

BOARD OF DIRECTORS REGULAR MEETING AGENDA May 15, 2019 – 1:30 PM

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

- 1. Call to Order
- 2. Approval of the May 1, 2019 Board Minutes
- 3. Public Comment on Non-agenda Items
- 4. Board Member Announcements
- 5. General Manager's Report
- 6. Review Proposed Preliminary Fiscal Year 2019-20 Budget and FY 2018-19 Year-End Revised Budget Report
- 7. Approve a Resolution authorizing the General Manager to submit SMART's application and any necessary subsequent information to the Metropolitan Transportation Commission and the State of California for \$263,331 in State Transit Assistance State of Good Repair Program Funds for the SMART Capital Spare Parts Project
- 8. Support for Senate Bill 742 (Allen) Regarding Intercity Rail Feeder Bus Requirements
- 9. Review and Consider SMART's Projects for the Regional Transportation Plan Plan Bay Area 2050; Receive Public Comment on the Proposed Submittals by SMART to the Metropolitan Transportation Commission
- 10. Authorize the General Manager to Execute Amendment No. 2 to Contract No. EV-PS-18-002 with WRA in an amount of \$250,000 for environmental monitoring and training for the for the Payran to Southpoint Pathway Project, the Mira Monte Project, and the Windsor Extension Project

- 11. Approve a Resolution Authorizing the General Manger to execute Agreement No. CV-BB-19-001 with Ghilotti Bros., Inc in an amount of \$249,280 for Enhanced Pedestrian Safety Improvements
- 12. Next Regular Meeting Board of Directors, June 5, 2019 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954

13. Adjournment

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BOARD OF DIRECTORS REGULAR MEETING MINUTES

May 1, 2019 - 1:30 PM

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

1. Call to Order

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

2. Approval of the April 17, 2019 Board Minutes

MOTION: Director Naujokas moved approval of the April 17, 2019 Board Minutes as presented, Director Rabbitt second. The motion carried 7-0-0 (Director Rogers absent; Directors Arnold, Connolly, and Zane arrived later).

3. Public Comment

Duane Bellinger said that an Apartment complex is being built on the old Brody property, which is east of the Corona Station. He suggested that SMART set up a temporary station for the Penngrove Parade and offer free rides to teachers during Teacher Appreciation Day/Week.

4. Board Members Announcements

Director Fudge stated she was a speaker at the Calistoga Rotary on Thursday, April 25th. She provided them an update on SMART and believes we have gained a few more riders.

Vice Chair Pahre stated that the Golden Gate Bridge is hosting an appreciation lunch honoring James Eddie for his years of Board Service. The lunch will be at the Spinnaker Restaurant on May 17th.

Chair Phillips asked to copy Chair and Vice-Chair, in correspondence between staff and board members to provide input if appropriate or at least be advised.

5. General Manager's Report

General Manager Mansourian said that SMART has carried 1,191,161 passengers, 109,122 bicycles, and 4,637 wheelchairs.

He said that the White House held a meeting with House Speaker Nancy Pelosi and Senate Democratic Leader Charles Schumer to discuss the infrastructure bill. The two Democratic leaders announced that the principals had agreed to work together to develop a legislative package that would invest \$2 trillion in infrastructure. Many details to be yet determined.

Director Arnold arrived 1:37pm

Also, Congressman Huffman and Congressman Thompson met with SMART staff and asked to provide them each with SMART's infrastructure needs. A copy of the letter dated April 30th was distributed to board members.

Lastly, he stated that the total damage of DMU #110 which was involved in the box truck accident is approximately \$560,000; this DMU should be back in service at the end of May. The four (4) cars that were damaged when received, could be back in service in late May/early June. Prior to cars being in service they need to be certified and tested for 1500 miles.

Comments

Chair Phillips said that he attended the briefing that Congressman Huffman sponsored and complemented Chief Engineer Bill Gamlen for providing an excellent presentation.

Jack Swearingen stated that a newspaper mentioned that the infrastructure bill will have some funds allocated to rail.

Director Zane arrived 1:40pm

6. Consent

 a. Approve a Resolution to Implement Cost-of-Living Increase for Controller/Supervisor Job Classification

General Manager Mansourian stated that the staff report had the incorrect effective date of April 22, 2018, which should be April 22, 2019.

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

MOTION: Director Pahre moved to approval of the Consent Agenda with corrected date on staff report. Director Lucan second. The motion carried 9-0-0 (Director Rogers absent; Director Connolly arrived later)

7. Accept SMART's Annual Report 2018

Chief Financial Officer, Erin McGrath, stated that the item before is the Board is to accept SMART's Annual Report for 2018. This report provides an overview of our activities during the year and a brief financial summary of Fiscal Year 2017-18. The report this year provides a broad narrative of activities, which consisted of SMART's first full year in operation and substantial activities related to managing an operating railroad.

She was asked by a few board members; 1) why the report does not include challenges, and strategic problems moving forward. She responded that the best place to address those would be in a Short Range Transit Plan report, which will be prepared later this year as well as the Strategic Plan; 2) since, SMART receives \$4M in fare revenue and the debt service savings extending the sales tax is \$10M, SMART has some flexibility for fare reduction. She responded that if the Operating cost does not increase, if SMART does not build anymore and don't want to go further, then yes SMART will have extra revenue and can take advantage, however that is the challenge of what SMART will have to decide moving forward.

MOTION: Director Arnold moved to Accept SMART's Annual Report 2018 as presented. Director Fudge second. The motion carried 9-0-0 (Director Rogers absent; Director Connolly arrived later)

8. Approve Authorize the General Manager to Execute SMART's Insurance Policies for Fiscal Year 2019-20

Director Connolly arrived at 1:45pm

Chief Financial Officer, Erin McGrath, stated that the item before the Board is to authorize the General Manager to execute Insurance Policies for fiscal year 2019-20, because these policies require renewals throughout the year. She said that Seth Cole, expert insurance consultant from Alliant Insurance Services is in the audience today.

SMART currently has the following insurance programs: 1) Railroad Liability Program; 2) Property Insurance; 3) Worker's Compensation and 4) Other Policies.

Railroad Liability Program

The Railroad Liability program is active through June 15, 2019, and covers up to \$295 million in an annual aggregate. This is highly specialized and the required coverage is so large, that coverage is achieved in multiple layers with multiple carriers taking on portions of SMART's liability. With the market sustaining record setting catastrophic losses in 2017 followed by an above average year in 2018, all carriers are pushing rate increases to their property and casualty policy holders. SMART's current estimate of the cost of the rail liability program is \$1.3 to \$1.5 million.

Property Insurance

The Property Insurance coverage is designed to cover our facilities, railcars and signal system. This policy proved valuable following the collision in Santa Rosa that damaged the entire front end of DMU #110. We were pleased with the results of the renewal which kept the rate increase at 2% and rate guarantee for three years.

Workers Compensation Policy

This policy is purchased from the State Compensation Insurance Fund and provides the coverage required under California law. Our annual policy, which renews at the end of each calendar year, is currently \$305,000, which is 2% of our covered payroll.

Other Policies

Also, our comprehensive insurance program which includes: Automobile Physical Damage, General Liability, Excess Liability, Public Official Liability and Employee Practices Liability and Crime which are designed to cover other risks, which are \$94,790 annually.

We have studied other commuter rail insurance programs and have worked closely with our consultant whose experience in these matters has proven invaluable. Because of the specialized nature of rail liability, and the high level of coverage required, all our coverage is marketed and negotiated by our expert risk consultant, Alliant Insurance Services. "We believe that our program continues to provide the appropriate amount of coverage for the cost and will continue to evaluate it as we finalize negotiations for the coming renewals" Ms. McGrath added.

Comments

Director Naujokas asked that given the success with these policies, what are practices and internal procedures that allows us to keep the exposure low. Ms. McGrath responded that being able to say that SMART is fully compliant with Positive Train Control and being the first in the nation has helped immensely. Also being a new railroad helps us since we have new equipment and systems. General Manager Mansourian stated that for different types of coverages, we have different practices.

Director Zane stated that the liability insurance limit seemed very low, and asked how is the amount determined? Mr. Mansourian responded that the Federal Railroad Administration sets a maximum amount for liability limits. Also, Mr. Cole stated that there is cap on passenger liability for an amount of \$295M. Director Zane asked if the insurance policy gets re-evaluated after each accident and how is the liability insurance amount needed determined. Mr. Cole responded that an agency can request additional coverage, however, you don't get a premium break you pay a premium rate.

MOTION: Director Rabbitt moved to Approve Authorize the General Manager to Execute SMART Insurance Policies for Fiscal Year 2019-20 as presented. Director Zane second. The motion carried 10-0-0 (Director Rogers absent).

 Approve a Resolution Authorizing the General Manager to Execute Construction Contract No. CV-BB-18-001 with Granite Construction Company in the Amount of \$2,023,300.59 for the construction of non-motorized pathway from Payran Street to Southpoint Boulevard in the City of Petaluma

Chief Engineer, Bill Gamlen, stated that the item before the Board is a recommendation to award a contract to build a 1.1-mile bicycle/pedestrian pathway in Petaluma. The route creates a convenient east-west route crossing under the US 101 freeway in the middle of Petaluma.

The formal invitation for Bid was issued on March 14, 2019, to procure a contractor to construct the pathway segment. SMART received six (6) sealed bids and were publicly opened on April 15th. The lowest responsive and responsible bidder was Granite Construction Company in an amount of \$2,023,300.59. This pathway segment is primarily grant funded with 10% of Measure Q funds.

Staff is recommending that the Board approves Resolution No. 2019-05, authorizing the General Manager to execute Construction Contract No. CV-BB-18-001 with Granite Construction in an amount of \$2,023,300.59.

Comments

Director Rabbitt thanked General Manager Mansourian, Chief Engineer Gamlen and the Board for moving forward with this project. This is a very important project and safety measure, since you see many people walking along the tracks from the freeway and now, they will use the pathway.

Director Naujokas had a funding clarification, SMART could have spent all of the \$2M of Measure Q money for this project, but instead is using only 10%. This is a really important point to make to the concerned community that often asks how Measure Q funds are being used. Also, this is an example of how funds are being maximized.

Director Zane was shocked by the significant difference between the low and high bids for this project. She asked if the difference has to do with labor and not the quality of the products, as she wants to make sure that the best products will be used to construct this Pathway. Mr. Gamlen responded that SMART received 5 bids that were very close in price, which implies that material and labor cost is approximately the same. The high bid implies that they are not in real need to get the job.

MOTION: Director Lucan moved to Approve a Resolution Authorizing the General Manager to Execute Construction Contract No. CV-BB-18-001 with Granite Construction Company in the Amount of \$2,023,300.59 for the construction of non-motorized pathway from Payran Street to Southpoint Boulevard in the City of Petaluma as presented. Director Connolly second. The motion carried 10-0-0 (Director Rogers absent).

10. Authorize the General Manager to execute Amendment No. 1 to Agreement No. CV-PS-17-001 with Biggs Cardosa Associates, Inc. in the amount of \$40,000 to increase the not-to-exceed amount of the Agreement to \$365,000 to provide construction support services for the Payran Street to Southpoint Boulevard Multi-Use Pathway in Petaluma

Chief Engineer, Bill Gamlen stated that the item before the Board is to authorize the General Manager to execute Amendment No. 1 with Biggs Cardoza Associates in an amount of \$40,000 to provide construction support services for the Payran Street to Southpoint Boulevard Pathway in Petaluma

In 2017, SMART executed an Agreement with Biggs Cardosa Associates to provide design and environmental permitting services for this pathway segment. At the time the contract was awarded it was discussed that at the time of construction of the pathway support services could be added.

MOTION: Director Rabbitt moved to Authorize the General Manager to execute Amendment No. 1 to Agreement No. CV-PS-17-001 with Biggs Cardosa Associates, Inc. in the amount of \$40,000 to increase the not-to-exceed amount of the Agreement to \$365,000 to provide construction support services for the Payran Street to Southpoint Boulevard Multi-Use Pathway in Petaluma as presented. Director Arnold second. The motion carried 10-0-0 (Director Rogers absent).

11. Authorize the General Manager to Award a Sole-Source Purchase Order to Alstom Signaling Operations, LLC. for the Purchase of Specialized Rail Signal Equipment in the amount of \$66,903.78

Procurement Coordinator Ken Hendricks stated that the item for Board approval today was included in the Board approved Fiscal Year 2019 budget for the purchases of specialized rail signaling equipment essential for supporting operations. This equipment is specifically designed for SMART's system. These parts are very vital to maintaining our grade crossing warning system. Alstom Signaling Operation is the sole manufacturer and only authorized distributor for the equipment.

Staff recommends that the Board authorize the General Manager to execute a sole-source purchase order with Alstom Signaling Operations for an amount of \$66,903.78.

MOTION: Director Pahre moved to Authorize the General Manager to Award a Sole-Source Purchase Order to Alstom Signaling Operations, LLC. for the Purchase of Specialized Rail Signal Equipment in the amount of \$66,903.78 as presented. Director Fudge second. The motion carried 10-0-0 (Director Rogers absent).

12. Approve the creation of a Pilot Program to allow for free rides on SMART for Active Duty Military and Military Veterans for Memorial Day Weekend (May 25, 26 and 27)

General Manager Mansourian stated that the item for Board approval today is to consider this Pilot Program in an effort to encourage new riders where onboard capacity exists. To be eligible for the free ride, military and veteran personnel must present an active duty or Veteran ID card to the SMART Conductor onboard the train.

