoma County Airport in Santa Rosa, which included 43 miles of passenger rail and 10 stations.

Ridership in Fiscal Year 2019 was 716,847, with total route miles of 85.8, 32,890 revenue vehicle hours and 923,002 revenue vehicles miles.

Time Frame	Weekday Ridership	Weekend Ridership
July 2018 – June 2019	616,113	100,734

In 2019, SMART had yet to establish a baseline ridership figure. Between the start of revenue service in August 2017 and the end of Fiscal Year 2019, the North Bay experienced two devastating fires and one major flooding event that impacted ridership.

Fiscal Year 2020 – Fiscal Year 2022

In December 2019, SMART extended passenger service 2.1 miles to Larkspur and the Golden Gate Ferry Terminal. In addition, two new stations were added, one at Larkspur and one at downtown Novato. In January 2020, service was increased to 38 weekday trips and 10 trips on Saturday and Sunday.

Within weeks of the opening of the extension and the increased service, Governor Newsom issued “Stay-at-Home” orders due to the onset of the COVID-19 pandemic. In March 2020, service was reduced to 16 trips per weekday and weekend service was annulled.

The following chart shows the impact of COVID on ridership on the SMART system.

Time Frame	Weekday Ridership (Annual)	Weekend Ridership (Annual)
July 2019 – June 2020	496,369	70,734
July 2020 – June 2021	119,986	2,863
July 2021 – June 2022	306,528	47,800

In May 2021, as the Stay-at-Home orders started to lift, SMART restored 10 weekday trips for a total of 26 weekday trips and 12 trips on Saturday. Sunday service remained annulled. In addition, to the service increase, SMART reduced fares by approximately 40%. In May of 2022, Sunday service was restored with 12 trips per day and in June 2022 service was increased by an additional 10 trips on the weekdays, for a total of 36 trips.

Current State of Service – FY 2022-23

In October 2022, SMART added an additional 2 trips per day for a total of 38 weekday trips. SMART is currently operating more service than prior to the pandemic. Ridership is at approximately 80% of pre-pandemic levels and has been rising steadily.

Time Frame	Weekday Trips	Saturday Trips	Sunday Trips
January 2020	38	10	10
March 2020	16	0	0
May 2021	26	12	0
May 2022	26	12	12
June 2022	36	12	12
October 2022	38	12	12

SMART has a goal to reach ridership of 594,028, or 82% of our Fiscal Year 2019 ridership in Fiscal Year 2023. Weekend ridership came back more quickly than weekday ridership and boardings are spread more evenly throughout the day. SMART has focused on trying to align schedules to meet the Golden Gate Ferry schedule at the end of line station in Larkspur.

Scenario Planning FY 2024 – 2028

SMART utilized the planning numbers provided in the three scenarios. All three scenarios result in revenue, revenue hours, and revenue miles less than what we

operated in Fiscal Year 2020. Fiscal Year 2023 operating budget, hours, and miles, reflect a full year of service at a level above what we operated pre-pandemic. To meet the budget scenarios provided by MTC, service would need to be cut by the percentages outlined in the table below in Fiscal Year 2024 with a 2% increase per year in Fiscal Years 2025-2028. SMART has included Scenario #4 which is a more probable reflection of the future.

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
FY 23 Operating Budget (BOD Adopted)	\$38.2 million	\$38.2 million	\$38.2 million	\$38.2 million
FY 24 MTC Operating Budget	\$30.7 million	\$29.3 million	\$26.1 million	
SMART Forecasted Operating Budget for FY 24				\$40.6 million
\$ Difference	(\$7.5 million)	(\$8.9 million)	(\$12.1 million)	\$2.4 million
% Difference	(20%)	(23%)	(32%)	5%

SMART is currently operating 38 trips per day during the week and 12 trips per day on Saturday and Sunday. This equates to approximately 11,000 trips per year or 212 trips per week.

Scenario #1 – Robust Recovery

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips.

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$30.7 M	\$31.3 M	\$32.0 M	\$32.7 M	\$33.4 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		170	173	177	181	185
Weekly % Decrease in Trips from FY 23		20%	18%	16%	15%	13%

Scenario #2 – Revenue Recovery, Fewer Riders

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips.

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$29.3 M	\$29.9 M	\$30.6 M	\$31.3 M	\$31.9 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		162	165	169	173	176
Weekly % Decrease in Trips from FY 23		23%	22%	20%	18%	17%

Scenario #3 – Some Progress

The following chart demonstrates the percentage reduction in operating budget, the percentage reduction in weekly trips and the number of trips.

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$26.1 M	\$26.6 M	\$27.2 M	\$27.8 M	\$28.4 M
FY 23 Weekly Trips	212					
Number of Weekly Trips		144	147	150	154	157
Weekly % Decrease in Trips from FY 23		32%	30%	29%	27%	26%

Based on current ridership, fare revenues, and sales tax collections, unless another shutdown occurs, SMART doesn't foresee any of these three scenarios as a likely outcome over the next five years. Scenario #4 which is presented below is a more accurate depiction of the operating budget and trips.

Scenario #4 – SMART's Projections

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$40.6 M	\$43.3 M	\$44.6 M	\$46.1 M	\$47.7 M
Weekly Trips	212	212	212*	212	212	212

* SMART is anticipating the opening of the Windsor extension in the calendar year 2024. 38 trips per weekday and 12 trips per weekend would extend to Windsor.

Several things account for the difference between the MTC scenarios and SMART's projections.

- SMART applied for and received an additional \$7.5 million of ARP discretionary funds in FY 23.
- SMART will start receiving 5337, State of Good Repair (SOGR) funds, in FY 25 estimated at \$6 million per year. This will allow funds that are currently used for SOGR to be utilized for operations.
- Strong rebound in the ¼ cent sales tax. Continued growth is expected although at a much slower rate than in the previous two years.
- SMART's debt service will be paid off in FY 29.
- Ridership is at approximately 80% of pre-pandemic levels.

Challenges

- SMART's sales tax expires in FY 29; it will need to be re-authorized prior to that date.
 - The SMART Board has not yet decided when it might seek an extension.
- Uncertainty of funding for extension to Windsor, Healdsburg, and Cloverdale
 - Waiting for the release of RM3 funds for Windsor. SMART has applied for other grants in case the RM3 funds are delayed even further. The current plan assumes opening of the Windsor extension in calendar year 2024, with operations starting in FY 25
 - SMART has also applied for grant funding for the Windsor to Healdsburg extension and the Healdsburg to Cloverdale extension
- Ridership
- Funding for zero emission DMUs
- Future of funding levels as gas tax revenues decrease (electric vehicles)

Conclusion

Unlike many other transit systems, SMART was in a growth phase and had not reached its full potential prior to COVID. Ridership has rebounded as service has been added back post shut down. As was mentioned previously, fares were reduced by 40% in May of 2021 and rates are not anticipated to increase anytime soon. Fare revenues make up a small percentage of the total operating revenue, so SMART was less impacted than some agencies that rely more heavily on those revenues. Sales taxes have also increased in the latter half of Fiscal Year 2022 and in the first few months of Fiscal Year 2023.

Future growth includes adding an on-demand service at our end of line station in Sonoma County, the possibility of adding additional evening service on Friday and Saturday, and the extension of service to Windsor in Fiscal Year 2025.

Please feel free to reach out to Heather McKillop, our Chief Financial Officer at hmckillop@sonomamarintrain.org if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eddy Cumins', with a stylized flourish at the end.

Eddy Cumins
General Manager

Cc: William Bacon, wbacon@bayareametro.gov
Heather McKillop, hmckillop@sonomamarintrain.org
Emily Betts, ebetts@sonomarintrain.org

	Actuals	Budgeted	Forecast under provided revenue envelope					Forecast under provided revenue envelope					Forecast under provided revenue envelope					
	Prepandemic	Current	SRTP Planning Horizon - Scenario 1					SRTP Planning Horizon - Scenario 2					SRTP Planning Horizon - Scenario 3					
Data Category (Annual amounts)	FY19	FY23	FY24	FY25	FY26	FY27	FY28	FY24	FY25	FY26	FY27	FY28	FY24	FY25	FY26	FY27	FY28	
Total	Revenue Vehicle Hours	32890	34863	27984.14378	28531.06516	29169.1401	29807.21504	30445.28998	26707.9939	27254.91528	27892.99022	28531.06516	29077.98654	23791.07989	24246.84771	24793.76908	25340.69046	25887.61184
Total	Revenue Vehicle Miles	923002	980735	787225.117	802610.6241	820560.3825	838510.1409	856459.8992	751325.6002	766711.1074	784660.8658	802610.6241	817996.1313	669269.562	682090.8179	697476.3251	712861.8323	728247.3395
Total	Number of Routes Operated	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total	Total Route Miles	85.8	90.1	90.1	90.1	96.3	96.3	96.3	90.1	90.1	96.3	96.3	96.3	90.1	90.1	96.3	96.3	96.3
Total	Ridership	716847	594028	476820	486139	497011	507883	518755	455075	464394	475267	486139	495458	405374	413140	422459	431778	441097
Total	Operating Budget	27,490,190	38,246,448	30,700,000	31,300,000	32,000,000	32,700,000	33,400,000	29,300,000	29,900,000	30,600,000	31,300,000	31,900,000	26,100,000	26,600,000	27,200,000	27,800,000	28,400,000
Total	Total Revenue Vehicles	14	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
Total	Vehicles Required For Max Service	11	12	12	12	14	14	14	12	12	14	14	14	12	12	14	14	14
Total	Employees (Full Time Equivalent)	145	152	122	124	127	130	133	116	119	122	124	127	104	106	108	110	113

Please complete table in whole numbers and dollars for each service mode. Mode will be autopopulated based on completion of ReadMe Tab:

		Prepandemic	Current	SRTP Planning Horizon - Scenario 1					SRTP Planning Horizon - Scenario 2					SRTP Planning Horizon - Scenario 3				
Mode	Data Category (Annual amounts)	FY19	FY23	FY24	FY25	FY26	FY27	FY28	FY24	FY25	FY26	FY27	FY28	FY24	FY25	FY26	FY27	FY28
Commuter Rail	Revenue Vehicle Hours	32,890	34,863	27,984	28,531	29,169	29,807	30,445	26,708	27,255	27,893	28,531	29,078	23,791	24,247	24,794	25,341	25,888
Commuter Rail	Revenue Vehicle Miles	923,002	980,735	787,225	802,611	820,560	838,510	856,460	751,326	766,711	784,661	802,611	817,996	669,270	682,091	697,476	712,862	728,247
Commuter Rail	Number of Routes Operated	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Commuter Rail	Total Route Miles	85.8	90.1	90.1	90.1	96.3	96.3	96.3	90.1	90.1	96.3	96.3	96.3	90.1	90.1	96.3	96.3	96.3
Commuter Rail	Ridership	716,847	594,028	476,820	486,139	497,011	507,883	518,755	455,075	464,394	475,267	486,139	495,458	405,374	413,140	422,459	431,778	441,097
Commuter Rail	Operating Budget	27,490,190	38,246,448	30,700,000	31,300,000	32,000,000	32,700,000	33,400,000	29,300,000	29,900,000	30,600,000	31,300,000	31,900,000	26,100,000	26,600,000	27,200,000	27,800,000	28,400,000
Commuter Rail	Total Revenue Vehicles	14	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
Commuter Rail	Vehicles Required For Max Service	11	12	12	12	14	14	14	12	12	14	14	14	12	12	14	14	14
Commuter Rail	Employees (Full Time Equivalent)	145	152	122	124	127	130	133	116	119	122	124	127	104	106	108	110	113

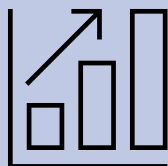
Short Range Transit Plan (SRTTP): Bay Area Transit Recovery Scenario Planning January 4, 2023



S RTP Purpose

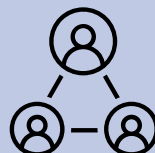
- Serve as management document and provides FTA and MTC with information
- Understand status and outlook of transit service in the Bay Area
- Understand the impacts of varying levels of funding on transit service
- Develop actionable information to support funding advocacy and tradeoffs

Scenario Planning



1. Robust Recovery

There is adequate funding to return overall revenue to 100% of pre-pandemic levels, with escalation



2. Revenue Recovery, with Fewer Riders:

Federal Relief funds are eventually exhausted, other funds recover to pre-pandemic levels, but farebox revenue remains 20-50% below pre-pandemic levels for next 5 years



3. Some Progress

Federal relief funds are eventually exhausted and total revenue available to the agency is 15% below pre-pandemic levels for the next five years

Scenarios

- Three scenarios
- Operating Budgets were provided by MTC by year for each scenario
- Had to provide operating hours and miles for each scenario
- SMART developed a scenario #4 based on current state

Scenario #1 – Robust Recovery

	Prepandemic	Current	SRTP Planning Horizon - Scenario 1				
Data Category (Annual amounts)	FY19	FY23	FY24	FY25	FY26	FY27	FY28
Revenue Vehicle Hours	32,890	34,863	27,984	28,531	29,169	29,807	30,445
Revenue Vehicle Miles	923,002	980,735	787,225	802,611	820,560	838,510	856,460
Ridership	716,847	594,028	476,820	486,139	497,011	507,883	518,755
Operating Budget	27,490,190	38,246,448	30,700,000	31,300,000	32,000,000	32,700,000	33,400,000

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$30.7 M	\$31.3 M	\$32.0 M	\$32.7 M	\$33.4 M
FY 23 Average Weekly Trips	212					
Number of Weekly Trips		170	173	177	181	185
% Decrease in Weekly Trips from FY 23		20%	18%	16%	15%	13%

Scenario #2 – Revenue Recovery, Fewer Riders

	Prepandemic	Current	SRTP Planning Horizon - Scenario 2				
Data Category (Annual amounts)	FY19	FY23	FY24	FY25	FY26	FY27	FY28
Revenue Vehicle Hours	32,890	34,863	26,708	27,255	27,893	28,531	29,078
Revenue Vehicle Miles	923,002	980,735	751,326	766,711	784,661	802,611	817,996
Ridership	716,847	594,028	455,075	464,394	475,267	486,139	495,458
Operating Budget	27,490,190	38,246,448	29,300,000	29,900,000	30,600,000	31,300,000	31,900,000

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$29.3 M	\$29.9 M	\$30.6 M	\$31.3 M	\$31.9 M
FY 23 Average Weekly Trips	212					
Number of Weekly Trips		162	165	169	173	176
% Decrease in Weekly Trips from FY 23		23%	22%	20%	18%	17%

Scenario #3 – Some Progress

	Prepandemic	Current	SRTP Planning Horizon - Scenario 3				
Data Category (Annual amounts)	FY19	FY23	FY24	FY25	FY26	FY27	FY28
Revenue Vehicle Hours	32,890	34,863	23,791	24,247	24,794	25,341	25,888
Revenue Vehicle Miles	923,002	980,735	669,270	682,091	697,476	712,862	728,247
Ridership	716,847	594,028	405,374	413,140	422,459	431,778	441,097
Operating Budget	27,490,190	38,246,448	26,100,000	26,600,000	27,200,000	27,800,000	28,400,000

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$26.1 M	\$26.6 M	\$27.2 M	\$27.8 M	\$28.4 M
FY 23 Average Weekly Trips	212					
Number of Weekly Trips		144	147	150	154	157
% Decrease in Weekly Trips from FY 23		32%	30%	29%	27%	26%

Scenario #4 – SMART Projections

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Operating Budget	\$38.2 M	\$40.6 M	\$43.3 M	\$44.6 M	\$46.1 M	\$47.7 M
FY 23 Average Weekly Trips	212	212	212	212	212	212

Opportunities:

- SMART applied for and received \$7.5 million in ARP discretionary funds which will be applied in FY 23
- SMART will start receiving 5337, Federal SOGR funds, starting in FY 25 estimated to be around \$6 million/ year
- Strong rebound of sales & use tax, although growth not as strong as previous 2 years
- SMART's debt service will be paid off in FY 29
- Assumes opening of Santa Rosa to Windsor in FY 25

Challenges:

- Sales tax reauthorization
- Ridership
- Funding for Windsor, Healdsburg, & Cloverdale
- Zero emission rolling stock
- Funding that is dependent on gas tax

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Customer Service:

CustomerService@SonomaMarinTrain.org

(707) 794- 3330





January 4, 2023

David Rabbitt, Chair
Sonoma County Board of Supervisors

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

Vacant
Marin County Board of Supervisors

Melanie Bagby
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Eric Lucan
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Gabe Paulson
Marin County Council of Mayors and
Councilmembers

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Eddy Cumins
General Manager

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

SUBJECT: Citizens Oversight Committee (COC) Selection Process

Dear Board Members:

RECOMMENDATIONS:

Establish Ad Hoc Committee to review applications and recommend appointments to the COC

SUMMARY:

On December 7, 2022, the SMART Board of Directors approved the COC Bylaws. On December 19, 2022, staff posted the application on the SMART website and advertised the positions via a press release, email blast, and social media. SMART will continue accepting applications through January 13, 2023. To date, we have received 11 applications from Sonoma and Marin County residents.

Staff recommends the Board of Directors establish an Ad Hoc Committee to review applications and recommend appointments to the COC.

Very truly yours,

/s/

Eddy Cumins
General Manager

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



January 4, 2023

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
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Transportation Authority of Marin

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

SUBJECT: MTC Regional Network Management Webinar

Dear Board Members:

RECOMMENDATIONS: Appoint two (2) Board Members to attend the Regional Network Management Webinar

SUMMARY:

MTC is hosting a webinar on January 12th for Transit Agency Board Directors to present the proposed framework for Regional Network Management (RNM). This effort originated in the work of the Blue Ribbon Recovery Task Force.

In May 2020, following the approval of federal emergency funds for public transit, the Metropolitan Transportation Commission created a 32-member Blue Ribbon Transit Recovery Task Force. The Task Force assisted the MTC in understanding the scale of the crisis facing Bay Area transit systems because of the COVID-19 pandemic. It helped guide MTC's regional response through expedited distribution of federal Coronavirus Aid, Relief and Economic Security (CARES) Act Phase 2 funds. One of the four goals adopted in 2020 was: "Identify near-term actions to implement beneficial long-term network management and governance reforms."

In July 2021, the Task Force approved 27 specific near-term actions to re-shape the region's transit system into a more connected, more efficient, and more user-focused mobility network across the entire Bay Area, which were formally adopted in the Bay Area [Transit Transformation Action Plan](#) in September 2021. The Action Plan identifies five areas that are central to achieving transit transformation: fares & payment; customer information; transit network; accessibility; and funding. The transformational outcome envisioned for network management is that "Bay Area transit services are equitably planned and integrally managed as a unified, efficient and reliable network."

The Network Management Business Case Evaluation is a project that was recommended by the Blue Ribbon Transit Recovery Task Force and the Transit Transformation Action Plan in 2021.

The focus of the business case evaluation is centered on outlining a preferred regional network management framework to achieve near-term and longer-range transit mobility goals.

The project was guided by a Network Management Business Case Advisory Group which convened in 2022 and was chaired by Denis Mulligan (General Manager, Golden Gate Bridge, Highway and Transportation District) and Vice-Chaired by Alicia John-Baptiste (President and CEO, SPUR).

The evaluation has reached the point of determining the preferred Regional Network Management (RNM) Framework. The proposed framework creates new advisory committees as well as three new associated staff positions:

1. **MTC/MTC RNM Committee:** Leverage existing regional purview and planning capabilities to help set the regional vision and policies for transit in the Bay Area and drive the direction of the RNM;
2. **RNM Council:** Council comprised GM-level Operator and MTC representatives who understand transit operations and can represent the interests of their stakeholders, make critical recommendations on regional;
3. **“Voice of the Customer” Advisory Committee:** Group of stakeholders who represent the customer and can help inform decision-making with the customer in mind;
4. **Task Forces & Sub-Committees:** Temporary (Task Forces) or longer-term (Sub-Committees) groups comprised a broad range of representatives, including Operators, stakeholders, and subject matter experts, that will help complete analysis and develop policy recommendations / options for topics.

The next steps are to identify committee members, hire staff, and establish key performance measures (KPIs) for the evaluation of the program. The work will be presented to the MTC Executive Committee on January 13th, and to the MTC Commission for review on January 25th.

The KPIs will be established to track the achieved benefits of regional transit and inform regional transit policy decisions. Standardized regional metrics are recommended to give the RNM authority and incentivize participation in regional activities (e.g., through new approaches to funding).

MTC is hosting a webinar for Transit Agency Board of Director Chairs and General Managers at 4:00 pm on Thursday, January 12, 2023; it will be a noticed and open to the public event. Two members of each transit agency board are invited to attend. Registration is required; board members have received the link to register via email.

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

Respectfully,

/s/

Emily Betts

Principal Planner



Regional Network Management (RNM)

REFINEMENTS TO RNM AND NEXT STEPS

DECEMBER 12, 2022

1:00 PM

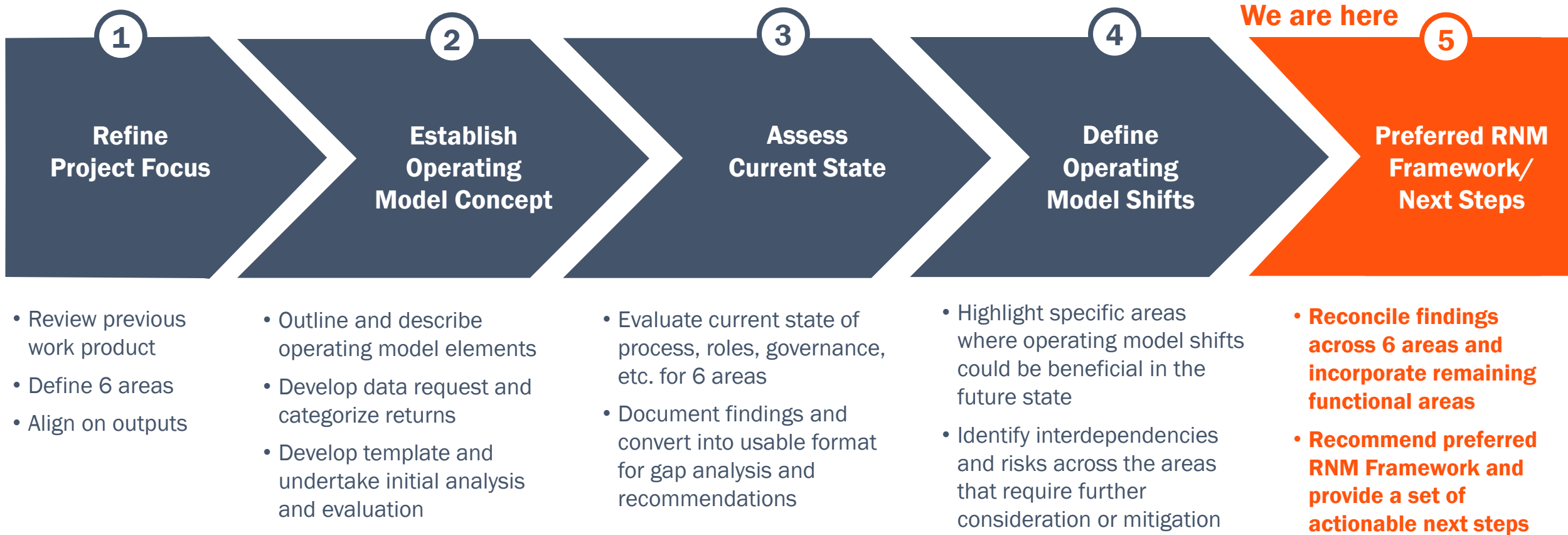
Agenda

- **Welcome & Chair Comments**
Denis Mulligan, Chair (5 min.)
- **Progress Update**
Guy Wilkinson, KPMG (5 min.)
- **Refinements to Short/Near-Term RNM**
Guy Wilkinson, KPMG (20 min.)
- **Draft RNM Charter & Evaluation Framework for RNM Evolution**
Guy Wilkinson, KPMG (10 min.)
- **180-Day Plan for Short/Near-Term RNM**
Guy Wilkinson, KPMG (10 min.)
- **Next Steps**
Guy Wilkinson, KPMG &
Therese McMillan, MTC (10 min.)
- **Public Comment**