In order to have a bigger impact, General Manager Mansourian met with the County Administrators of Marin and Sonoma Counties, and subject to their Board of Supervisors approval, they will also be offering free entry to their Regional Parks on Memorial Day Weekend for Active Duty Military and Veteran personnel. Staff will return to the Board with status report of the implementation.

Comments

Director Zane stated that she is excited about this Pilot Program to help the Veterans. Hoping to get Veterans ridership that want to continue to ride the train.

Director Naujokas asked if SMART has the flexibility to provide discounts, reduced and free fares. "It's great that staff has these great ideas to provide pilot programs and need to continue to research more" he added.

Chair Phillips said that when fares are being reviewed/considered, it will be the opportunity to consider other fare options/issues.

Mr. Mansourian stated that when the Board approved the fares it also adopted principles. SMART wants to be balanced and build ridership at the same time. When ideas are presented by board members and the public, staff will research and implement. When SMART offered free service, all trains operate above capacity and these pilot programs will help maintain the capacity needed to satisfy existing paid fare commuters.

Director Rabbitt stated that Sonoma County Regional Parks has been free for Veterans over the Veteran's Holiday for decades, he thanked General Manager Mansourian for having the County of Sonoma add Memorial Day to be free. The pilot programs are great way to offer discounts, since SMART has limited seats and it needs to maintain the capacity for riders to have a pleasant experience.

Mr. Mansourian stated that the Board approved the Eco-Pass Program and the Marin County Office of Education on behalf of all educators in Marin and Sonoma Counties purchases passes for school employees and teachers.

Chair Phillips stated that each fare program that SMART offers has its merits. He asked when will SMART consider reviewing fares. Mr. Mansourian responded that the best time to review fares is when SMART is about to open the Larkspur Extension and Windsor Extension. Any changes to fares require substantial programming. SMART only had ridership estimates when

Zones and Fares were approved and now, we have ridership/zone data.

Director Lucan stated that it is great the we have continued to review and research to provide discounts to the public. SMART has been in operation for 18 months and offers a variety of discounts and a competitive transfer discount.

MOTION: Director Zane moved to Approve the creation of a Pilot Program to allow for free rides on SMART for Active Duty Military and Military Veterans for Memorial Day Weekend (May 25, 26 and 27) as presented. Director Rabbitt second. The motion carried 10-0-0 (Director Rogers absent).

13. Novato to Suisun Passenger Rail Study Information/Presentation

General Manager Mansourian provided copies of the SMART Passenger Rail Study — Novato to Suisun City Feasibility Study Report and PowerPoint Presentation to each Board Members. The California State Transportation Agency (CalSTA) awarded \$21M for the Windsor Extension project, the project award included \$1M of the funding to provide a high-level technical feasibility study to evaluate the Novato to Suisun Corridor for passenger rail service. Also, SMART continues to remain committed to completing the passenger line between Cloverdale and Larkspur. This Feasibility Study is being funded by CalSTA grant, shall there be a next step that would also have to be funded.

Chief Engineer, Bill Gamlen provided a Feasibility Study PowerPoint presentation. Highlights included:

- Identified in 2018 California State Rail Plan
- Rail Connectivity Vision
- Purpose of Report
- Project Study Area
- Corridor Ownership and Operations
- Is Passenger Rail Line Feasible YES!
- Study Options
- Black Point Bridge Options
- Napa River Vertical Lift Bridge
- Vehicle Assumptions
- Station Opportunities
- Novato-Hamilton Station Concept
- Suisun/Fairfield Station Concept
- Environmental
- Schedule Options
 - Option 1 Build in four years with conceptual capital cost of \$840M
 - Option 2 Build in six years with conceptual capital cost of \$1.22B
- Capital Cost Options
- Service Scenario
- Conceptual Running Times
- Alternative Vehicle Technology

Next Steps

Mr. Gamlen apologized for not including the report with the packet. He acknowledged Buzz Berger, lead consultant with RailPros.

Comments

Vice Chair Pahre asked how many cars travel on Highway 37. Director Rabbitt responded that approximately 45,000 cars travel on Highway 37 per day.

Director Arnold asked if Fairfield will need a depot. Mr. Gamlen responded yes.

Director Lucan asked if there were any constrains why it made sense to go south and not consider Novato Downtown as a potential transfer hub. Mr. Gamlen responded that Hamilton Station provided connectivity with a parking lot that has capacity and is underutilized today it minimized the distance we would be in the corridor, and the need to provide Positive Train Control system which complies with Union Pacific.

Director Naujokas asked if the California State Transportation is worried about the conceptual cost. Mr. Mansourian responded that Highway 37 is a choke point where many drivers spend a lot of time and there is an entire railroad that is not being utilized. The potential of having a railroad system in four years with a conceptual cost of \$840M is unheard of.

Director Hillmer asked if there are any long-term advantages to the shorter term (Schedule - Option 1- Build in four years). Mr. Mansourian responded that Option #1 looks like a cheap option, however this option will build a foundation for a transit system that you can continue to improve as demand increases.

Chair Phillips asked if by accepting the report will the Board be endorsing the concept? Mr. Mansourian responded that the Board is not endorsing the concept or options, just a simple Thank you for providing a feasibility study report for the California State Transportation Agency. Since, SMART will be meeting with constituents, they can show enthusiasm and ask the CalSTA to move forward with the project. Chair Phillips asked how is the conceptual cost projected with the ridership. Mr. Mansourian responded that ridership projections are not being considered, the daily capacity depends on how many cars will be used. It's very important to understand that in traffic congestion is not your daily traffic that is hunting you it's the traffic during the "peak" hours. These options will not solve Highway 37 congestion; however, it will provide an alternative transportation mode.

Director Fudge thanked staff for looking at alternative options for rail cars. It is exciting that people will be able to connect to Amtrak. She clarified that she does not want the public to think that if SMART receives funding from the State for this project that SMART would do this project prior to finishing SMART's Cloverdale to Larkspur project. Mr. Mansourian responded that if CalSTA was to fund the entire project, he would bring to the Board for discussion/approval, just like when funds were awarded for the Windsor Extension project. The 2018 State Rail Plan outlines that SMART will construct to Cloverdale. The State of

California has a vision to connect the entire route to east. As long as SMART stays engaged there are better funding opportunities for Windsor to Cloverdale Extension.

Director Rabbitt thanked SMART on behalf of the four Counties working on Highway 37, for providing the report. This report will build into the solutions for Highway 37. Everything that involves transportation usually cost too much and takes too long, but it's a responsibility for the next generation to have transportation options. Lastly, Highway 37 does not plan on adding additional lanes and by adding another mode of transportation it can eliminate some vehicles off Highway 37.

Director Naujokas asked for clarification in Option 2 daily capacity of 5400 passengers. Mr. Gamlen responded that the daily capacity implies to the number of cars with capacity not passenger riders. Ridership studies have not been conducted to identify the ridership. Director Naujokas asked if it would be beneficial to study what the maximum ridership would be in Option 2. Mr. Mansourian responded that they will research that suggestion.

Public Comments

Steve Birdlebough stated he really appreciates having this report. It's nice to have it available to policy makers. The biggest advantage is giving people a transportation choice, in particular by influencing choices. He thanked SMART staff and the consultant for the information/report.

Rick Coates stated that it's very exciting to see this report and progress being made. He asked if climate change and sea level rise was considered in the report.

Richard Brand said good job on the report. He suggested that a Demand Study report be conducted for the project. Also, since the Richmond/San Rafael Bridge is having issues it could be the opportunity to have connectivity.

Patricia Tuttle Brown stated that it was an honor to be acknowledge at the last Board meeting for being involved in the multi-use pathway since the creation of SMART. She said that the report is great, but SMART needs to finish what was promised to both counties "Cloverdale to Larkspur" project. She wants everyone to remember the multi-use pathway and suggested including in the report with associated cost. She asked if a pathway can be constructed along the right-of-way.

Jack Swearingen shared his carbon free fuel experience.

Eris Weaver stated that this is a very interesting project and in the long-term anything that gets people out of their cars in other forms of transportation is a good thing. She agrees with Ms. Tuttle Brown that voters would like to see the SMART project completed as promised before going into another direction. She asked where would the Operating funds be coming from? hopefully not Measure Q.

Duane Bellinger suggested conducting a high-level feasibility study in regards to the location considering sea level rise.

Mr. Mansourian responded to Ms. Tuttle Brown and Ms. Weavers questions. This report is very preliminary and the next phase would be environmental and engineering design with number of sidings to consider and what can be built along the right-of-way. He clarified again that Measure Q funds have not been used and will not be used for this project (Novato to Suisun Passenger Rail Service).

Mr. Gamlen responded to Mr. Bellinger question, and this report does not include climate change or sea level rise.

Director Hillmer stated that his observation that the purpose of the report, at this stage the report does not include mitigation and the needs and problems have not identified yet. Mr. Gamlen responded that needs and problems for this project have not been identified, this project carries a contingency component to address some of those needs/problems when they arise.

Chair Phillips adjourned the Board to closed session at 3:13pm on the following:

14. Closed Session – Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6

Agency Designated Representative: General Manager Represented Employees: SMART Engineers Conductors Association (SECA)

15. Report Out of Closed Session

Chair Phillips reported out of closed session at 3:50pm on the following:

Closed Session – Conference with Labor Negotiator Farhad Mansourian, General Manager pursuant to California Government Code Section 54957.6

Agency Designated Representative: General Manager

Represented Employees: SMART Engineers Conductors Association (SECA)

Report Out: The Board of Directors met in closed session and gave direction to staff; no action taken.

- 16. Next Regular Meeting Board of Directors, May 15, 2019 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
- 17. Adjournment Meeting adjourned at 3:52PM.

Respectfully submitted,

Leticia Rosas-Mendoza Clerk of the Board

| Approved on: | |
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May 15, 2019

Gary Phillips, Chair Transportation Authority of Marin

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

Judy Arnold

Marin County Board of Supervisors

Damon Connolly

Marin County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Dan Hillmer

Marin County Council of Mayors and Councilmembers

Eric Lucan

Transportation Authority of Marin

Joe Naujokas

Sonoma County Mayors' and Councilmembers Association

David Rabbitt

Sonoma County Board of Supervisors

Chris Rogers

Sonoma County Mayors' and Councilmembers Association

Shirlee Zane

Sonoma County Board of Supervisors

Farhad Mansourian General Manager

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

SUBJECT: Review Preliminary Proposed Fiscal Year 2019-20 Budget and Fiscal Year 2018-19 Year-End Revised Budget Report

Dear Board Members:

RECOMMENDATION: Review and Provide Feedback

Today we are presenting for your review the Proposed Fiscal Year 2019-20 Annual Budget, and include an update and review of the revised Fiscal Year 2018-19 Year-End Budget. This first presentation allows time for any guidance in advance of your approval of the budget on June 5. When we return in June, we will detail any changes that are necessary and will provide the required resolutions that accompany adoption of the budget.

Executive Summary:

Our budget is organized into three different departments. First, Administration, which contains all of the expense related to running the District, including legal, human resources, finance, real estate, planning, grants, outreach and procurement. This is also where SMART's offices in Petaluma are budgeted, as well as the payments related to bond debt. Second, SMART has a Capital Department, which includes expenses for all capital projects large and small, such as Larkspur, Windsor, and the Pathways. This budget also contains ongoing engineering support and studies such as our bridge analysis, environmental monitoring, and smaller improvement projects. Finally, the Operations Department contains all the functions more directly related to operating the rail and pathway. This includes all train, track, signal, systems and facilities expense, as well as public safety and compliance.

The sources of revenue for the proposed Fiscal Year 2019-20 budget include sales tax (41.5%), state grants for specific projects (14.8%), state operating assistance (7.8%), smaller grants and reimbursements for work for other agencies (5%), federal capital grants (4.9%), fares and parking revenue (4.4%), and leases, fees and other miscellaneous sources (0.9%). The budget relies on fund balance (20.7%) for the completion of our capital projects as well as some portion of operations.

At the close of the proposed Fiscal Year 2019-20 budget, our fund balance available for capital and other needs is \$7,711,929. This is in addition to the \$17,000,000 in operating reserves set aside as part of the budget process in Fiscal Year 2018-19. Categories of expenditures in the proposed Fiscal Year 2019-20 budget are Capital Projects (37%), Operations (32%), Debt Service (18%), and Administration (13%).

More discussions, charts and details are provided in the budget document accompanying this report. Below are brief summaries of both fiscal years.

Fiscal Year 2018-19 Year End Budget Report:

Revenue: Projected Year-End revenue for the Fiscal Year 2018-19 will be \$101,173,784. This amount is \$6.8 million (7.2%) higher than was anticipated in June of last year primarily due to an increase in cooperative project activity tied to reimbursements, shifts in Larkspur and Windsor costs to next fiscal year, one-time property sale revenue, and increases in State operating revenue. Our available fund balance for the year also increased by \$12 million over the originally budgeted amount due to shifts in capital project payments from the prior year, increases in one-time revenue from real estate sales, and smaller year-end anticipated expenses.

Expenditures: Projected expenditures at the end of Fiscal Year 2018-19 are \$115,401,683. This is \$3.2 million (2.7%) lower than anticipated in the original budget due to numerous shifts within the capital budget, savings realized in operations for professional services and fuel, and savings tied to the consolidation of our Petaluma headquarters office space.