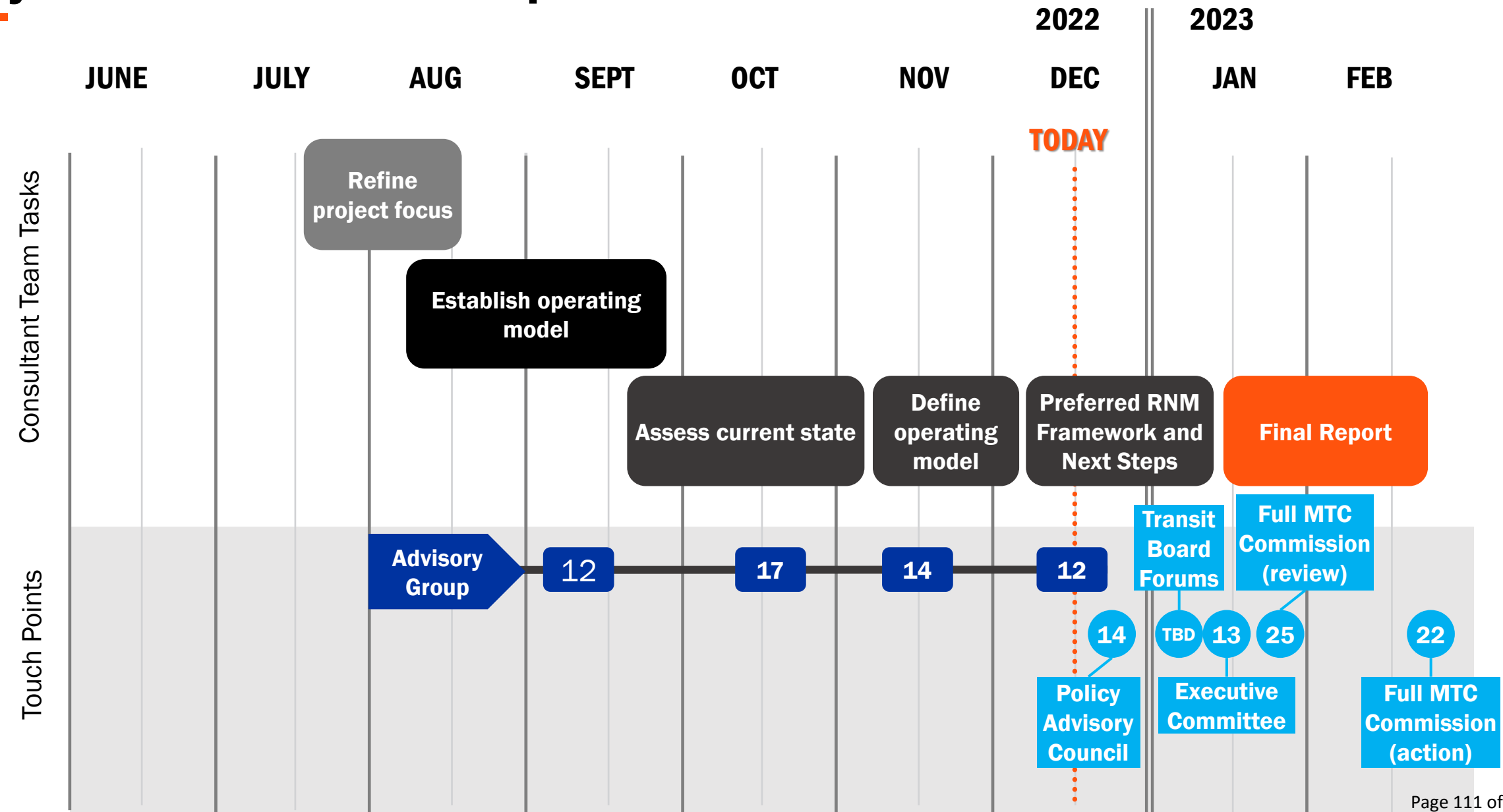


Progress Update

Progress Update



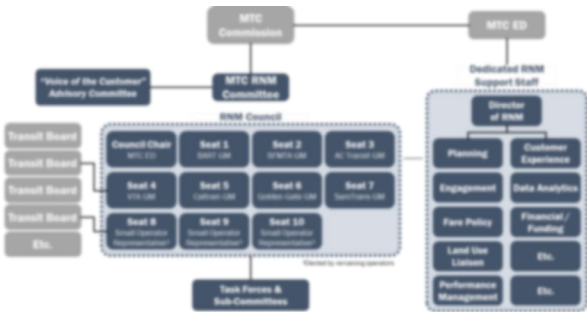
Project Schedule & Touchpoints



Since the November AG Meeting, we have refined the Short/Near-Term RNM after considering your feedback and identified actions needed to stand up the framework



During the last AG meeting, we presented a preliminary Short/Near-Term RNM Framework along with a concept for how it will evolve over the long term



After considering your feedback, we have refined and/or clarified specific elements of the RNM Framework, which we will present today



Days 0-30 (Nov 6 - Nov 10)	Days 31-60 (Nov 11 - Nov 15)	Days 61-100 (Nov 16 - Nov 20)
<ul style="list-style-type: none">Develop initial budget, determine funding requirements, and identify funding sourcesFinalize RNM CharterEstablish RNM Director Search CommitteeWrite RNM Director job description / requisitionComplete hiring process for RNM DirectorIdentify and acquire RNM office space / IT needsIdentify MTC RNM Committee MembersFurther define and establish the "Voice of the Customer" Advisory Committee	<ul style="list-style-type: none">Write job descriptions / requisitions for any immediate Dedicated Support Staff (Days 2-3 staff)Complete hiring process for any immediate Dedicated Support StaffHold first RNM Council meetingSign on RNM staffSign on immediate action items / priority initiatives for the RNM (e.g., activating transfers, collective bargaining agreements)Establish any immediate Task Forces or Sub-Committees	<ul style="list-style-type: none">Establish RNM reporting process and begin reporting on KPIsHold first MTC RNM Committee meetingDevelop and approve annual RNM budget

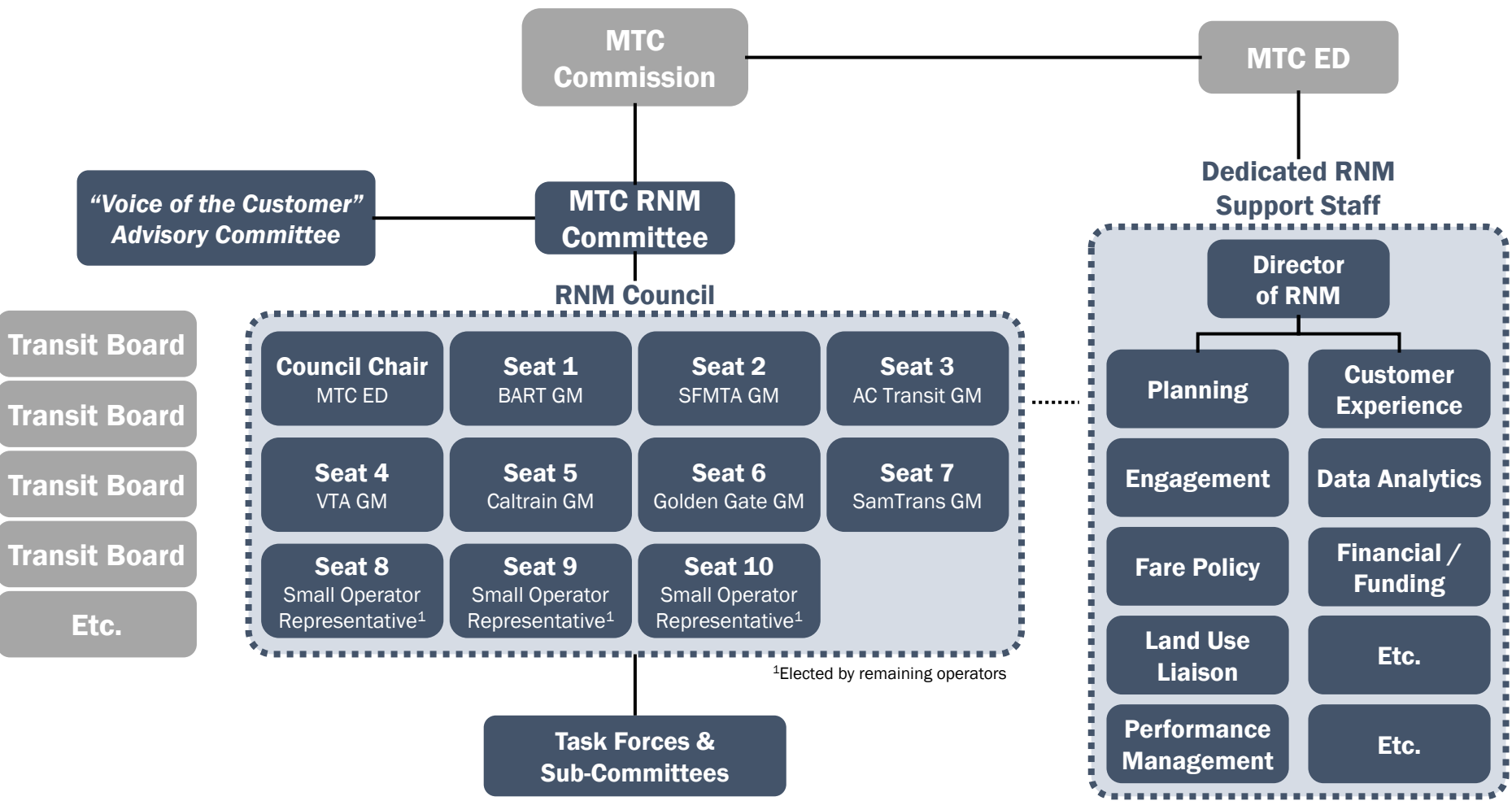
Additionally, we have also identified the actions needed to stand up the Short/Near-Term RNM and have provided some initial ideas for items such as the RNM charter and KPIs which we will also review today

Refinements to Short/Near- Term RNM

Key Refinements to the Short/Near-Term RNM Framework

- 1 **MTC RNM Committee:** Additional detail added to provide clarification on how MTC will interface with the RNM, which includes the MTC Board, the MTC Executive Director, and a new Committee within MTC (note that this committee structure / approach is typical to how MTC does business)
- 2 **“Voice of the Customer” Advisory Committee:** Reporting line moved from RNM Council to MTC, to reflect expectation that the Advisory Committee will present reports to MTC RNM Committee to support informed decision making; additional detailed provided on proposed structure
- 3 **Transit Boards:** Transit Boards added to the graphic to help demonstrate the important role that transit boards will play in approving implementation plans proposed by the RNM for individual Operators
- 4 **Director of RNM:** Title changed from “Director of RNM Operations” to “Director of RNM” to avoid confusion with the typical use of “operations” (i.e., operating a transit system) (*note: Director of RNM will report to MTC Executive Director; however, level of role with MTC is to be determined*)
- 5 **Dedicated Support Staff:** Two additional roles added to support the voice of the customer: (1) Customer Experience and (2) Data Analytics
- 6 **RNM Council:** Name changed from “RNM Executive Board” to “RNM Council” to avoid confusion between other executive boards (e.g., Clipper Executive Board, ABAG Executive Board, MTC Executive Committee)
- 7 **RNM Council Facilitator:** Facilitator role removed as a facilitator is likely not needed, or could be hired on an as-needed basis
- 8 **Long-Term RNM:** Recurring 2-year formal performance review added to help ensure that the RNM continues to evolve over time

Updated Short / Near-Term RNM



✓ Customer Focused:

- Enables highly inclusive decision making to bring a broad range of perspectives
- Multiple engagement points for the "Voice of the Customer" to prioritize customers in decision making

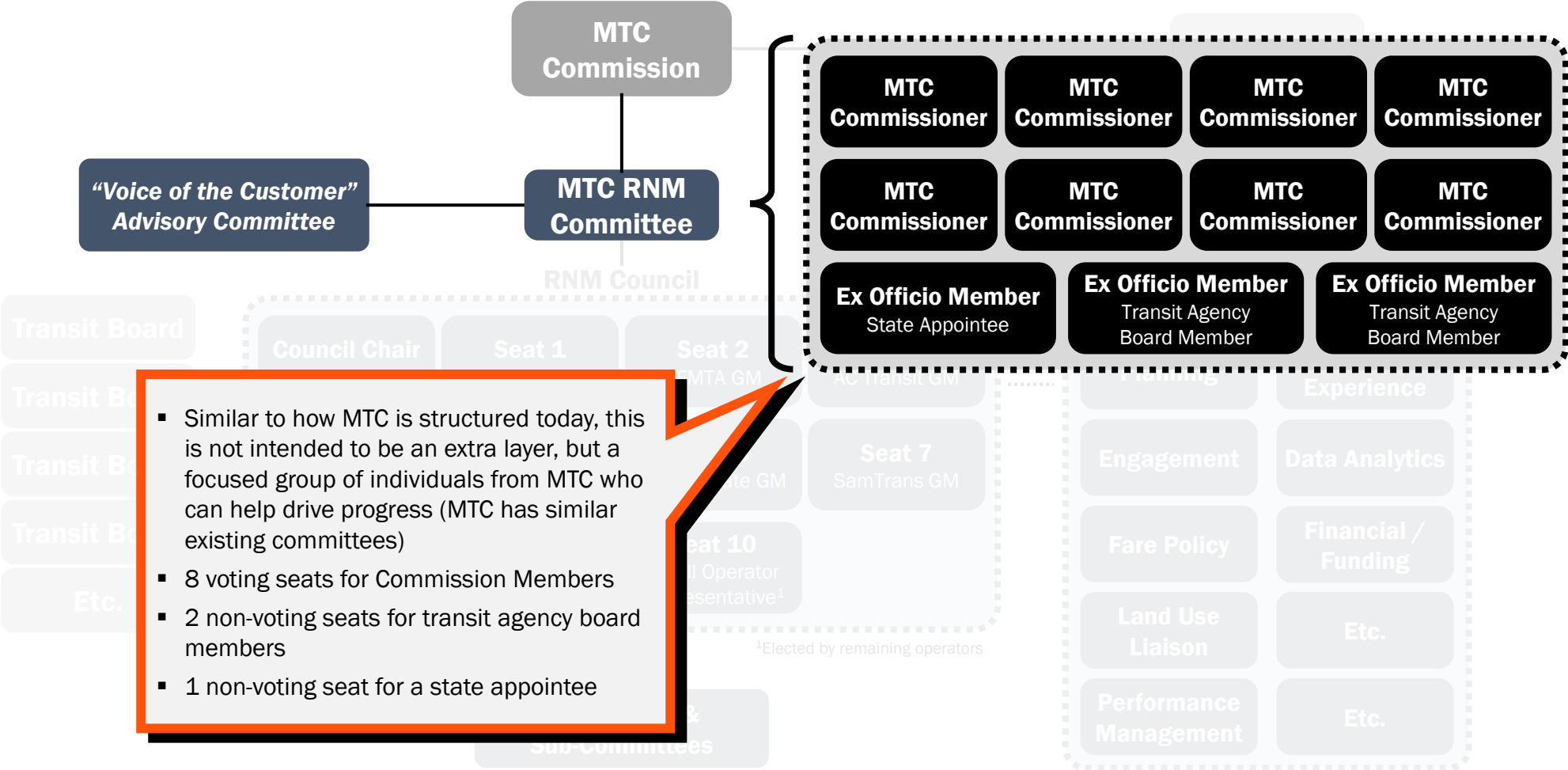
✓ Structured for Scale:

- Task Forces and Sub-Committees can be added or subtracted as additional Functional Areas are added or regional priorities shift
- Team of Dedicated Support Staff can grow over time to provide needed capacity to Operators
- Joint teams, with potential opportunities for seconded staff, enable high quality proposals to reach the Council, driving effective use of GM time

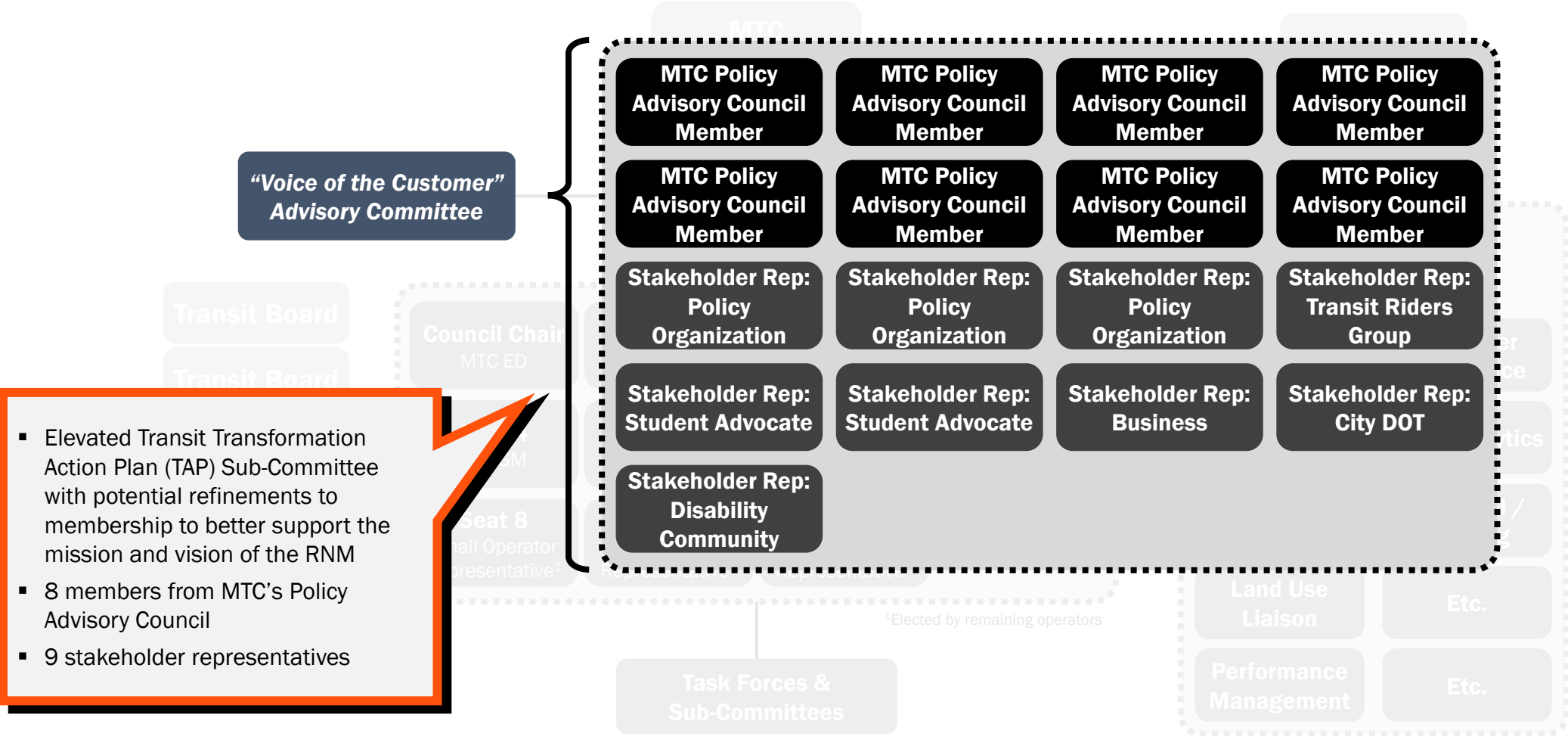
✓ Balances Short-Term Momentum with Long-Term Transformation:

- Allows RNM to be stood up quickly to begin working on priority items, but also allows continuous evolution
- Seeks to drive cost and time effectiveness
- Feasible within current legislative constraints