Proposed Fiscal Year 2019-20 Budget:

Revenues: In the new fiscal year, we project revenues of \$75,119,118, which is \$26.1 million (25.8%) lower than the prior year. Almost all of that is tied to a decrease in grant revenue for capital projects, due to a decrease in construction activity. In addition, there were one-time revenues related to property sales that are not anticipated in the coming year. We are projecting Sales Tax revenues to increase 3% overall from the prior year and fare revenue to increase 5% due to the opening of the Larkspur extension. This takes into account promotions planned this summer for weekends and holidays. State revenue increases by \$4.4 million and is tied to state operations funding and the Windsor Extension.

Expenditures: We are requesting authority for \$95 million in expenditures next year, which is \$20.7 million (17.9%) lower than the prior year. Changes are detailed in the budget document, however here are the significant highlights in each department:

Administration: Administration expenditures are proposed to increase \$1 million (4%) primarily due to a debt service increase of \$651,750 over the prior year actuals and a \$382,747 increase in salaries and benefits tied to step adjustments and the filling of vacant positions.

- Operations: Operations costs are projected to increase \$2.5 million (9%). Within that amount, salaries and benefits are projected to increase \$1.2 million (8%) primarily due to the addition of 3 Full-time employees for operating needs (\$321,293), step and benefit increases (\$755,919), and the shift of the public safety department from Administration to Operations (\$97,650). Discussion of the need for these positions can be found in the budget but are tied to improvements right of way maintenance and procurement needs. Budgets for both fuel and vehicle maintenance were increased in anticipation of the Larkspur extension opening. Operations also proposes \$2.9 million in capital equipment for vehicle, track and signal maintenance partially funded by state grants. This equipment will allow us to reduce future costs on contracted services and increase our ability to respond to maintenance needs quickly, thus increasing service reliability.
- Capital: While our capital project activity is not decreasing, proposed expenditures are decreasing by \$24.2 million (40%) over the previous year. This is due to the completion of payments associated with the Phase 1 (Initial Operating Segment) project, Larkspur and related cooperative projects, as well as completion of rail car payments. The Windsor project and several pathway projects will be in the design and permitting phase but will not be in full construction during the proposed budget year.

Reserves and Fund Balance: As part of the budget process in June 2018, we set aside \$17,000,000 as an operating reserve to counter challenges and uncertainties. At the close of Fiscal Year 2019-20, we anticipate that reserve will be intact. We are also showing a closing fund balance that will be available for capital maintenance and projects of \$7,711,929. Over the course of the current and next Fiscal Years, we utilize available fund balance to complete the capital project as we had planned. We are also relying on those funds for operations costs that our revenues are not yet sufficient to cover.

We believe this budget proposal reflects an ongoing strong effort by SMART to manage its resources in a way that provides the best service possible to our riders while working to generate revenues that will help us build the system to reach greater numbers and more communities. We will continue to work on ways to reduce costs and bring more resources to bear on our transit system.

FISCAL IMPACT: No current impact of budget review.

Very truly yours,

Erin McGrath
Chief Financial Officer

Attachment(s): Preliminary Fiscal Year 2019-20 Proposed Annual Budget and Fiscal Year 2018-19 Year-End Budget Report

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT PROPOSED BUDGET: FISCAL YEAR 2019-20

and

Fiscal Year 2018-19 Year-End Budget

MAY 2019

PROPOSED BUDGET: FISCAL YEAR 2019-20

and Fiscal Year 2018-19 Year-End Budget

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EXECUTIVE SUMMARY

SMART's two-year budget document presents an updated Fiscal Year 2018-19 budget and the proposed Fiscal Year 2019-20 budget separated by SMART's three Departments: Administration, Operations and Capital. This allows for a breakdown of detail on revenues and expenditures by Department by fiscal year. Within this budget document are three detailed budget tables by Department, in addition to a summary overview chart and the proposed salary schedule.

As part of our Fiscal Year 2018-19 budget process we established an Agency Reserve by setting aside \$17,000,000 which remains intact through the end of the next fiscal year. This is an important reserve to allow SMART the ability to manage the challenges and the uncertainties of this new and growing operation. At the end of the Fiscal Year 2019-20 we are also showing a closing fund balance that will be available for operating, capital maintenance and other projects of \$7,711,929. In Fiscal Years 2018-19 and 2019-20, we utilize available fund balance to complete the capital project as we had planned at the beginning of construction. We are also relying on those funds for operations costs that our revenues are not yet sufficient to cover. The use of fund balance in each year is shown in summary Table 1 and discussed further within each department. We have been able to achieve the fare revenues we originally budgeted and are increasing the current year budget to \$3.94 million and are proposing \$4.1 million for passenger revenue in the new fiscal year. We continue to receive strong state operating revenue as a result of SB1 equaling \$7.4 million in the new Fiscal Year. These funds continue to allow us to leverage SMART funds towards the purchase of important operating equipment, such as the wheel press machine for our rail cars, right-of way maintenance equipment and spare parts necessary for service reliability.

As part of reviewing our staffing needs going forward, there is an increasing workload to keep trains running and in good repair. In the budget, we are proposing the addition of 3 full time employees for operations. One to replace a temporary worker who has assisted us with the purchasing of high volume and complex maintenance parts and equipment needed and two staff to reduce ongoing contracting costs while increasing responsiveness to rail right-of-way maintenance needs.

The budget also includes all the revenues and expenditures for all of SMART's capital projects, including the completion of the Phase 1 (IOS1) project, which includes final vehicle and signal system acceptance. It also included significant expenditures related to kick off of the Windsor project as well as completion of the Larkspur extension.

Figures 1 and 2 and Table 1 on the following pages provide combined, broad overviews of the sources and uses in the District's budget for all departments. There are three budget columns, the first reflecting the original budget for Fiscal Year 2018-19 approved in June of 2018, the second showing the year-end changes to reflect actual revenues and expenses, and the third showing the Proposed Budget for Fiscal Year 2019-20. This chart also shows funds available in SMART's fund balance, which is used for all purposes including capital project completion and operational needs.

The Fiscal Year 2018-19 Year-End Budget reflects all Board-approved amendments during the Fiscal Year as well as adjustments for actual spending levels. Overall approved expenses are reduced by \$3.2 million (2.7%) due to both shifting construction schedules into the next fiscal year and cost savings. Revenues were adjusted higher by \$6.8 million (7%) to reflect increased property transaction revenues, fare revenue and the addition of fully-funded cooperative capital projects. The Fiscal Year 2019-20 budget proposal reflects a decrease year-over-year in revenues by \$26 million (26%) and expenditures by \$20.7 million (18%). These decreases are related to the completion of both the Larkspur extension project and final railcar milestone payments for all 18 rail cars. More detailed discussion is included in the Budget by Department sections.

Figure 1: Overview of Proposed Sources, Fiscal Year 2019-20

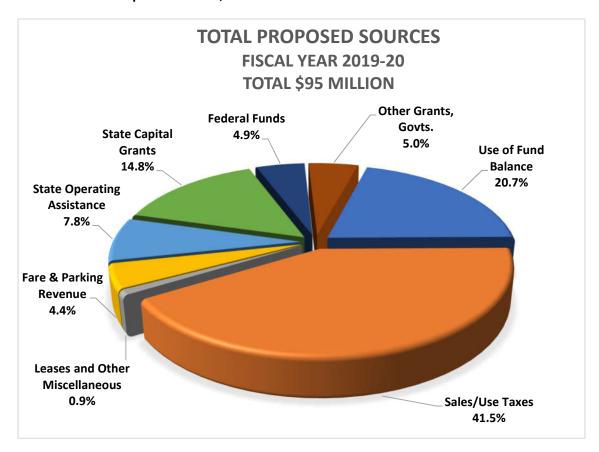


Figure 2: Overview of Proposed Uses, Fiscal Year 2019-20

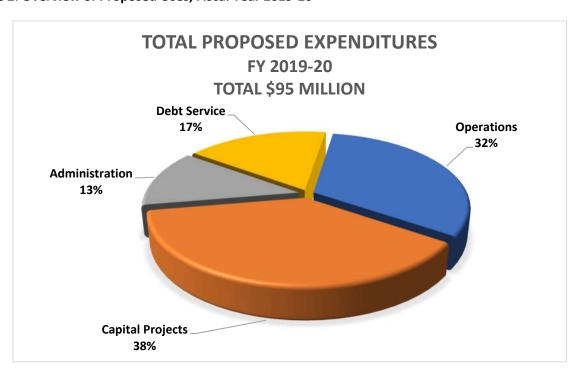


TABLE 1:

BUDGET REPORT: OVERVIEW OF ALL SOURCES AND USES

| | F | Y 2018-19 | | Y 2018-19 | FY 2019-20 | |
|--|----|-------------------|----|----------------------------------|--------------------|--|
| | | PPROVED BUDGET | Α | YEAR END CTUALS & STIMATES | PROPOSED BUDGET | EXPLANATION OF SIGNIFICANT CHANGES |
| Budgeted Revenue | | | | | | |
| Sales/Use Taxes | | 38,122,332 | | 38,122,332 | 39,266,002 | 3% increase over FY19 assumed in proposed FY20 budget |
| Interest and Lease Earnings | | 742,000 | | 1,078,591 | 782,505 | 45% increase in F19 actuals is tied to earnings on higher than anticipated ending Fund Balance |
| Miscellaneous Revenues | | 930,000 | | 2,992,640 | 20,000 | 200% increase in FY19 actuals due to one-time revenue from property sales |
| Fare & Parking Revenue | | 3,690,000 | | 3,990,000 | 4,187,000 | 8% increase in Passenger Fare Revenue in FY19 actuals budget; 5% increase assumed in FY20 |
| State Grants | | 16,980,939 | | 17,047,250 | 21,414,794 | 26% increase in proposed FY20 budget due to increased State operating revenue, Windsor Extension funding |
| Charges For Services | | 45,000 | | 1,118,918 | 60,000 | FY19 increase tied to one-time Insurance & legal fee reimbursement |
| Federal Funds | | 24,535,682 | | 23,761,546 | 4,650,000 | 80% decrease in FY20 - completion of Larkspur |
| Other Governments/ Misc. | | 5,857,019 | | 8,422,251 | 4,538,192 | 44% increase in FY19 revised - addition of Anderson, San Rafael Pathway, Dwtn Novato Station; 46% decrease in FY20 tied to project completion |
| Measure M | | 228,000 | | 27,375 | 200,625 | 88% decrease in FY19 - completion of Payran pathway design; funds shifted to FY20 Sonoma County gap pathway design |
| MTC - RM2 | | 3,211,740 | | 4,612,881 | = | 44% Increase in FY19 tied to actuals related to the Larkspur project; funds for Larkspur exhausted |
| Total All Revenues | \$ | 94,342,712 | \$ | 101,173,784 \$ | 75,119,118 | |
| Budgeted Expenditures | | | | | | |
| Salaries & Benefits | | 21,040,490 | | 21,040,490 | 22,916,720 | 9% increase in FY20 - 3 new FTE, step and benefit adjustments |
| Services & Supplies | | 17,050,876 | | 16,886,835 | 18,847,361 | 12% increase in FY20 - insurance, capital professional services, required vehicle maintenance, fuel for testing and Larkspur |
| Debt Service/ Other Charges | | 16,095,850 | | 16,299,733 | 16,747,600 | 3% Increase in FY20 required debt service schedule |
| Equipment, Buildings & Improvements | | 3,018,417 | | 3,265,012 | 3,085,500 | 8% increase in FY19 - shift of expenditures from FY18 for items received after FY18 close, 5% decrease in FY20 - one-time purchases complete |
| Capital Projects | | 61,723,666 | | 58,232,942 | 33,664,209 | 6% decrease in FY19 - shift in capital expenditures related to DMU payments, 42% decrease FY20 - Larkspur complete, Windsor & pathway design |
| Equipment Replacement Allocation | | 525,000 | | 525,000 | 525,000 | Annual allocation to equipment replacement fund |
| Capital Salary Transfer | | (848,329) | | (848,329) | (1,090,000) | 28% increase in FY20 - tied to capitalizable labor related to projects |
| Total All Expenditures | \$ | 118,605,970 | \$ | 115,401,683 \$ | 94,696,390 | |
| | | | | | | |
| Subtotal | \$ | (24,263,258) | \$ | (14,227,899) \$ | (19,577,271) | Available Budget Sources minus All Uses |
| Beginning Available Fund Balance | \$ | 29,222,015 | \$ | 41,517,099 \$ | 27,289,200 | Audited available fund balance FY19 increased by \$12 million due to shifts in capital project payments from the prior year, increases in one-time revenue from real estate sales, and smaller year-end anticipated expenses |
| Remaining Fund Balance (Capital Reserve) | \$ | 4,958,757 | \$ | 27,289,200 \$ | 7,711,929 | |
| Remaining Agency Reserve | \$ | 17,000,000 | \$ | 17,000,000 \$ | 17,000,000 | |

BUDGETS BY DEPARTMENT

Each Department has its own Section, Tables and Figures that provide information on that Department's Fiscal Year 2018-19 Original budget, Revisions for Year End, and the Proposed Fiscal Year 2019-20 budget.

Administration Budget:

The Administration budget contains all of the expenditures related to running the District, including legal, human resources, finance, real estate, planning, grants, outreach and procurement. This is also where SMART's offices in Petaluma are budgeted, as well as the payments related to bond debt. Spending on the Administration budget is relatively flat with some reductions in costs during the current fiscal year that are invested in the new budget year for anticipated needs. Those include scheduled step increases, insurance coverage, public outreach, and strategic plan costs. One unavoidable cost increase of \$651,750 (4%) in the Fiscal Year 2019-20 budget is the scheduled Debt Service increase related to the 2011 bond sale. Below is a narrative overview, further detail can be found in **Table 2** following this discussion.

Fiscal Year 2018-19 Final Budget Report:

Revenues: Final projected revenue in Administration in Fiscal Year 2018-19 is \$27,778,435. SMART's sales tax is anticipated to match budgeted revenue. This tax revenue flows first into Administration as needed to cover costs such as debt service and salaries. To the extent other general revenues received are sufficient to cover administrative costs, the remaining sales tax is moved to fund operations. Miscellaneous revenues increased significantly due to property transactions related to Railroad Square that resulted in unanticipated one-time revenue of \$2 million. One-time revenue related to interest earning was higher than budgeted as were legal fees reimbursements. This increased revenue allowed for additional sales tax to flow to operations. Final revenue was \$597,398 (2%) lower than budgeted in order to match lower expense anticipated at year end.

<u>Expenditures</u>: Overall Expenditures in Administration are reduced by \$597,398 (2%) which led to lower Sales Tax Revenue needed as discussed above. Included in this change are reductions of \$150,000 in office lease payments as a result of our office consolidation at the District headquarters in Petaluma, as well as smaller reductions in a number of areas including office expense and computer software. The salaries and benefits costs related to public safety (3.5 Full Time Equivalent employees) were reclassified to the operations department to comply with State & Federal reporting requirements, which resulted in a decrease of \$651,947.

Fiscal Year 2019-20 Proposed Budget:

<u>Revenues:</u> Ongoing sales tax revenue is projected to increase by 3% over originally budgeted amounts from the prior year. Allocation of sales tax to Administration is increased in the new budget to match expenses. Total increase in all revenue allocated to Administration is \$1 million (4%).

<u>Expenditures:</u> Expenses for the new Fiscal Year are increased by \$1 million in the proposed budget primarily due to a \$651,750 increase in Debt Service. The remainder is due to increased insurance costs

and anticipation of scheduled step adjustments and projected benefit costs. There is a budget increase for the costs associated with the upcoming ballot measure. There is also an increase in public outreach cost for the upcoming testing and opening of the Larkspur and Novato Stations. Included in the professional services budget are costs related to the preparation for a new strategic plan in 2019, financial advisory services and ongoing ridership analysis needed for mandatory reporting.

Please reference **Table 2** on the next page for a detailed chart containing further breakdowns and explanations of changes. **Figure 3**, below, shows the proportion of Administration Expenditures proposed in Fiscal Year 2019-20.

Figure 3: Overview of Proposed Administration Expenditures Fiscal Year 2019-20

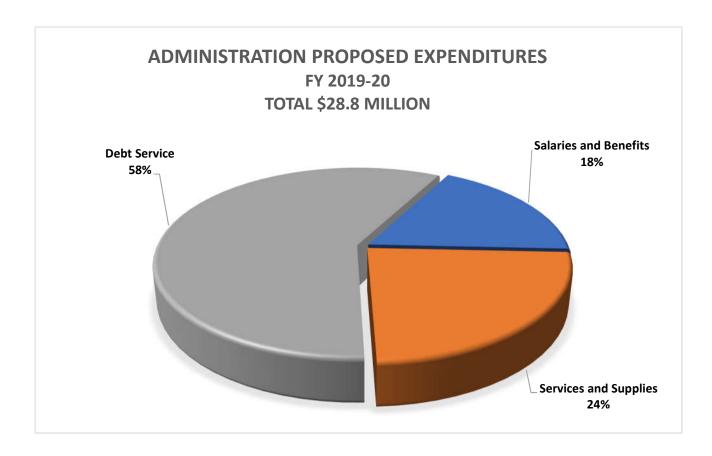


TABLE 2:

ADMINISTRATION BUDGET

Original, Year End FY 2018-19 and Proposed FY 2019-20

| Original, Year End FY 2018-19 and Proposed FY 2019-20 | | | | | | | | | | | |
|---|-----------------|-----------------------------------|--------------------------------------|---|--|--|--|--|--|--|--|
| | FY 2018-19 | FY 2018-19 | FY 2019-20 | | | | | | | | |
| | | YEAR-END ACTUALS | | | | | | | | | |
| DESCRIPTION | APPROVED BUDGET | & ESTIMATES | PROPOSED BUDGET | EXPLANATION OF SIGNIFICANT CHANGES | | | | | | | |
| REVENUES: | | | | | | | | | | | |
| | | | | | | | | | | | |
| Sales/Use Taxes | | | | | | | | | | | |
| State Sales Tax Collection | \$ 934,766 | \$ 934,766 | \$ 962,809 | Increase in state collection costs | | | | | | | |
| Sales Tax withheld by Trustee | 16,095,850 | 16,095,850 | 16,747,600 | Debt schedule increase | | | | | | | |
| Sales Tax Allocation to Administration | 9,673,217 | 6,283,521 | 10,262,728 | **Amount changes to balance revenue with expense | | | | | | | |
| Total Sales/Use Taxes | 26,703,833 | 23,314,136 | 27,973,136 | **See notes below | | | | | | | |
| Use of Money/Property | | | | | | | | | | | |
| Interest Earnings | 295,000 | 575,000 | 295,000 | FY19 Increase due to higher than anticipated fund balance | | | | | | | |
| Advertising Revenue | 145,000 | 201,591 | | Train and platform advertising | | | | | | | |
| Rent - Real Estate | 302,000 | 302,000 | 265,755 | Reduction tied to lease terminations | | | | | | | |
| Total Use of Money/Property | 742,000 | 1,078,591 | 782,505 | | | | | | | | |
| 1 | | ,, | , | | | | | | | | |
| Charges for Services Other Charges - Fees Reimbursements | 30,000 | 393,068 | 30,000 | Application fees, and insurance reimbursements | | | | | | | |
| Other Charges - Fees, Reimbursements Total Charges for Services | 30,000 | 393,068 | 30,000 | ביים ביים מוע וווישומונים ובוווושנוטפווופוונט | | | | | | | |
| | 30,000 | 393,068 | 30,000 | | | | | | | | |
| Miscellaneous Revenues | | | | | | | | | | | |
| Sale - Lease/Purchase | 850,000 | 2,972,640 | - | FY19 sale of easements, TAM pathway agreement, Railroad Square | | | | | | | |
| Miscellaneous Revenue | 50,000 | 20,000 | 20,000 | | | | | | | | |
| Total Miscellaneous Revenues | 900,000 | 2,992,640 | 20,000 | | | | | | | | |
| TOTAL REVENUES | \$ 28,375,833 | \$ 27,778,435 | \$ 28,805,641 | | | | | | | | |
| | | | | | | | | | | | |
| EXPENDITURES: | | | | | | | | | | | |
| ADMINISTRATION | | | | | | | | | | | |
| Salaries and Benefits | | | | | | | | | | | |
| Employee Salaries | \$ 4,251,813 | \$ 3,726,066 | 3,899,865 | FY19 shift Public Safety to Operations department | | | | | | | |
| Employee Benefits | 1,163,690 | 1,037,491 | 1,246,439 | | | | | | | | |
| Total Salaries and Benefits | 5,415,504 | 4,763,557 | 5,146,304 | Step adjustments, benefit cost increases, filling of vacant positions | | | | | | | |
| | , , | , , | , , | | | | | | | | |
| Services and Supplies Communications | 53,200 | E1 011 | 46,701 | | | | | | | | |
| Insurance | 2,128,000 | 51,011 2,361,256 | · | Increased insurance renewal costs | | | | | | | |
| Maintenance-Facilities | 18,950 | 17,200 | 5,000 | Security access project complete | | | | | | | |
| Fees/ Miscellaneous Expense | 55,100 | 53,720 | 162,170 | Includes estimated ballot measure fee | | | | | | | |
| Office Expense | 122,560 | 93,000 | 115,310 | One-time savings FY19; ongoing reductions FY20 | | | | | | | |
| Postage, Printing, Periodicals | 47,000 | 39,000 | 53,000 | One-time increase in FY20 related to printed materials for Larkspur | | | | | | | |
| Accounting/ Payroll Services | 90,000 | 95,150 | 90,885 | FY19 increase due to implementation of new payroll system | | | | | | | |
| Professional Services | 1,079,500 | 1,055,181 | 987,953 | Ridership analysis, security screenings, advocacy, NTD analysis | | | | | | | |
| Agency Extra Help | 100,000 | 100,000 | 100,000 | Short term leave coverage as needed | | | | | | | |
| State Administrative Fee | 934,766 | 934,766 | · | State fee increases | | | | | | | |
| Legal Services | 475,000 | 500,000 | 475,000 | As-needed legal expertise/ support | | | | | | | |
| Rents/Leases | 774,024 | 611,735 | · | _ , , , , , | | | | | | | |
| Computer Software and Hardware | 361,110 | 286,196 | 318,000 | Equipment replacements, software upgrade, ongoing license fees | | | | | | | |
| Public Outreach | 303,200 | 181,536 | 269,000 | Increased outreach for Larkspur extension | | | | | | | |
| Training, Travel and Memberships | 147,350 | 158,924 | · | Ongoing training of new and existing staff | | | | | | | |
| Mileage Expense | 36,520 | 37,840 | | Contracted and reimbursement-based mileage | | | | | | | |
| Total Services and Supplies | \$ 6,726,279 | \$ 6,576,513 | \$ 6,816,737 | 2200 | | | | | | | |
| | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | | | | | |
| Other Charges and Payments | | | | | | | | | | | |
| Bond Principal, Interest | 16,095,850 | 16,095,850 | 16 747 600 | Debt service scheduled increase | | | | | | | |
| Settlements | 10,093,650 | 203,883 | 10,747,000 | Debt 3et vice scheduled ilici ease | | | | | | | |
| Total Other Charges | 16,095,850 | 16,299,733 | 16,747,600 | | | | | | | | |
| - | I | 10,293,733 | 10,747,000 | | | | | | | | |
| Buildings & Capital Improvements (Capital Asse | 1 | 120 (22 | 05.000 | Computer hardware replacements | | | | | | | |
| Equipment Total Buildings and Capital Improvements | 138,200 | 138,633 | 95,000 | Computer hardware replacements | | | | | | | |
| Total buildings and Capital Improvements | 138,200 | 138,633 | 95,000 | | | | | | | | |
| TOTAL ADMINISTRATION EXPENDITURES | \$ 28,375,833 | \$ 27,778,435 | \$ 28,805,641 | | | | | | | | |
| | ,, | . , ., ., ., | ,, | | | | | | | | |

^{**}The entire amount of Sales Tax is realized and shown on Table 1. The amount allocated to Administration changes depending on year-end revenues and expenses. For Fiscal Year-End 2018-19, only \$23,314,136 was needed to balance. For Fiscal Year 2019-20 we are assuming a 3% increase in sales tax and budgeting \$27,973,136 for Administration in order to balance.

The Capital Department includes expenses for all capital projects large and small, such as Larkspur, Windsor, and the Pathways. This budget also contains ongoing engineering support and studies such as required bridge analysis, ongoing environmental and mitigation and monitoring, and smaller improvement projects. SMART continues to have a robust capital program related to buildout of the rail and pathway project. In each fiscal year, as planned for at the start of construction, SMART reserved sales tax funds in its fund balance to be used to pay for any project expenses not covered by available revenue such as grants. The Year-End Report for the Fiscal Year 2018-19 Capital Department shows new revenues of \$46.2 million and expenses of \$59.9 million with \$13.7 million coming from available fund balance. In the proposed Fiscal Year 2019-20 budget, total new revenues are anticipated to be \$23.4 million and expenses are projected to be \$35.6 million with \$12.2 million coming from fund balance. Further detail is provided in the discussion below and on the chart that follows.

Fiscal Year 2018-19 Final Budget Report:

Revenues: Overall revenues are increased \$2.1 million (5%) over the original budget to reflect actual receipts. There were a number of shifts in construction schedules and funding during the fiscal year that combined to make this change. Principally among them are increases in funding from other governments related to Anderson Drive, the Downtown Novato Station, and San Rafael Pathway, which are tied to expenditures on that project. The Larkspur Extension Project is funded by a mix of local and federal funds and was revised to match actual expenditures. The Windsor Extension project was added to the budget mid-year when funding became available.

Expenditures: Construction schedule shifts between the two fiscal years resulted in an overall reduction of \$3 million (5%) in Fiscal Year 2018-19 spending on capital. The largest shifts were payments to the vehicle manufacturer which moved out of the current year budget and into next fiscal year resulting in a \$1.9 million reduction. There was also a shift of work related to the Windsor Extension Project due to timing of funding availability. That was offset by an increase in cooperative work primarily related to Anderson Drive and the City of San Rafael Pathway Project.

Fiscal Year 2019-20 Proposed Budget:

Revenues: Revenues for the next fiscal year budget are \$23,388,817, which is \$22.8 million (49%) lower than the current year to match capital project activity funded by grant revenue. Fund balance of \$12,237,643 provides the necessary funding for remainder of our capital program for the year. The State of California is funding SMART's four new rail cars as well as construction of the Payran Pathway in Petaluma. State funding is also included for the Windsor Extension and the new Sonoma County Pathway Gap project. Sonoma County Transportation Authority's Measure M also will fund the Gap project.