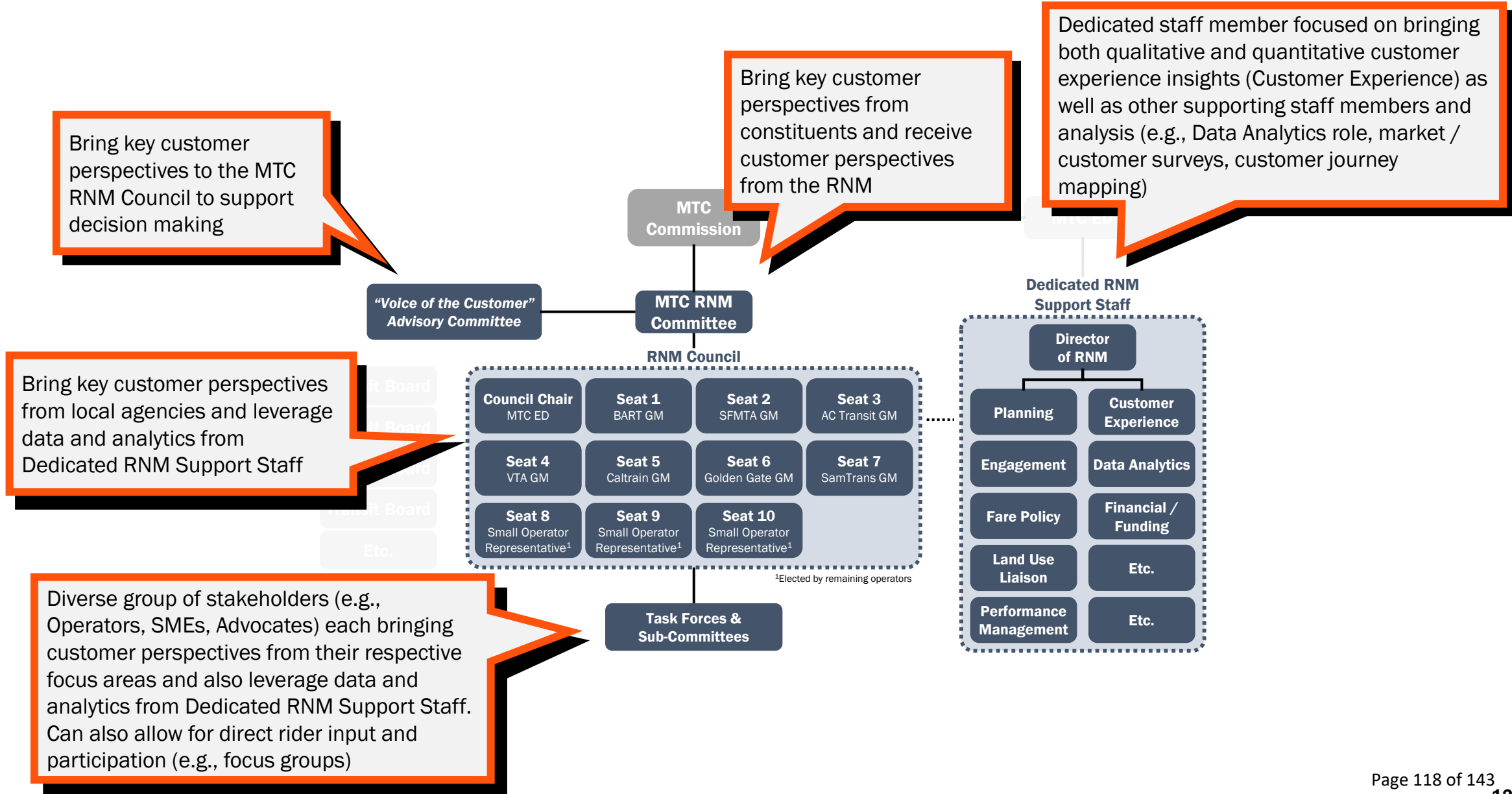
MTC RNM Committee



Voice of the Customer Advisory Committee

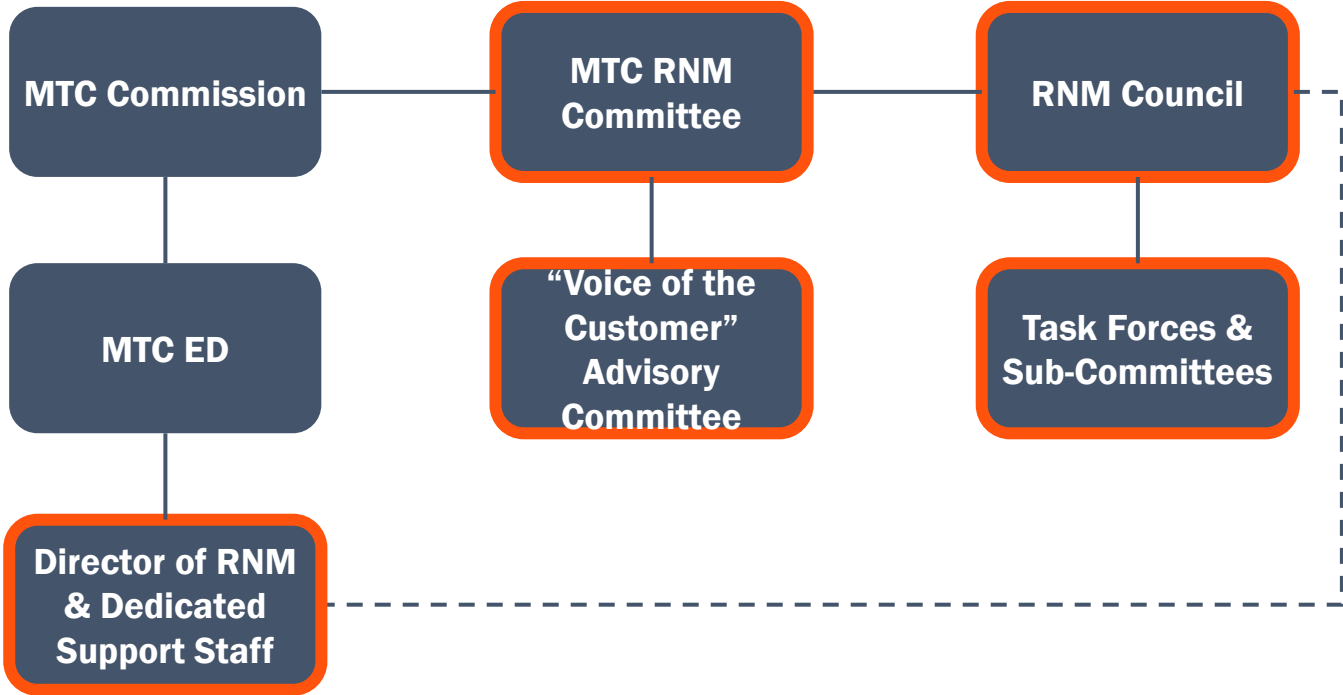


Engagement Points for the Voice of the Customer



Where the RNM Sits (Short / Near-Term)

Note: Director of RNM and Dedicated RNM Support Staff will be MTC employees and therefore have a solid reporting line to MTC (meaning that hiring, performance reviews, etc. will be completed by MTC); however, these roles will have a dotted reporting line to the RNM Council (meaning that the RNM Council will provide more strategic direction for where these roles should prioritize their time)



Draft RNM Charter and Evaluation Framework for RNM Evolution

Draft Charter for Short/Near-Term RNM (Illustrative)

Note: Charter is intended to provide a simple view of the RNM mission, vision, and objectives as well as set clear expectations for operations

Mission

To drive transformative improvements in the customer experience for regional Bay Area transit

Vision

To advance regional goals in equity, livability, climate, and resiliency through a unified regional transit system that serves all Bay Area populations

Roles & Responsibilities

- **MTC/MTC RNM Committee:** Leverage existing regional purview and planning capabilities to help set the regional vision and policies for transit in the Bay Area and drive the direction of the RNM
- **RNM Council:** Council comprised GM-level Operator and MTC representatives who understand transit operations and can represent the interests of their stakeholders, make critical recommendations on regional policies, and provide leadership and implementation of policies
- **“Voice of the Customer” Advisory Committee:** Group of stakeholders who represent the customer and can help inform decision-making with the customer in mind
- **Dedicated RNM Support Staff:** Group of dedicated staff (potential opportunity for seconded staff as well) with a broad range of capabilities and expertise to support the operations and analysis of the RNM
- **Task Forces & Sub-Committees:** Temporary (Task Forces) or longer-term (Sub-Committees) groups comprised a broad range of representatives, including Operators, stakeholders, and subject matter experts, that will help complete analysis and develop policy recommendations / options for topics

Key Performance Indicators (KPIs)

Benefits KPIs			Program KPIs
Customer Benefits	Network Mgmt. Benefits	Other Public Benefits	RNM Program Performance
▪ TBD	▪ TBD	▪ TBD	▪ TBD
▪ TBD	▪ TBD	▪ TBD	▪ TBD
▪ TBD	▪ TBD	▪ TBD	▪ TBD

Note: See example KPIs on next page

Continuous Improvement

- RNM Program KPIs to help inform improvement needs
- Continuous improvement of RNM operations to be driven by Director of RNM and Dedicated Support Staff
- Continuous improvements to RNM framework to be driven by RNM Council
- Formal review of RNM to be completed by MTC 2 years after establishment

Meeting Cadence

- **MTC RNM Committee:** Every other month (minimum)
- **RNM Council:** Monthly (minimum)
- **“V.O.C.” Advisory Committee:** Every other month (minimum)
- **Task Forces & Sub-Committees:** To be determined on an individual basis

Reporting Requirements

- **Bi-Monthly (Every Other Month) Progress Report to MTC RNM Committee** (RNM Council)
- **Semi-Annual Report on Achievements, KPIs, and Next Steps** (RNM Council)
- **Bi-Monthly (Every Other Month) Voice of the Customer Report** (V.O.C. Advisory Committee)

KPIs & Priority Initiatives (Illustrative)

KPIs			
Benefits KPIs			Program KPIs
KPIs to track the achieved benefits of regional transit and inform regional transit policy decisions			KPIs to monitor the performance of the RNM and inform RNM evolution
<div>Customer Benefits</div> <div>—</div> <div>Examples include:</div> <ul style="list-style-type: none">▪ Connection times▪ Regional commute time▪ % of accessible transit stations▪ Etc.	<div>Network Management Benefits</div> <div>—</div> <div>Examples include:</div> <ul style="list-style-type: none">▪ Regional ridership▪ Total regional operating costs▪ Regional fare revenue▪ Etc.	<div>Other Public Benefits</div> <div>—</div> <div>Examples include:</div> <ul style="list-style-type: none">▪ Commute mode choice▪ GHG Emissions▪ % of income spent on transit▪ Etc.	<div>RNM Program Performance</div> <div>—</div> <div>Examples include:</div> <ul style="list-style-type: none">▪ % and timeliness of priority initiatives complete▪ % of RNM vacancies▪ Regional policies implemented▪ Etc.

Priority Initiatives
Initiatives identified as priority items for the RNM to address (e.g., BRTF outcomes)
<div>Examples include:</div> <ul style="list-style-type: none">▪ Fares and Payment: Simpler, consistent, and equitable fare and payment options attract more riders (BRTF)▪ Wayfinding & Mapping: Integrated mapping, signage, and real-time schedule information to make transit easier to navigate and more convenient for both new and existing riders (BRTF)▪ Connected Network Planning: Bay Area transit services are equitable planned and integrally managed as a unified, efficient, and reliable network (BRTF)▪ Etc.

How the Operating Model will Drive Long-Term Evolution of the RNM

Note: To support continuous improvement, KPIs will be established at creation to track RNM performance and a formal review of the RNM framework will be conducted 2 years after creation by MTC

Short / Near-Term RNM Framework



Establish Leadership & Scale Roles



Establish foundational leadership roles while scaling support elements to meet changing priorities

Establish & Expand Regional Tools



Develop tools and technology to drive standardization and improve efficiency

Refine Processes & Enhance Incentives



Update processes to meet changing needs / goals and enhance incentives to support process implementation

Sharpen Authorities



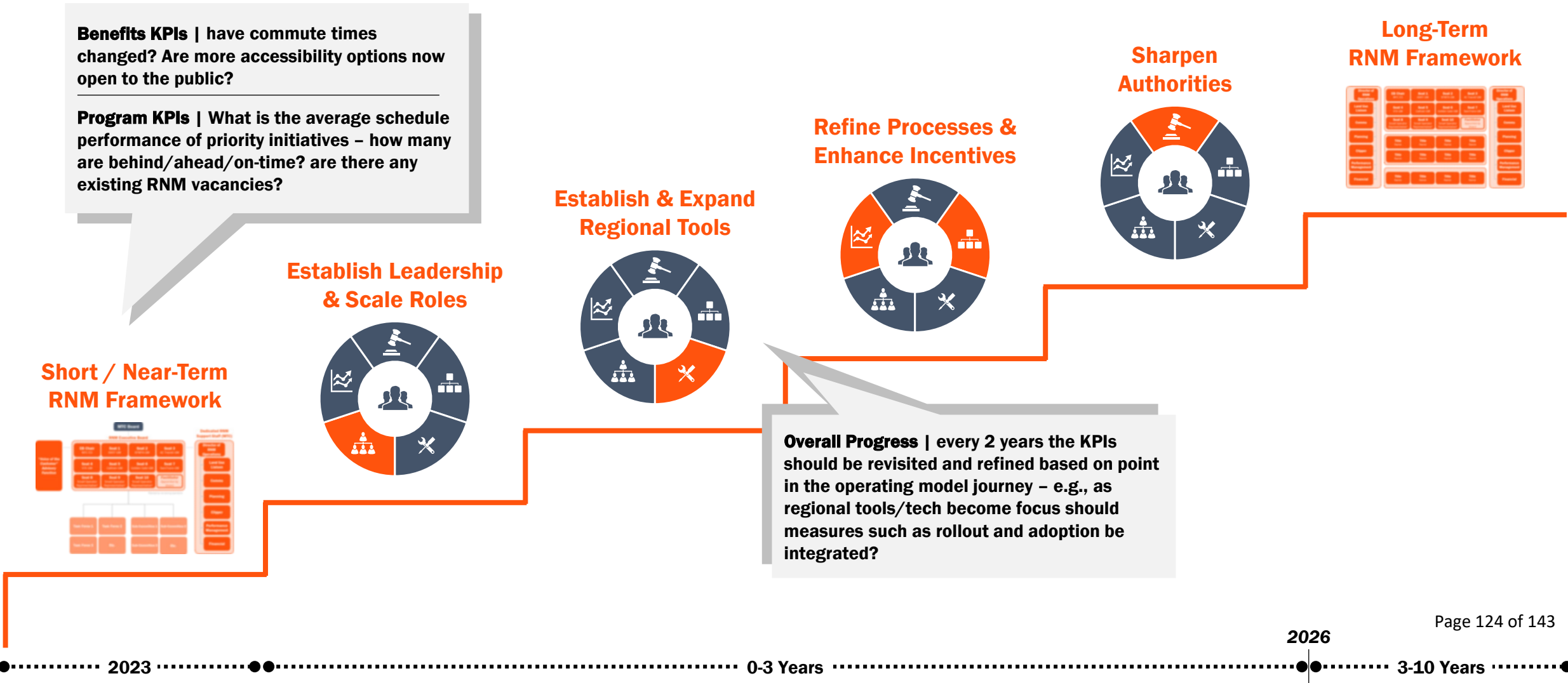
Enhance agency authorities to align decision-making capabilities with regional goals

Long-Term RNM Framework



2023 0-3 Years 2026 3-10 Years

Using Metrics & KPIs to Measure Progress



180-Day Plan for Short/Near- Term RNM

180-Day Plan for Standing up the RNM (PRELIMINARY)

Note: 180-Day plan to be finalized following further approvals by MTC leadership

Pre-Launch (Dec 13 – Feb 28)	Days 0-60 (Mar 1 – Apr 30)	Days 61-120 (May 1 – Jun 30)	Days 121-180 (Jul 1 – Aug 30)
<ul style="list-style-type: none"> ❑ Develop initial budget, determine funding requirements, and identify funding sources ❑ Write RNM Director job description / requisition ❑ Finalize RNM Charter ❑ Develop draft MOU (or other agreement mechanism) ❑ Write job descriptions / requisitions for any immediate Dedicated Support Staff (likely 2-3 staff) ❑ Identify members for the “Voice of the Customer” Advisory Committee ❑ Determine mechanism to enable seconded staff ❑ Obtain final approval from MTC Commission on RNM for launch 	<ul style="list-style-type: none"> ❑ Align on RNM KPIs ❑ Align on Priority Initiatives ❑ Begin hiring process for RNM Director ❑ Begin seeking MOU approval from Transit Boards ❑ Begin hiring process for any immediate Dedicated Support Staff ❑ Identify MTC RNM Committee Members (after new chair of MTC is appointed) ❑ Hold first MTC RNM Committee meeting ❑ Hold first Voice of the Customer Advisory Committee meeting 	<ul style="list-style-type: none"> ❑ Hold first RNM Council meeting ❑ Hold second Voice of the Customer Advisory Committee meeting ❑ Hold second MTC RNM Committee Meeting ❑ Develop and approve annual RNM budget 	<ul style="list-style-type: none"> ❑ Establish KPI reporting process and begin reporting on KPIs ❑ Issue first Bi-Monthly (Every Other Month) Progress Report to MTC RNM Committee ❑ Hold second RNM Council meeting ❑ Hold third Voice of the Customer Advisory Committee meeting ❑ Hold third MTC RNM Committee Meeting ❑ Hold second RNM Council Meeting

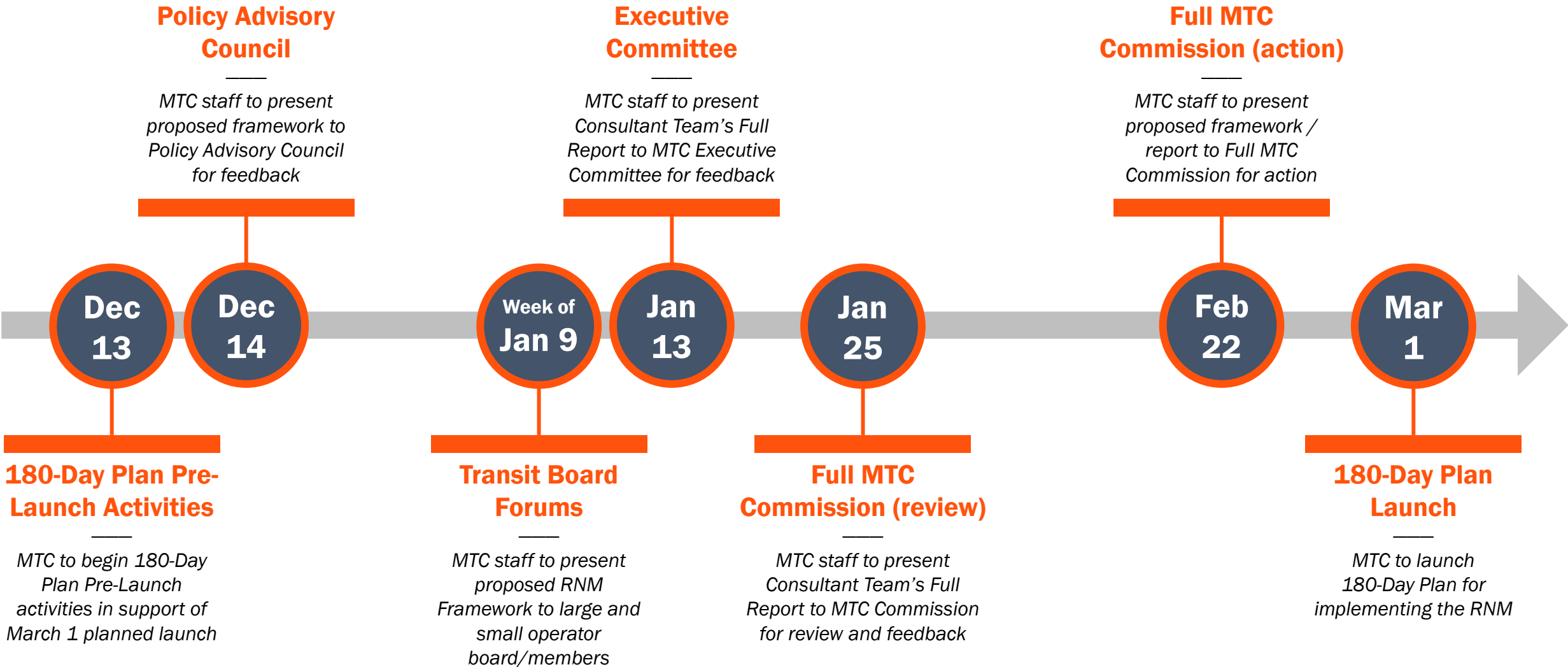
Estimated Initial Budget to Stand Up the RNM

Role	Quantity	Fully Loaded Staff Costs ¹	Total
Director of RNM	1	\$600k	\$600k
Dedicated Staff Member	2-3	\$350k - \$500k	\$700k - \$1.5m
Note: these values are for incremental personnel and would be <u>in addition</u> to those currently working in similar capacities at MTC and Transit Agencies			\$1.3m - \$2.1m

¹Source: Fully loaded rates (salaries, benefits, and overhead) from MTC

Next Steps

Next Steps & Milestones

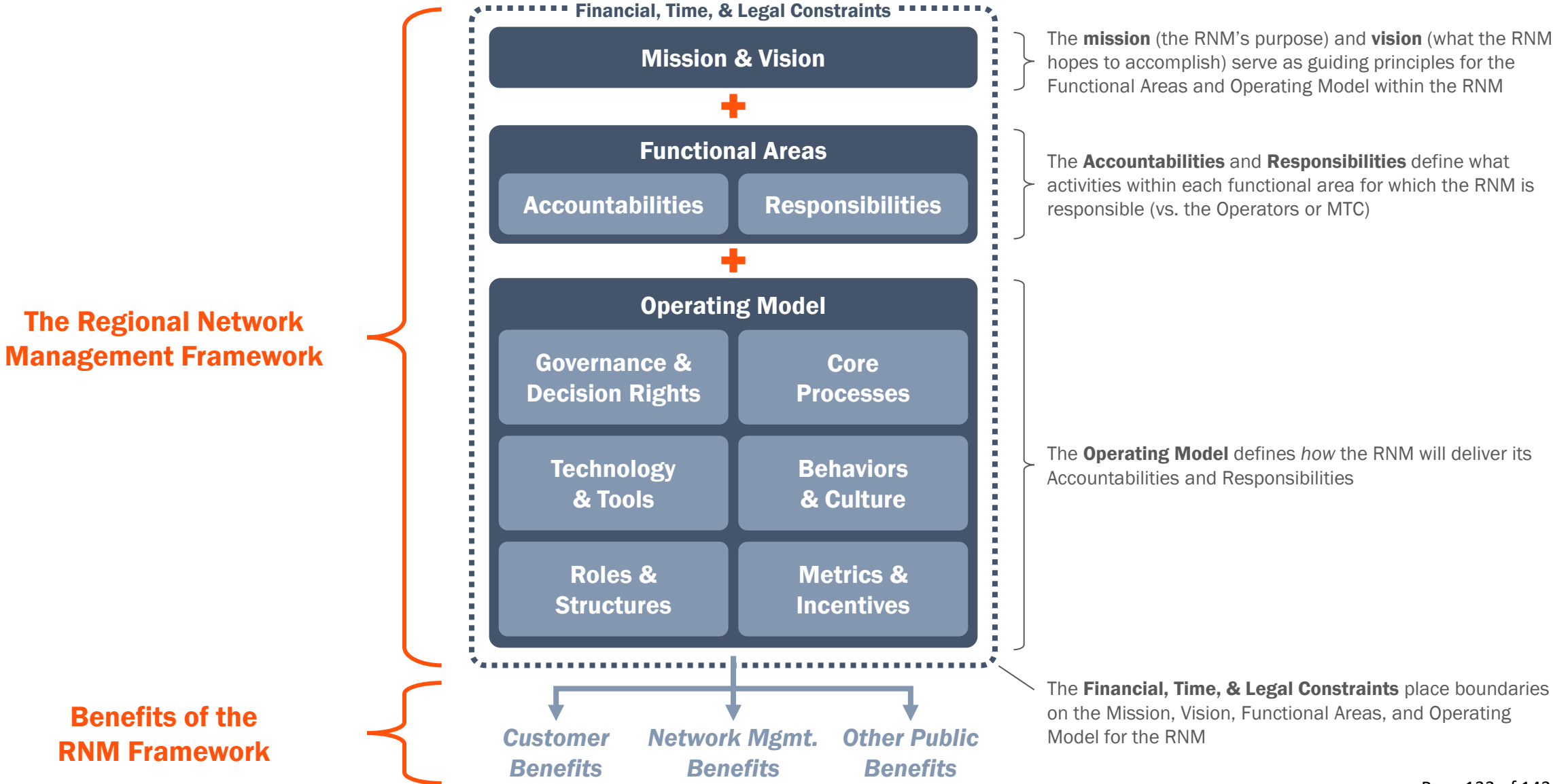


Discussion Questions

Topic		Discussion Questions
1	Updated Short / Near-Term RNM (Slide 9)	Does the updated Short / Near-Term RNM effectively reflect your feedback? Are there any other refinements that should be considered at this stage?
2	180-Day Plan (Slide 20)	What feedback do you have on the activities and their respective timing in the 180-Day Plan? Are there any activities that we are missing?