Federal funds are related to the Larkspur and Windsor project and include funds from three different federal sources. The City of Novato is providing funding for the Downtown Novato Station, The City of San Rafael for Anderson Drive, and The County of Sonoma for new Quad Crossing Gates in Penngrove.

Expenditures: Overall expenses for the new Fiscal Year will be \$35,626,460, which is \$24.2 million less than the prior year. This reflects the winding down of the Larkspur rail extension project and related pathway. Expenses related to the Novato Station and Anderson Drive, funded by others, are also included in the budget. The Windsor Extension and Sonoma Pathway Projects will see a full year of activity but limited construction activity. We are also budgeting for remaining costs of the Phase 1 project, including final acceptance of our first 14 rail cars and contract closeouts of all Civil and Train Control Systems-related work. We continue to budget for ongoing environmental mitigation and monitoring. On the following two pages we have shown a breakdown of the capital budget by project (Figure 4) and an explanation of the projects, and then the budget chart for the Capital Department (Table 3) showing all sources and uses.

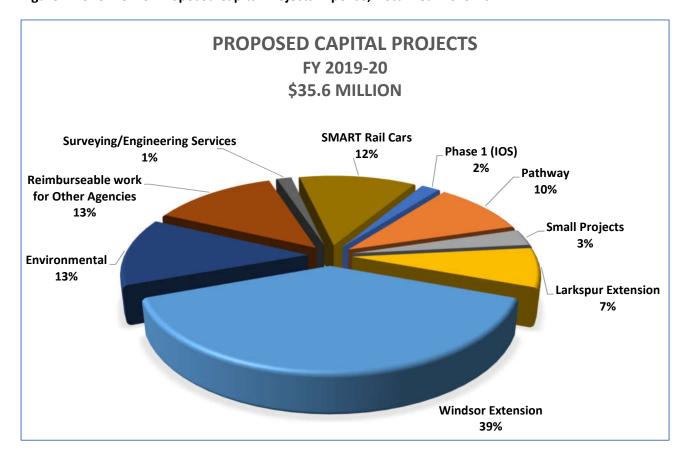


Figure 4: Overview of Proposed Capital Projects Expense, Fiscal Year 2019-20

The chart above shows the breakdown of capital projects proposed for Fiscal Year 2019-20. The categories above include the following:

- Windsor Extension Design and construction engineering for rail and pathway, clipper vending machine, train control systems infrastructure and permitting costs
- Reimbursable work for other agencies Downtown Novato Station, Penngrove Quad Gates, Anderson Drive
- SMART Rail Cars Final milestone payments for all 9 rail car sets
- Environmental Ongoing required monitoring and maintenance of Mira Monte, Gallinas Creek Pathway, Riparian & Tree mitigation
- Pathway Design and Permitting for Sonoma County gap project, construction of Payran Pathway
- Larkspur Completion and opening of the Larkspur Extension
- Small Projects Path of travel improvements, bridge & culvert repairs, track improvements to prevent flooding
- Surveying and engineering services Annual bridge inspection, operations simulation, as-needed surveying, ADA consultation, cost-estimating services, Real Estate consultation
- Phase 1 IOS Train Control Systems acceptance and final close-out of Phase 1 (IOS1) construction contract

TABLE 3:

CAPITAL BUDGET

Original, Year End FY 2018-19 and Proposed FY 2019-20

| | F | Y 2018-19 | | FY 2018-19 | | FY 2019-20 | |
|----------------------------------|------|-------------|-------|----------------|----|---------------|--|
| | | | YEAR- | -END ACTUALS & | & | | |
| DESCRIPTION | APPR | OVED BUDGET | E | ESTIMATES P | | OPOSED BUDGET | EXPLANATION OF SIGNIFICANT CHANGES |
| REVENUES: | | | | | | | |
| Intergovernmental Revenues | | | | | | | |
| State - Grant Funds | \$ | 10,261,000 | \$ | 9,394,036 | \$ | 14,010,000 | Additional Rail Sets, Payran pathway, Windsor Extension |
| Federal - Grant Funds | | 24,535,682 | | 23,761,546 | | 4,650,000 | Larkspur Extension Project ongoing, Windsor Extension |
| Other Governments | | 5,857,019 | | 8,412,251 | | 4,528,192 | Anderson Dr., San Rafael path, Novato Station, Penngrove |
| Measure M - Sonoma County | | 228,000 | | 27,375 | | 200,625 | Sonoma Gap Pathway Project - Payran to Southpoint design |
| MTC - Bridge Tolls | | 3,211,740 | | 4,612,881 | | - | Larkspur extension funds completed |
| Total Intergovernmental Revenues | | 44,093,441 | | 46,208,089 | | 23,388,817 | |
| TOTAL REVENUES | \$ | 44,093,441 | \$ | 46,208,089 | \$ | 23,388,817 | |
| USE OF FUND BALANCE | \$ | 19,161,163 | \$ | 13,648,185 | \$ | 12,237,643 | |

| EVENIDITURES | | | | | | |
|---|---------|------------|----|------------|---------------|---|
| EXPENDITURES: | | | | | | |
| CAPITAL | | | | | | |
| Salaries and Benefits | | | | | | |
| Employee Salaries | \$ | 1,093,864 | \$ | 1,093,864 | 1,362,957 | |
| Employee Benefits | | 320,017 | | 320,017 | 369,545 | |
| Total Salaries and Benefits | | 1,413,881 | | 1,413,881 | 1,732,501 | Step adjustments, benefit cost increases, filling of vacant positions |
| Services and Supplies | | | | | | |
| Communications | | - | | 57,700 | 7,700 | |
| Postage, Printing, Periodicals | | 5,000 | | - | - | |
| Professional Services - Project | | 885,740 | | 862,191 | 1,239,000 | Environmental maint., ADA, as-needed engineering, Suisun Study |
| Computer Software and Hardware | | 12,645 | l | 9,763 | | Engineering and design related |
| Training, Travel, Memberships | | 7,000 | | 4,500 | 7,000 | |
| Permits/Fees | | 50,000 | | 100,125 | 50,000 | Construction related |
| Utilities | | - | | 18,500 | - | |
| Mileage Expense | | 5,000 | | 5,000 | 5,000 | |
| Total Services and Supplies | | 965,385 | | 1,057,779 | 1,319,750 | |
| | | | | | | |
| Other Charges and Payments | | | | | | |
| Other Governments | | 1,100,000 | | 649,375 | - | Cooperative work: Anderson Drive, City of San Rafael |
| Total Other Charges | | 1,100,000 | | 649,375 | - | |
| Buildings & Capital Improvements (Capital | Assets) | | | | | |
| Land | | - | | 11,000 | - | Land purchase for Larkspur extension complete |
| Capital Equipment - Work in Progress | | 19,134,836 | | 15,947,692 | 4,832,201 | Rail car final acceptance payments |
| Infrastructure | | 41,488,830 | | 41,624,875 | 28,832,008 | Larkspur & Windsor Extension; Novato, San Rafael, other pathway work |
| Total Buildings and Capital Improvements | | 60,623,666 | | 57,583,568 | 33,664,209 | |
| Interfund Transfers | | | | | | |
| Salaries and Benefits Transfer - Capital | | (848,329) | | (848,329) | (1,090,000) | |
| Total Interfund Transfer | | (848,329) | | (848,329) | | Adjustment based on salaries charged to projects |
| | | | | | | |
| TOTAL CAPITAL EXPENDITURES | \$ | 63,254,604 | \$ | 59,856,274 | \$ 35,626,460 | |

Operations Budget:

The Operations Department contains all the functions more directly related to operating the rail and pathway. This includes all train, track, signal, train control systems and facilities expense, as well as public safety and safety compliance. While SMART is still a very new operating agency with a number of new challenges every day, we now have more than a year of operations and experience that has informed our budgeting process. We have been able to capture savings in some areas and utilize those savings in areas with additional needs and costs that we had not anticipated. In the Year End 2018-19 Budget Report, the most significant revisions from the originally approved budget are related to the cost of maintenance of the rail cars. A number of increases are proposed in the new Fiscal Year 2019-20 budget which are needed in order to continue our excellent service record as we open the Larkspur extension and ensure continued reliability in the coming years. Finally, as mentioned in the Executive Summary, we have an established Agency Reserve of \$17 million to protect against unknowns in revenue and expense, an amount we think is prudent for the District at this time. Further details are provided below.

Fiscal Year 2018-19 Final Budget Report:

Revenues: Overall revenues are projected to be \$27.2 million. We have increased our anticipated Fare revenue slightly to reflect actual experience during the fiscal year. Anticipated State revenue was increased by \$943,275 (14%) as a result of higher than anticipated revenues from State Transit Assistance funding. There was an increase in other charges of \$680,850 (1,513%) largely related to insurance reimbursement for damage to SMART's Diesel Multiple Unit (DMU) in an accident. Sales tax revenue available for Operations increased by \$3.4 million (30%) due to additional overall revenue increases freeing up more funds in the current year. Due to the additional revenues, Operations required a smaller infusion of fund balance, reduced from \$5,075,825 to \$579,714.

Expenditures: Overall expenditures are increased in the final budget report by \$817,711 (3%) to \$27,766,974. Salaries and benefits increased by \$651,947 (5%) and is a result of the reclassification of the Public Safety Department from the Administration budget to Operating budget to align with federal & State reporting requirements. The vehicles and equipment budget increased by \$246,162 (9%) primarily due to a shift in expenditures from Fiscal Year 2017-18 for items received after the close of the prior fiscal year. Categories that required additional funds during the year included Communications, which required an additional \$30,830 (13%) in order to fund network redundancy and emergency phones. Maintenance of Revenue Vehicles was increased by \$883,344 (86%) largely due to reimbursable repairs to SMART's damaged rail car. These increases were offset by savings in fuel and professional services.

Fiscal Year 2019-20 Proposed Budget:

Revenues: Revenues for Fiscal Year 2019-20 total \$22.9 million. This includes the allocation of Sales Tax to Operations, fare and parking revenues, as well as other charges related to the right-of-way. Fare revenue is projected to increase 5% due to the opening of the Larkspur and Novato Stations. This takes into account promotions planned this summer for weekends and holidays. The budget reflects ongoing State funding, some of which is allocated by formula to assist with operations and some of which is provided for specific maintenance equipment and capital purchases. All of these funds either exist or were increased as a result of SB1 which successfully survived voter repeal last year. These funds will be used to purchase a wheel pressing machine and install it at the Rail Operations Facility, as well as to

purchase rail car jacking equipment, track maintenance equipment, and spare parts for our rail cars, signals and track. We do not yet have ongoing local funds or fare revenue to fully support our operations. Available fund balance of \$7.3 million will be necessary in order to balance anticipated expenditures, leaving an anticipated closing fund balance of \$7.7 million for capital or other needs.

Expenditures: Operations costs are anticipated to increase \$2.5 million (9%) in the next fiscal year, for total expenditures of \$30,264,288. Increases are significant in three categories. First, salary and benefits costs are increasing by \$1,174,862 (8%). This reflects the addition of 3 new full-time employees, including two Maintenance of Way (MOW) Laborers, and One Purchasing Analyst, as well as anticipated step and benefit costs increases. The new staff resources will reduce maintenance of way contracting costs, and support research of the best way to procure specialized equipment for the rail cars and rail system. Second, fuel costs are increased \$307,004 (26%) in order to accommodate testing and opening of the Larkspur Extension. Third, as mentioned above, the budget includes significant investments in capital equipment designed to increase service reliability and decrease reliance on outside maintenance contracts. These investments include \$2 million associated with a wheel pressing machine, a rail car mover, jacking and re-railing equipment, and an excavator that can be used on and off the rails. These investments include overhauls of both the rail car's engines and braking systems, a requirement of both the FRA and our vehicle engines. A new category, Transportation Services, which covers emergency bus bridges and the North County express bus service, was created to track these types of expenditures for federal reporting purposes. In previous Fiscal Years these expenses would have been included in the professional services budget line. The Professional services budget continues to provide for the contracts that support passenger service and amenities, such as passenger WiFi service and maintenance, required equipment inspection, customer service via Golden Gate Bridge staff, servicing of security cameras and other rail network systems.

Table 4, on the next page, details the Operations Department budget.

Figure 5, below, shows the overview of Proposed Expenditures in the Operations budget for Fiscal Year 2019-20.