Appendix

The RNM Framework



Proposed RNM Mission & Vision Statements

Proposed Mission Statement (“Core Purpose”)

To drive transformative improvements in the customer experience for regional Bay Area transit

Proposed Vision Statement (“Why”)

To advance regional goals in equity, livability, climate, and resiliency through a unified regional transit system that serves all Bay Area populations

Regionalization for each Functional Area was based on the identified Regionalization Considerations & Categories

Will regionalizing this accountability / responsibility...

1 Improve the customer experience

- Such as:
- Reduce travel times
 - Improve equity
 - Simplify the user interface
 - Enhance accessibility
 - Increase affordability

and
/ or

2 Unlock efficiencies

- Such as:
- Enable sharing of costs
 - Generate economies of scale
 - Reduce time spent on coordination activities
 - Reduce duplicative efforts / activities
 - Enable / attract funding

and
/ or

3 Be feasible

- Such as:
- Is not cost prohibitive
 - Within achievable legal / regulatory limitations
 - Agency has path to authority, where required
 - Is operationally possible

Preliminary Regional Role for Functional Area Activities

Fare Integration Policy

- Set the **regional vision** for fare integration **(C/F)**
- Establish regional fare integration **policies** (e.g., Tier 3/4) **(C/E/F)**
- Establish policy implementation plans, including the **identification of funding** **(E/F)**

Wayfinding & Mapping

- Set the **regional vision** for wayfinding **(C/F)**
- Establish regional wayfinding **policies** (e.g., design standards, compliance requirements) **(C/E/F)**
- Establish policy implementation plans, including the **identification of funding** **(E/F)**
- Deliver centralized procurement, where relevant **(E/F)**

Accessibility

- Embed accessibility within each of the other functional area plans **(C/F)**
- Define a regional vision for paratransit operations **(C/F)**
- Identify improvements needs re: implementation of paratransit policies and requirements **(C/F)**
- Establish a regional implementation plan **(C/E/F)**

Key Takeaways

1) Regional Role: Regional entity will set the vision, make select funding decisions, develop the regional policies, create implementation plans, and implement regional programs (as needed) by coordinating stakeholders

2) Operator Role: Operators will be highly involved in regional decision making, provide local stakeholder perspectives / needs, and implement regional policies

3) RNM Framework: RNM Framework will need to be designed to facilitate the effective and efficient interplay of these two roles (see slide 14 for key operating model needs)

Bus Transit Priority

- Set the **regional vision** for BTP **(C/F)**
- For BTP Corridors: Define corridors, establish standard data / reports; identify needs / initiatives; serve as the central coordination point for state, county, and city stakeholders **(C/E/F)**
- For Non-BTP Corridors: Recommend potential initiatives; serve as the central coordination point for state, county, and city stakeholders **(C/E/F)**
- Establish policy implementation plans, including the identification of funding **(E/F)**

Rail Network Mgmt.

- Set the **vision** for the regional rail network **(C/F)**
- Translate regional vision into regional implementation plan (project prioritization, sequencing, integration points, project funding, delivery approach, etc.) **(C/E/F)**

Connected Network Planning

- Identify critical regional transit gaps to create CNP **(C/F)**
- Establish and create data tools for regional planning **(E/F)**
- Identify funding priorities and establish service standards **(C/E/F)**
- Draft changes to CTP guidelines to include identified regional transportation gaps in county planning process **(C/F)**

Legend: **C** = Improve the Customer Experience **E** = Unlock Efficiencies **F** = Be Feasible

The current-state assessment revealed cross-cutting challenges for which the RNM Operating Model will be focused to address:

Governance and Decision Rights

- Need to establish a single entity to coordinate / drive regional decision making
- Need to place existing / potential customers at the forefront of decision making
- Need to provide then RNM with clear policy purpose and hold the RNM accountable for delivery
- Need to establish common regional objectives / vision

Metrics and Incentives

- Need to establish standardized regional metrics
- Need to give the RNM authority / incentivize participation in regional activities (e.g., through new approaches to funding)
- Need to be able to obtain commitment from the participants in the RNM

Roles and Structures

- Need to leverage existing resource capabilities and capacities in the short/near term, but enable ability to scale over the long term
- Need to provide technical and communications capacity to support Operators
- Need to include a broad range of stakeholders

Behaviors and Culture

- Need to promote collaboration and trust between policy funding bodies and implementation bodies
- Need to ensure cross-integration of regional priorities
- Need to find right leader to drive the growth and success of the RNM and regional objectives

Core Processes

- Need to improve planning / coordination processes
- Need to provide a simpler interface for key stakeholders / riders to provide input or coordinate activities
- Need to enable faster and more inclusive decision-making processes

Technology and Tools

- Need to establish regional tools (e.g., regional travel market/demand model)
- Need to establish common language for data collection and reporting
- Need to enable centralized / shared procurement, where beneficial / possible



To address these challenges, the RNM will need three key elements

Regional Visioning Element

- Set the strategic vision / direction and ensure outcomes for customers
- Be accountable for regional transit network policy and priorities
- Approve / create / revise regional policies
- Approve new and existing sources of funding
- Provide a voice to key stakeholders to enable trust

Steering Element

- Provide / reach consensus on policy recommendations (to be approved by Regional Visioning Element or Operators)
- Define and report performance metrics on outcomes for RNM
- Guide Administrative / Operational Element on execution

Administrative / Operational Element

- Provide a dedicated staff and tools to enable execution and provide capacity support
- Develop policy recommendations / options to be acted on by Steering Element
- Support the Steering Element through subject matter expertise, execution, and coordination
- Provide a voice to key stakeholders to enable trust

These three elements can be delivered through several components

Regional Visioning Element

MTC RNM Committee: Leverage existing regional purview and planning capabilities to help set the regional vision for transit in the Bay Area and drive the direction of the RNM

“Voice of the Customer” Advisory Committee: Group of stakeholders who represent the customer and can help inform decision-making with the customer in mind

Steering Element

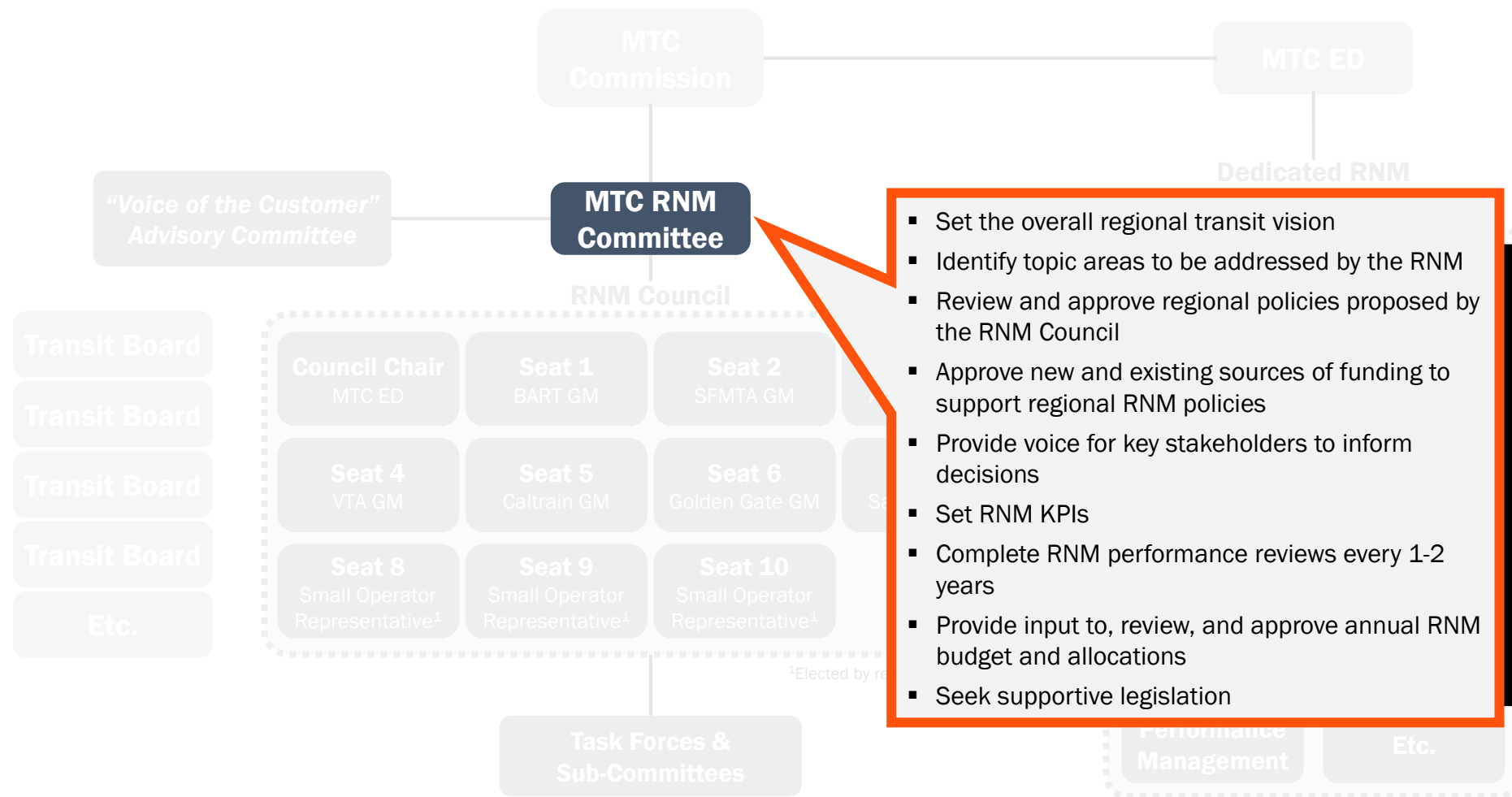
RNM Council: Council comprised GM-level Operator and MTC representatives who understand transit operations and can represent the interests of their stakeholders, make critical decisions on regional policies, and provide leadership