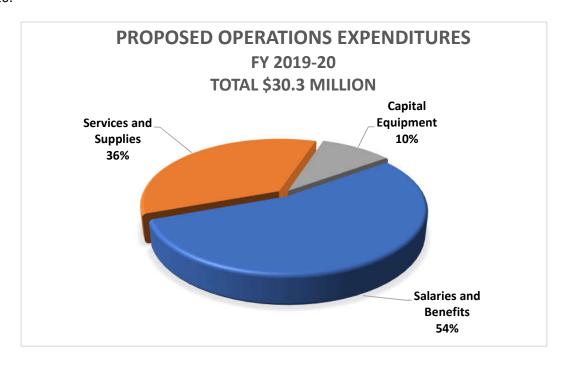


TABLE 4:

OPERATIONS BUDGET

Original, Year End FY 2018-19 and Proposed FY 2018-20

| | | Original, Tear E | na F 1 2018-19 ana P | Toposed F 1 2016-20 |
|--------------------------------------|-----------------|--------------------|----------------------|---|
| | FY 2018-19 | FY 2018-19 | FY 2019-20 | |
| | | YEAR-END ACTUALS & | | |
| DESCRIPTION | APPROVED BUDGET | ESTIMATES | PROPOSED BUDGET | EXPLANATION OF SIGNIFICANT CHANGES |
| REVENUES: | | | | |
| Sales/Use Taxes | | | | |
| Sales/Use Taxes ** | \$ 11,418,499 | \$ 14,808,196 | \$ 11,292,866 | FY19 Revised increase based increased revenue transferred from Administration |
| Total Sales/Use Taxes | 11,418,499 | 14,808,196 | 11,292,866 | **Allocated from budgeted revenue as available from Administration |
| Intergovernmental Revenues | | | | |
| State - Grant Funds | 6,709,939 | 7,653,214 | 7,404,794 | State Commuter Rail/State Transit Assistance Operating Funding |
| Other Governments | 10,000 | 10,000 | 10,000 | Northwestern Pacific Maintenance Charges |
| Total Intergovernmental Revenues | 6,719,939 | 7,663,214 | 7,414,794 | |
| | | | | |
| Charges for Services | | | | |
| Fare Revenue | 3,640,000 | 3,940,000 | 4,137,000 | Assumption of 5% increase in FY20 due to opening of Larkspur, Novato |
| Parking Revenue | 50,000 | 50,000 | 50,000 | |
| Other Charges - Fees, Reimbursements | 45,000 | 725,850 | 30,000 | One-time insurance reimbursements; ongoing dispatch fee |
| Total Charges for Services | 3,735,000 | 4,715,850 | 4,217,000 | |
| | | | | |
| TOTAL REVENUES | \$ 21,873,438 | \$ 27,187,260 | \$ 22,924,660 | |
| USE OF FUND BALANCE: | \$ 5,075,825 | \$ 579,714 | \$ 7,339,628 | |

| EXPENDITURES: | | | | |
|---|---------------|---------------|---------------|--|
| OPERATIONS | | | | |
| Salaries and Benefits | | | | |
| Employee Salaries | \$ 10,991,152 | \$ 11,516,899 | 12,498,755 | |
| Employee Benefits | 3,219,954 | 3,346,153 | 3,539,160 | |
| Total Salaries and Benefits | 14,211,105 | 14,863,052 | 16,037,914 | New FTE additions, benefit cost increases, filling of vacant positions |
| Services and Supplies | | | | |
| Uniform Expense | 225,978 | 183,878 | 196,643 | Uniform/boot costs tied to employee counts and usage |
| Communications | 233,515 | 264,345 | 322,822 | Cost of call boxes, cellular for AVL and WiFi, and equipment replacement |
| Maintenance-Equipment | 235,000 | 163,953 | 555,282 | Recategorization of fare machine maintenance previously in Professional Services |
| Maintenance-Radios | 144,108 | 144,108 | 154,632 | Radio site licenses and support |
| Maintenance-Revenue Vehicles | 1,026,097 | 1,909,441 | 2,291,628 | Train spare parts and maintenance; Some increases due to category reclassification |
| Maintenance-Railway | 904,615 | 850,567 | 771,250 | Track resurfacing, right-of-way maintenance, FY20 reduction tied to new FTE |
| Maintenance of Signals | 358,200 | 215,000 | 246,500 | Gate repair, flagging, signal equipment |
| Maintenance-Buildings/Facilities | 277,960 | 236,921 | 285,720 | Station & facility cleaning, bike lockers, HVAC and electrical |
| Maintenance - Pathway | 42,500 | 35,500 | 25,500 | Pathway maintenance costs projected ongoing, FY20 reduction tied to new FTE |
| Transportation Services | - | - | 411,664 | New account in FY20 - emergency bus bridges, North County bus |
| Office Expense | 138,000 | 138,000 | 128,000 | Projections based on actual expense, employee counts |
| Agency Extra Help | 125,000 | 125,000 | 50,000 | As-needed assistance during leaves |
| Rents/Leases - Equipment | 123,420 | 113,020 | 101,520 | Specialty equipment right-of-way maintenance reduced, in house capacity |
| Minor Equipment | 260,915 | 214,431 | 308,190 | Signage, tools, and cleaning supplies for trains and right-of-way |
| Computer Software and Hardware | 240,159 | 262,691 | 267,918 | Ongoing software and computer replacements, Larkspur extension needs |
| Training, Travel and Memberships | 179,725 | 164,000 | 181,500 | Professional training for PTC, signal and track regulations; site visits |
| Fuel and Lubricants | 1,493,004 | 1,196,000 | 1,503,004 | Increase in fuel prices and additional mileage for testing |
| Miscellaneous | 60,000 | 61,000 | 8,000 | |
| Professional Services | 2,590,695 | 2,280,638 | 2,200,575 | WiFi, network support, customer service, required equipment inspection, hazmat |
| Utilities | 674,050 | 694,050 | 700,525 | Electric, water, gas for signals, bridges, facilities, and rail operations center |
| Total Services and Supplies | 9,332,941 | 9,252,542 | 10,710,873 | |
| Buildings & Capital Improvements (Capital A | ssets) | | | |
| Buildings & Improvements | - | - | - | |
| Vehicles, Equipment | 2,880,217 | 3,126,379 | 2,990,500 | Capital Spare Parts, Wheel press machine, and track maintenance equip. |
| Total Buildings and Capital Improvements | 2,880,217 | 3,126,379 | 2,990,500 | |
| Equipment Replacement | | | | |
| Annual Allocation | 525,000 | 525,000 | 525,000 | Allocation for future equipment replacement schedule |
| | 525,000 | 525,000 | 525,000 | 10 p |
| TOTAL OPERATIONS EXPENDITURES | \$ 26,949,263 | \$ 27,766,974 | \$ 30,264,288 | |

^{**}The entire amount of Sales Tax is realized and shown on Table 1. The amount allocated to Operations changes depending on year-end revenues and expenses.

Position Authorizations

On the next three pages in **Table 5** are the proposed Position Authorizations necessary for the Fiscal Year 2019-20 budget. Additions and shifts were discussed in the Department Sections prior. These include the shift of safety-related positions out of Administration and into Operations. Also discussed is the addition of three positions and the upgrade of one position to increase our in-house capacity to maintain the right of way. In addition, we have reconfigured the Engineering salaries to more closely represent a continuous career ladder for our staff. This has no budgetary impact. Similarly, we have eliminated one Administrative Assistant position in order to add another Community Outreach Coordinator position to reflect the actual job duties. Finally, are proposing two of our administrative staff positions be given an equity increase of 5% in order to better compete with similar positions in the region and the field.

| Desition | FTE | | Coloni Don | A | \mmal | ٦, | alamı Dan | ~~· I | U a u whu | CHANGE FROM PRIOR |
|--------------------------------------|-----|-----------|------------|-----------|---------|---------------|-------------------|--------|-----------|---|
| Position | FTE | , i | | | | | Salary Ran Low | ge: ı | | YEAR |
| DMINISTRATIVE POSITIONS | | | | | | | | | | |
| Accountant | 1 | \$ | 72,413 | \$ | 88,026 | \$ | 34.81 | \$ | 42.32 | |
| Accounting and Payroll Assistant | 1 | \$ | 52,532 | \$ | 63,856 | \$ | 25.26 | \$ | 30.70 | |
| Administrative Analyst/ Contracts | 1 | \$ | 79,933 | \$ | 97,157 | \$ | 38.43 | \$ | 46.71 | |
| | 2 | | 47,604 | ر غ | 57,866 | ب <u>خ</u> | 22.89 | ر غ | 27.82 | 5% Equity Adjustment, |
| Administrative Assistant | 1 | | 49,984 | \$ | 60,756 | \$ | 24.03 | \$ | 29.21 | Reclass of 1 to Communi Outreach |
| Assistant General Counsel | 1 | \$ | 137,606 | \$ | 167,253 | \$ | 66.16 | \$ | 80.41 | |
| Assistant Planner* | 1 | \$ | 68,942 | \$ | 83,803 | \$ | 33.15 | \$ | 40.29 | |
| Chief Financial Officer | 1 | \$ | 219,982 | \$ | 267,426 | \$ | 105.76 | \$ | 128.57 | |
| Clerk of the Board | 1 | \$ | 72,413 | \$ | 88,026 | \$ | 34.81 | \$ | 42.32 | |
| | | \$ | 76,034 | \$ | 92,427 | \$ | 36.55 | \$ | 44.44 | 5% Equity Adjustmen |
| Communications and Marketing Manager | 1 | \$ | 134,264 | \$ | 163,197 | \$ | 64.55 | \$ | 78.46 | |
| Community Outreach Coordinator | 1 | \$ | 70,656 | \$ | 85,883 | \$ | 33.97 | \$ | 41.29 | |
| | 2 | | | | | | | | | 1 New - Converted fro Admin. Assist. |
| Community Outreach Specialist | 1 | \$ | 110,184 | \$ | 133,931 | \$ | 52.97 | \$ | 64.39 | |
| Deputy General Manager | 1 | \$ | 241,663 | \$ | 293,738 | \$ | 116.18 | \$ | 141.22 | |
| Fiscal Manager | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | |
| General Counsel | 1 | \$ | 219,982 | \$ | 267,426 | \$ | 105.76 | \$ | 128.57 | |
| General Manager | 1 | \$ | - | \$ | 311,548 | \$ | - | \$ | 149.78 | |
| Human Resources Manager | 1 | \$ | 121,624 | \$ | 147,846 | \$ | 58.47 | \$ | 71.08 | |
| Human Resources Principal Analyst | 1 | \$ | 110,184 | \$ | 133,931 | \$ | 52.97 | \$ | 64.39 | |
| Human Resources Technician | 1 | \$ | 65,600 | \$ | 79,747 | \$ | 31.54 | \$ | 38.34 | |
| Information Systems Specialist | 1 | \$ | 121,624 | \$ | 147,846 | \$ | 58.47 | \$ | 71.08 | |
| Information Systems Technician | 1 | \$ | 72,413 | \$ | 88,026 | \$ | 34.81 | \$ | 42.32 | |
| Legal Administrative Assistant | 1 | \$ | 65,600 | \$ | 79,747 | \$ | 31.54 | \$ | 38.34 | |
| Payroll Technician | 1 | \$ | 52,532 | \$ | 63,856 | \$ | 25.26 | \$ | 30.70 | |
| Procurement Coordinator | 1 | \$ | 102,321 | \$ | 124,363 | \$ | 49.19 | \$ | 59.79 | |
| Programming and Grants Manager | 1 | \$ | 141,056 | \$ | 171,475 | \$ | 67.82 | \$ | 82.44 | |
| Real Estate Manager | 1 | \$ | 151,875 | \$ | 184,621 | \$ | 73.02 | \$ | 88.76 | |
| Safety & Compliance Officer | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | |
| Senior Administrative Analyst | 1 | \$ | 90,431 | \$ | 109,928 | \$ | 43.48 | \$ | 52.85 | |
| Senior Planner | 1 | \$ | 95,015 | \$ | 115,482 | \$ | 45.68 | \$ | 55.52 | |
| Senior Real Estate Officer | 1 | \$ | 102,321 | \$ | 124,363 | \$ | 49.19 | \$ | 59.79 | |
| Supervising Accountant | 1 | \$ | 88,224 | \$ | 107,245 | \$ | 42.42 | \$ | 51.56 | |

Table 5 : Continued on Next Page (Page 1 of 3)

| TABLE 5: | | | | | | |
|---------------------|--------|--------------|-------------|------------|------------|-------------------|
| Fiscal Year 2019-20 | : Prop | osed Positio | on Authoriz | ation | | |
| Position | FTE | Salary Rar | nge Annual | Salary Ran | ge: Hourly | CHANGE FROM PRIOR |
| | | Low | High | Low | High | YEAR |

| Assistant Engineer * | 4 | \$ | 86,082 | \$ | 104,624 | \$ | 41.39 | \$ 50.30 | |
|-------------------------------|---|-----------|--------------|-----------|---------|-----------|-------|--------------|-----------------------------|
| Associate Engineer* | 2 | \$ | 102,321 | \$ | 124,363 | \$ | 49.19 | \$ 59.79 | |
| Construction Engineer * | 1 | \$ | 112,947 | ş | 137,280 | \$ | 54.30 | \$ 66.00 | Removed and reclassed below |
| Deputy Project Manager * | 1 | \$ | 180,540 | \$ | 219,461 | \$ | 86.80 | \$ 105.51 | Removed and reclassed below |
| Junior Engineer * | 1 | \$ | 76,077 | \$ | 92,477 | \$ | 36.58 | \$ 44.46 | |
| Principal Engineer* | 1 | \$ | 134,254 | \$ | 163,186 | \$ | 64.55 | \$ 78.45 | Reclassed from Above |
| Senior Engineer* | 1 | \$ | 118,661 | \$ | 144,233 | \$ | 57.05 | \$ 69.34 | Reclassed from Above |
| Chief Engineer | 1 | \$ | 180,540 | \$ | 219,461 | \$ | 86.80 | \$ 105.51 | |
| Manager Train Control Systems | 1 | \$ | 180,540 | \$ | 219,461 | \$ | 86.80 | \$ 105.51 | |
| Project Extra hires * | | ι | Jp to amount | \$ | 50,000 | \$ | _ | \$ _ | |

^{*} Denotes Limited-Term Position Dependent on Project need

Table 5 : Continued on Next Page (Page 2 of 3)

| Fiscal Teal 2 | 2019-20 : Prop | osec | POSITIO | on <i>i</i> | Autnoriz | atic | n | | | |
|---|----------------|---------------------|------------|-------------|----------|---------------|----------|---------------|--------|--------------------------------------|
| Position | FTE | Salary Range Annual | | | | | lary Ran | ge: I | lourly | CHANGE FROM PRIOR |
| | | | Low | High | | | Low | | High | YEAR |
| PPERATIONS POSITIONS | | | | | | | | | | |
| Administrative Assistant | 1 | \$ | 47,604 | ş | 57,866 | \$ | 22.89 | \$ | 27.82 | |
| | | \$ | 49,984 | \$ | 60,756 | \$ | 24.03 | \$ | 29.21 | 5% Equity Adjustme |
| Administrative Analyst-Purchasing | 1 | \$ | 79,933 | \$ | 97,157 | \$ | 38.43 | \$ | 46.71 | New |
| Administrative Services Manager | 1 | \$ | 86,082 | \$ | 104,624 | \$ | 41.39 | \$ | 50.30 | |
| Assistant Superintendent of Transportation | 1 | \$ | 104,892 | \$ | 127,462 | \$ | 50.43 | \$ | 61.28 | |
| Bridge Tender* | 2.5 | | - | \$ | 58,531 | | _ | \$ | 28.14 | |
| - | | | 460 570 | | | | 70.64 | | | Moved from |
| Chief of Police | 1 | \$ | 163,572 | \$ | 198,827 | \$ | 78.64 | \$ | 95.59 | Administration Moved from |
| Code Compliance Officer | 2.5 | \$ | 64,015 | \$ | 77,792 | \$ | 30.78 | \$ | 37.40 | Administration |
| Controller /Supervisor | 10 | \$ | 92,252 | \$ | 112,133 | \$ | 44.35 | \$ | 53.91 | |
| Conductor** | 11 | \$ | 66,123 | \$ | 77,792 | \$ | 31.79 | \$ | 37.40 | |
| Engineer-Conductor** | 29 | \$ | 79,498 | \$ | 93,517 | \$ | 38.22 | \$ | 44.96 | |
| Extra Hires Operations | | Up t | o amount | \$ | 350,000 | \$ | - | \$ | - | |
| Facilities Maintenance Supervisor | 1 | \$ | 95,015 | \$ | 115,482 | \$ | 45.68 | \$ | 55.52 | |
| Facilities Maintenance Technician | 3 | | _ | \$ | 73,070 | | - | \$ | 35.13 | |
| Laborers-Vehicle Maintenance | 10 | | - | \$ | 53,206 | | - | \$ | 28.14 | |
| Laborers-Track Maintenance | 2 | | - | \$ | 53,206 | | - | \$ | 28.14 | New- Replaces contr costs |
| Operations Manager | 1 | \$ | 180,540 | \$ | 219,461 | \$ | 86.80 | \$ | 105.51 | |
| Parts Clerk | 2 | \$ | 59,430 | \$ | 72,238 | \$ | 28.57 | \$ | 34.73 | |
| Railroad Information Systems Specialist | 1 | \$ | 107,506 | \$ | 130,666 | \$ | 51.69 | \$ | 62.82 | |
| Safety & Compliance Officer | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | Moved from Administration |
| Signal Supervisor | 2 | \$ | 102,321 | \$ | 124,363 | \$ | 49.19 | \$ | 59.79 | |
| Signal Technician | 9 | | _ | \$ | 100,734 | | - | \$ | 48.43 | |
| Superintendent of Vehicle Maintenance | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | |
| Superintendent of Transportation | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | |
| Superintendent Signals and Way | 1 | \$ | 124,688 | \$ | 151,528 | \$ | 59.95 | \$ | 72.85 | |
| Track Maintainer 1 | 5 | | - | \$ | 76,794 | | _ | \$ | 36.92 | Reduced to convert position below |
| | 4 | | | | | | | | | |
| Total Addition of | 1 | | | _ | 04.470 | | | _ | 40.54 | New-replaces contra |
| Track Maintainer 2 | 2 | _ | | \$ | 84,473 | _ | - | \$ | 40.61 | costs |
| Track Maintenance Supervisor | | \$ | 94,536 | \$ | 114,920 | \$ | 45.45 | \$ | 55.25 | Increased per appro contract |
| Wakida Maintananaa Curreniire | 4 | \$ | 97,372 | \$ | 118,368 | \$ | 46.81 | \$ | 56.91 | |
| Vehicle Maintenance Supervisor | 12 | \$ | 97,372 | \$ | 118,373 | \$ | 46.81 | \$ | 56.91 | |
| Vehicle Maintenance Technician ubtotal Operations Full Time Equivalents (FTE)** | | | e footnote | \$ | 93,558 | | - | \$ | 44.98 | |

 $^{{\}bf **} \ {\bf Engineer/Conductor} \ \ {\bf may} \ {\bf be} \ {\bf filled} \ {\bf by} \ {\bf Conductors}, \ {\bf Total} \ {\bf FTE} \ \ {\bf for} \ {\bf both} \ {\bf positions} \ {\bf combined} \ {\bf is} \ {\bf 29}$

Table 5: Page 3 of 3



Gary Phillips, Chair Transportation Authority of Marin

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

Judy Arnold

Marin County Board of Supervisors

Damon Connolly

Marin County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Dan Hillmer

Marin County Council of Mayors and Councilmembers

Eric Lucan

Transportation Authority of Marin

Joe Naujokas

Sonoma County Mayors' and Councilmembers Association

David Rabbitt

Sonoma County Board of Supervisors

Chris Rogers

Sonoma County Mayors' and Councilmembers Association

Shirlee Zane

Sonoma County Board of Supervisors

Farhad Mansourian

General Manager

5401 Old Redwood Highway Suite 200

Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037

www.sonomamarintrain.org

May 15, 2019

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

SUBJECT: Approve a Resolution Authorizing the General Manager to submit SMART's application and any necessary subsequent information to the Metropolitan Transportation Commission and the State of California for \$263,331 in State Transit Assistance State of Good Repair Program Funds for the SMART Capital Spare Parts Project

Dear Board Members:

RECOMMENDATIONS:

Approve Resolution Number 2019-06 authorizing the General Manager to submit SMART's application and any necessary subsequent information to the Metropolitan Transportation Commission and the State of California for \$263,331 in State Transit Assistance State of Good Repair Program Funds for the SMART Capital Spare Parts project.

SUMMARY:

Senate Bill 1 (SB1), the 2017 Road Repair and Accountability Act, includes funding for several transit-related programs. One of those programs, the State Transit Assistance – State of Good Repair (STA-SGR) program had the initial round of programming occur in Spring 2018 and a subsequent round in Summer 2019. Your Board approved an authorizing resolution on January 17, 2018 for SMART to acquire these funds for Capital Spare Parts. For Fiscal Year 2019-20 STA-SGR programming, an additional authorizing resolution is required and that resolution is before you today.

State Transit Assistance - State of Good Repair

The 2017 Road Repair and Accountability Act (Senate Bill 1) added funding into the existing State Transit Assistance Program, while placing restrictions on the use of these new revenues. Specifically, these STA-SGR funds can be used for transit capital projects or for services to maintain or repair a transit operator's existing fleet or transit facilities. SMART's formula share of these funds for Fiscal Year 2019-20 is \$262,832. There is also a balance of \$499 remaining for Fiscal Year 2018-19, for a combined total of available STA-SGR funds of \$263,331.

SMART's draft Fiscal Year 2019-20 Annual Budget anticipates these State of Good Repair funds are received and expended on eligible capital maintenance components of the operating budget, notably Capital Spare Parts for rail vehicles and maintenance of way and signal equipment.

State Transit Assistance - State of Good Repair funds were programmed for Fiscal Years 2018 and 2019 by the State of California. For Fiscal Year 2020, the responsibility for programming the funds has shifted to the regions, in SMART's case, the Metropolitan Transportation Commission, with reporting of programming and project implementation results to the State. We recommend approval of this resolution in order to receive the funds allocated to SMART through the funding formula.

FISCAL IMPACT: SMART anticipated these funds in the φκaft Fiscal Year 2019-20 budget.

REVIEWED BY: [x] Finance

Very truly yours,

Programming and Grants Manager

Attachment: Resolution Number 2019-06 for STA State of Good Repair Fund

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AUTHORIZING THE SUBMITTAL OF APPLICATIONS, SUPPORTING DOCUMENTS AND EXECUTION OF FUNDING AGREEMENTS FOR FISCAL YEAR 2019-2020 STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR FUNDS FOR THE SMART CAPITAL SPARE PARTS PROJECT

WHEREAS, the Sonoma-Marin Area Rail Transit District (SMART) is an eligible project sponsor and may receive State Transit Assistance funding from State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, the State Controller's Office has released the Fiscal Year 2020 SGR apportionments and SMART is estimated to receive \$263,331 in SGR funds; and

WHEREAS, SMART's Capital Spare Parts Project is an eligible project per the SGR program guidelines; and

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administering agency for the SGR; and

WHEREAS, the Department has designated the Metropolitan Transportation Commission (MTC) as the regional entity responsible for coordinating the administration of all SGR projects and distribution of SGR funds to eligible project sponsors (local agencies) within the nine county Bay Area; and

WHEREAS, SMART wishes to delegate the submittal of applications, necessary supporting documents and any amendments thereto to SMART's General Manager or his designee,

NOW, THEREFORE, BE IT RESOLVED THAT THE Board of Directors of the SMART District hereby designates SMART's General Manager, Farhad Mansourian, or his designee, be authorized to execute all required documents of the SGR program and any amendments thereto with the Metropolitan Transportation Commission and State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 15th day of May, 2019, by the following vote:

| DIRECTORS: AYES: | |
|---|---|
| NOES: | |
| ABSENT: | |
| ABSTAIN: | |
| | Gary Phillips, Chair, Board of Directors Sonoma-Marin Area Rail Transit District |
| ATTEST: | |
| Leticia Rosas-Mendoza, Clerk of Board of Sonoma-Marin Area Rail Transit District | Directors |



Gary Phillips, Chair Transportation Authority of Marin

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

Judy Arnold Marin County Board of Supervisors

Damon ConnollyMarin County Board of Supervisors

Debora FudgeSonoma County Mayors' and
Councilmembers Association

Dan HillmerMarin County Council of Mayors and Councilmembers

Eric LucanTransportation Authority of Marin

Joe Naujokas Sonoma County Mayors' and Councilmembers Association

David RabbittSonoma County Board of Supervisors

Chris RogersSonoma County Mayors' and
Councilmembers Association

Shirlee ZaneSonoma County Board of Supervisors

Farhad Mansourian General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.sonomamarintrain.org May 15, 2019

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

SUBJECT: Support for Senate Bill 742 (Allen) regarding intercity rail feeder bus requirements.

Dear Board Members:

RECOMMENDATION:

Support Senate Bill 742 (Allen).

SUMMARY:

SB 742 (Allen) makes several changes to existing law related to operation of intercity rail feeder bus service. Currently California's intercity rail and bus feeder service providers operate under the national Amtrak label and are managed by three Joint Power Authorities in the state, Capitol Corridor and San Joaquin in Northern California and LOSSAN in Southern California. This SB 742 legislation would remove the existing restriction that limits intercity rail feeder bus service to passengers solely connecting to and from an Amtrak Intercity Rail service in California.

Senate Bill 742 would amend Section 14035.55 of the Government Code, relating to transportation. This section of the Government Code currently prohibits, aside from certain specified exemptions, all three of California's intercity rail service providers from allowing a non-rail passenger from purchasing an Amtrak feeder bus ticket. In other words, people are only allowed to purchase a ticket on an Amtrak Thruway intercity rail feeder bus if they are also purchasing an Amtrak intercity rail ticket for the same journey. This restriction mirrors existing federal regulations that encourages this practice in order to prevent the use of publicly subsidized service from competing with privately operated intercity bus service.

California's Amtrak Thruway Bus Network is one of the largest intercity bus networks in the United States, connecting over 250 communities throughout California and major cities in Nevada.

The North Bay is served by the Amtrak Thruway Route 7, managed by the San Joaquin Joint Power Authority intercity rail provider. This route travels the 281 miles between the Martinez, CA, Amtrak station and the McKinleyville, CA, Amtrak Thruway bus stop, with two northbound and two southbound runs along the full 19-stop route distance each weekday.

This route, like others throughout the statewide network, is underutilized because of the existing state law that restricts access to the bus service to only those persons also purchasing an Amtrak intercity rail ticket for the same journey. With limited intercity bus service along the Hwy 101 corridor, this restriction has also prevented the public from using Amtrak feeder bus service to connect with SMART's commuter rail service. SB 742 would remove this restriction.

The passage of SB 742 would allow the Joint Power Authorities to pick up and drop off passengers on their Amtrak intercity thruway bus routes without requiring them to have a train ticket as part of their trip. With the passage of SB 742, these State-funded Amtrak intercity thruway bus routes could provide transportation services to more people, providing benefits in the following areas:

increased fare revenues for the state with virtually no additional operating costs;

- improved access underserved and disadvantaged communities, many of them rural, throughout the state;
- reduction in the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile; and
- better utilization of current infrastructure and reduction of congestion on some of the state's most congested freeways.