Administrative / Operational Element

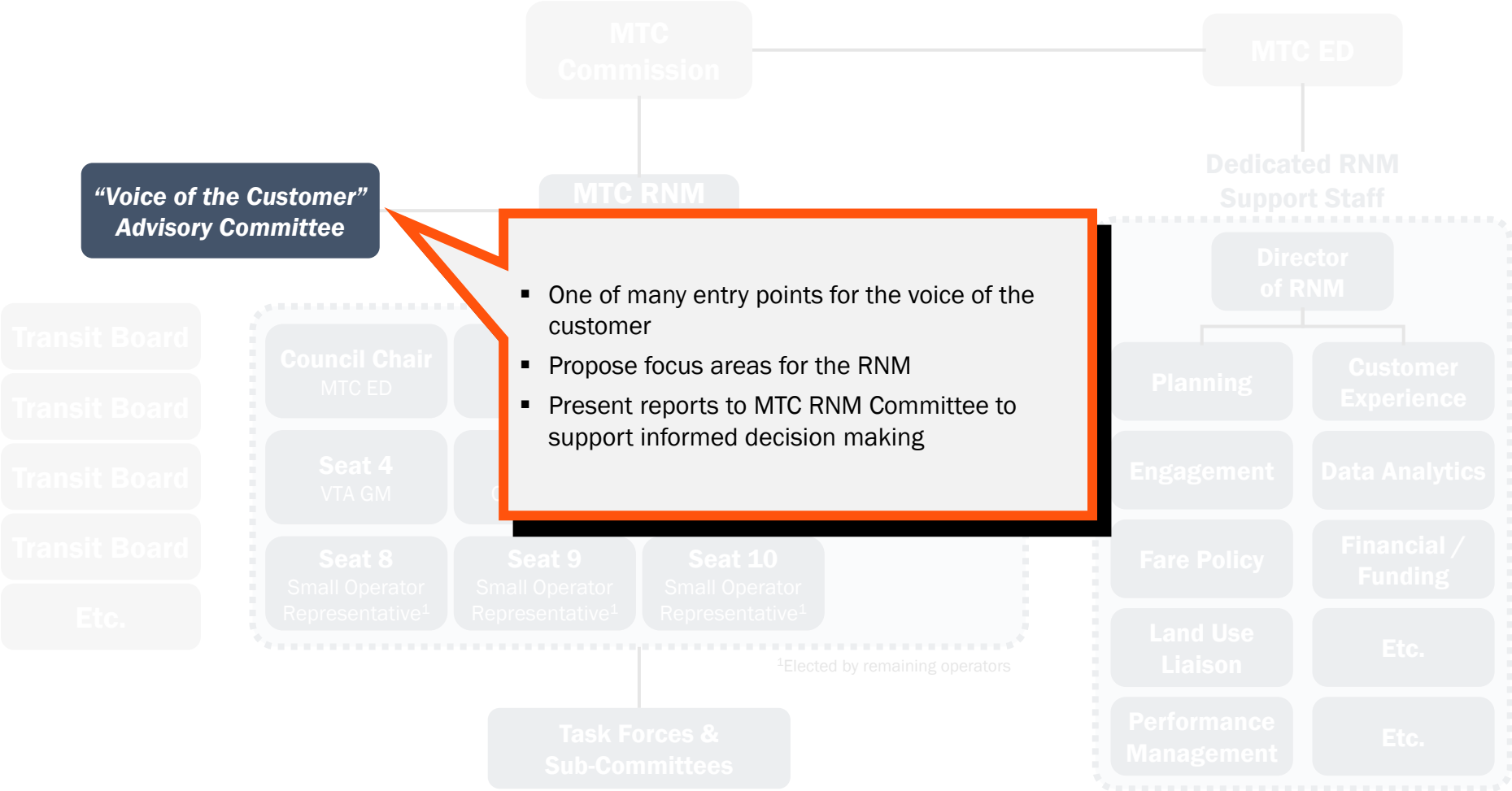
Dedicated RNM Support Staff: Group of dedicated staff (potential opportunity for seconded staff as well) with a broad range of capabilities and expertise to support the operations and analysis of the RNM

Task Forces & Sub-Committees: Temporary (Task Forces) or longer-term (Sub-Committees) groups comprised a broad range of representatives, including Operators, stakeholders, and subject matter experts, that will help complete analysis and develop policy recommendations / options for topics

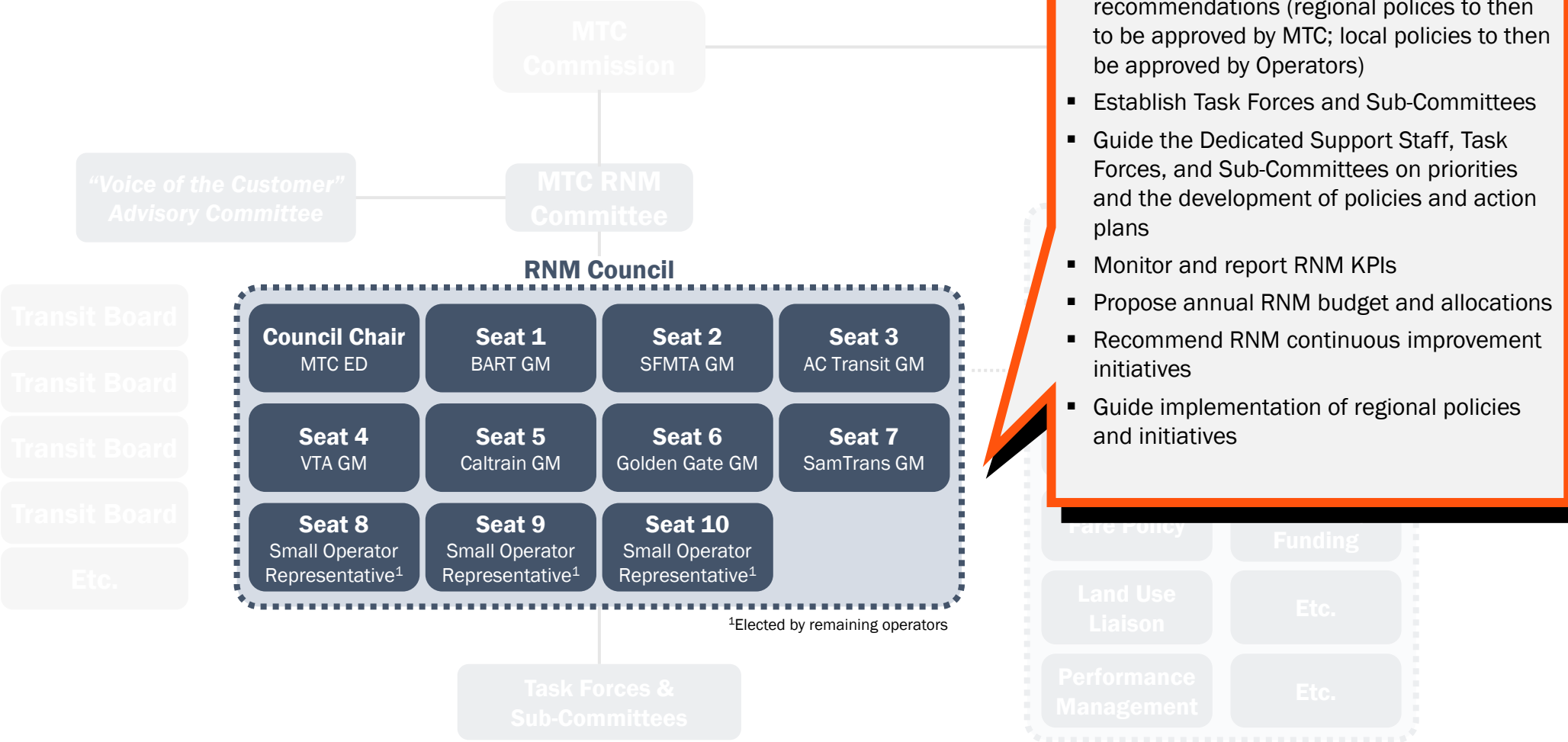
Proposed Short / Near-Term RNM



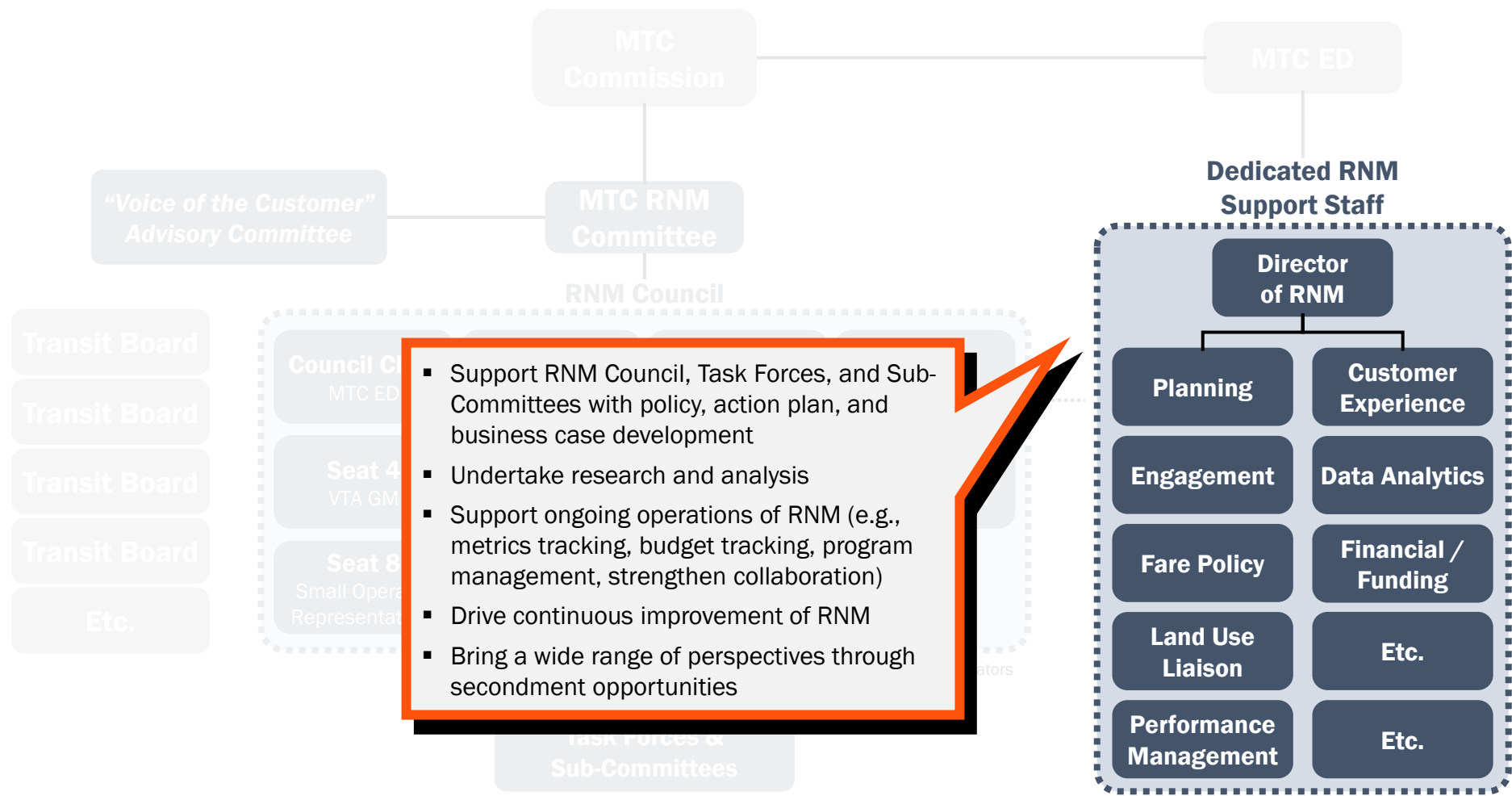
Proposed Short / Near-Term RNM



Proposed Short / Near-Term RNM



Proposed Short / Near-Term RNM



Proposed Short / Near-Term RNM