Amending Section 14035.55 could have positive effects on California's underserved rural communities by providing a convenient and inexpensive alternative to the rising costs of automobile and airline travel. Connecting these communities to each other and to California's large economic centers would increase safe and affordable transportation options between these communities.

SMART staff has been working with San Joaquin Joint Power Authority (SSJPA) and partner public transit agency staff over the past several months to determine any potential operational efficiencies for the Amtrak Thruway Route 7 service through Napa, Sonoma Mendocino and Humboldt Counties. Regardless of the outcome of SB 742 SSJPA staff are determining the feasibility of launching thruway bus stop locational changes, most likely in Petaluma and Santa Rosa, in the coming 18 months, to encourage Amtrak Thruway bus service connectivity to the existing transit and rail network. Staff have also been in discussion about ticketing mechanisms should SB 742 pass and Amtrak thruway intercity bus feeder service be made available as a SMART connector service.

This bill is passed with 12 Ayes and 0 Noes from the Senate Committee on Transportation on April 24 and has been moved directly to the Senate Floor for a future vote.

FISCAL IMPACT: No cost to SMART.

REVIEWED BY: [x] Finance

Sincerely,

Programming and Grants Manager

Attachment(s): SB 742 text

No. 742

Introduced by Senator Allen

February 22, 2019

An act to amend Section 1501 of the Health and Safety Code, relating to health and care facilities. An act to amend Section 14035.55 of the Government Code, relating to transportation.

LEGISLATIVE COUNSEL'S DIGEST

SB 742, as amended, Allen. Community care facilities. Intercity passenger rail services: motor carrier transportation of passengers.

Existing law authorizes the Department of Transportation to contract with Amtrak to provide commuter and intercity rail passenger services. Existing law also authorizes the department to provide funding to Amtrak to contract for rail feeder bus services operated in conjunction with the intercity trains, but subject to the restriction, among others, that the bus services be used only by passengers who are connecting to or from a train, subject to specified exceptions, including exceptions for passengers on certain routes where no private intercity bus company provides scheduled bus services.

This bill would instead authorize the department to provide funding to Amtrak, a joint powers authority, or any other public or private transit operator for the purpose of entering into a contract with a motor carrier of passengers for the intercity transportation of passengers by motor carrier over regular routes. The bill would authorize a state or local government to enter into an agreement with Amtrak to provide for the intercity transportation of passengers by motor carrier over regular routes that are open to all riders, including passengers who are not connecting to a passenger rail service. The bill would also

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authorize a public or private transit operator to enter into a ticket-selling agreement with Amtrak, a joint powers authority, or any other public or private transit operator that provides intercity transportation of passengers by motor carrier over regular routes.

The California Community Care Facilities Act provides for the licensure and regulation of community care facilities by the State Department of Social Services. The act includes legislative findings and declarations that there is an urgent need to establish a coordinated and comprehensive statewide service of quality community care for the mentally ill, the developmentally and physically disabled, and children and adults who require care or services.

This bill would make technical, nonsubstantive changes to those legislative findings and declarations.

Vote: majority. Appropriation: no. Fiscal committee: no-yes. State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares both of the 2 following:
- 3 (a) The coordination of public and private intercity 4 transportation to and from transit stations and other passenger 5 rail services is essential to providing connecting points for 6 passenger rail service.
 - (b) The availability of intercity bus transportation to all riders on regular routes designated for passenger rail service is necessary to ensure the optimal use of intercity and commuter rail passenger transportation.
- 11 SEC. 2. Section 14035.55 of the Government Code is amended 12 to read:
- 13 14035.55. (a) The Legislature finds and declares all of the following:
 - (1) Intercity passenger bus service provided by intercity bus companies on a regular-route basis is the only public mass transportation service in the state to provide surface transportation without public subsidy.
- 19 (2) The long-term maintenance of private sector intercity 20 passenger service is of vital importance to the state.

3 SB 742

(3) Intercity bus companies serve many communities throughout California, providing a network of connection points without equal by any other mode of public or private transportation.

(b)

- 14035.55. (a) To the extent permitted by federal law, the department shall encourage Amtrak and motor carriers of passengers to do both of the following:
- (1) Combine or package their respective services and facilities to the public as a means of improving *intercity passenger rail* services to the public.
- (2) Coordinate schedules, routes, rates, reservations, and ticketing to provide for enhanced intermodal surface transportation. transportation to and from connecting points of passenger rail service.
 - (c) Except as authorized under subdivisions (e) and (f), the
- (b) The department may provide funding to Amtrak Amtrak, a joint powers authority formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1, or any other public or private transit operator for the purpose of entering into a contract with a motor carrier of passengers for the intercity transportation of passengers by motor carrier over regular routes only if all of the following conditions are met: routes.
- (1) The motor carrier is not a public recipient of governmental assistance, as defined in Section 13902(b)(8)(A) of Title 49 of the United States Code, other than a recipient of funds under Section 5311(f) of that title and code. This paragraph does not apply if a local public motor carrier proposes to serve passengers only within its service area.
- (2) Service is provided only for passengers on trips where the passengers have had prior movement by rail or will have subsequent movement by rail, evidenced by a combination rail and bus one-way or roundtrip ticket, or service is also provided on State Highway Route 50 between the City of Sacramento and the City of South Lake Tahoe and intermediate points or on State Highway Route 5 between the community of Lebec in Kern County and the City of Santa Clarita for passengers solely by bus if no other bus service is provided by a private intercity bus company.
- (3) Vehicles of the motor carrier, when used to transport passengers pursuant to paragraph (2), are used exclusively for that purpose.

SB 742 —4—

(4) The motor carrier is registered with the United States Department of Transportation (DOT) and operates in compliance with the federal motor carrier safety regulations, and provides service that is accessible to persons with disabilities in compliance with applicable DOT regulations pertaining to Amtrak services, in accordance with the federal Americans with Disabilities Act of 1990 (Public Law 101-336).

- (d) The department shall incorporate the conditions specified in subdivision (e) into state-supported passenger rail feeder bus service agreements between Amtrak and motor carriers of passengers. The bus service agreements shall also provide that a breach of those conditions shall be grounds for termination of the agreements.
- (e) Notwithstanding subdivisions (c) and (d), the department may provide funding to Amtrak for the purpose of entering into a contract with a motor carrier of passengers to transport Amtrak passengers on buses operated on a route, if the buses are operated by the motor carrier as part of a regularly scheduled, daily bus service that has been operating consecutively without an Amtrak contract for 12 months immediately prior to contracting with Amtrak.
- (f) Notwithstanding subdivisions (e) and (d), or any other provision of law, the department may enter into a contract, either directly with a public motor carrier in the County of Monterey, or indirectly with that carrier through a contract with Amtrak, to provide mixed-mode feeder bus service on the San Jose-Gilroy-Monterey route. The contract with a public motor carrier may only be entered into if the department determines that there is no private motor carrier providing scheduled bus service on the San Jose-Gilroy-Monterey route. However, the contract shall be terminated, within 120 days' notice to the public motor carrier, if a private motor carrier again operates a scheduled service on the San Jose-Gilroy-Monterey route.
- (g) Pursuant to paragraph (2) of subdivision (c), the department may amend its contract with Amtrak to add a term to provide bus service to passengers traveling solely by bus on the Sacramento-South Lake Tahoe route and between Lebec and Santa Clarita on the Bakersfield-Santa Clarita route. A contract amendment with Amtrak may only be entered into if the department determines that there is no private motor carrier providing

—5— **SB 742**

scheduled bus service on the route that is the subject of the contract amendment. However, the applicable contract amendment shall 3 be terminated, within 120 days' notice to Amtrak, if a private 4 carrier again operates a scheduled bus service on the 5 Sacramento-South Lake Tahoe route, or within 60 days' notice to 6 Amtrak, if a private carrier again operates a scheduled bus service 7 between Lebec and Santa Clarita on the Bakersfield-Santa Clarita route.

- (h) The department shall undertake a two-year study of patronage on the bus service operated between the City of Sacramento and the City of South Lake Tahoe and intermediate points pursuant to subdivision (g), identifying the number of passengers who are transferring to an Amtrak rail service and those who are traveling solely on the bus service. The study shall identify the revenue from each category of passengers and include other pertinent ridership information. The report shall be submitted to the transportation policy committees of the Legislature no later than March 1, 2010.
- (c) A state or local government may enter into an agreement with Amtrak to provide for the intercity transportation of passengers by motor carrier over regular routes that are open to all riders, including passengers who are not connecting to a passenger rail service.
- (d) A public or private transit operator may enter into a ticket-selling agreement with Amtrak, a joint powers authority formed pursuant to Chapter 5 (commencing with Section 6500) of Division 7 of Title 1, or any other public or private transit operator that provides intercity transportation of passengers by motor carrier over regular routes.

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- 31 (e) For purposes of this section, the following terms have the 32 following meanings:
- (1) "Amtrak" 33 means the National Railroad Passenger 34 Corporation.
 - (2) "Department" means the Department of Transportation or the department's successor with respect to providing funds to subsidize Amtrak service.
- (3) "Motor carrier of passengers" means a person or entity providing motor vehicle transportation of passengers for 40 compensation.

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31 32 (4) "Mixed-mode feeder bus service" means bus service carrying both passengers connecting to or from a rail service and passengers only using the bus service.

SECTION 1. Section 1501 of the Health and Safety Code is amended to read:

- 1501. (a) The Legislature finds and declares that there is an urgent need to establish a coordinated and comprehensive statewide service—system—of—quality—community—care—for—mentally—ill, developmentally and physically disabled, and children and adults who require care or services by a facility or organization issued a license or special permit pursuant to this chapter.
- (b) Therefore, the Legislature declares it is the intent of the state to develop policies and programs designed to: (1) ensure a level of care and services in the community that is equal to or better than that provided by the state hospitals; (2) ensure that all people who require them are provided with the appropriate range of social rehabilitative, habilitative and treatment services, including residential and nonresidential programs tailored to their needs; (3) protect the legal and human rights of a person in or receiving services from a community care facility; (4) ensure continuity of eare between the medical-health elements and the supportive care-rehabilitation elements of California's health systems; (5) ensure that facilities providing community care are adequate, safe, and sanitary; (6) ensure that rehabilitative and treatment services are provided at a reasonable cost; (7) ensure that state payments for community care services are based on a flexible rate schedule varying according to type and cost of care and services provided; (8) encourage the utilization of personnel from state hospitals and the development of training programs to improve the quality of staff in community care facilities; and (9) ensure the quality of community care facilities by evaluating the care and services provided and furnishing incentives to upgrade their quality.



Gary Phillips, Chair Transportation Authority of Marin

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

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Sonoma County Mayors' and
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Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.sonomamarintrain.org May 15, 2019

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

SUBJECT: Review and approve SMART's Projects for the Regional Transportation Plan - Plan Bay Area 2050

Dear Board Members:

RECOMMENDATION:

Receive any Public Comment on the proposed submittals by SMART to the Metropolitan Transportation Commission for inclusion in the Plan Bay Area 2050, endorse the proposed project list for submittal to the region and to county-level planning agencies, and authorize the General Manager to amend or modify proposed projects as needed during the Plan Bay Area 2050 project evaluation process.

SUMMARY:

Every four years the Metropolitan Transportation Commission (MTC) updates the federally required Regional Transportation Plan, a long-range planning document to guide future transportation investments for the nine county Bay Area. Starting in 2008, California legislation requires each of the state's 18 metropolitan areas to also develop Sustainable Communities Strategies to accommodate future population growth and reduce greenhouse gas emissions from the transportation sector. Those requirements resulted in the first Plan Bay Area to be developed from 2011-2013 and the second Plan Bay Area (2040) to be developed from 2014-2017.

As part of this update to Plan Bay Area 2040, MTC requests the assistance of County Transportation Agencies (CTAs) and multi-county transit project sponsors, such as SMART, through the release of a Call for Projects, the *Plan Bay Area 2050 – Request for Regionally Significant Projects*. In addition, transit operators have also been requested to assist MTC with the development of the Transit Operating and Capital Asset Needs Assessment for Plan Bay Area 2050. This Call for Projects is for new expansion, enhancement or capacity increasing projects, while the Transit Operating and Capital Asset Needs Assessment documents the operating and capital requirements to keep the current transit system functioning.

Included in this regional Plan Bay Area 2050 Call for Projects is guidance for multi-county project sponsors like SMART to also work directly with the county-level planning agencies (the CTAs) for submittal of localized projects. The CTAs and multi-county project sponsors have been asked to allow for public comment on their proposed submittals. As in prior Plan Bay Area updates, SMART has been coordinating with the three CTAs in which SMART owns assets, concentrating on the two CTAs in which SMART operates passenger service. SMART is also coordinating with a fourth CTA during this Plan Bay Area update, due to the nature of the "Horizon" project submittal described later. Those four CTAs are the Sonoma County Transportation Authority (SCTA), the Transportation Authority of Marin (TAM), the Napa Valley Transportation Authority (NVTA), and the Solano Transportation Authority (STA).

Each CTA has been conducting a project public review/comment process and has been providing SMART staff with input they have received from the public related to SMART. The Sonoma County Transportation Authority (SCTA) is also in the process of updating its own 2016 Countywide Transportation Plan (CTP) as a pre-cursor to submitting county-level priorities to Plan Bay Area 2050, with all project sponsors, including SMART, asked to submit long range plan projects as part of that update. The SCTA-CTP Update process was launched at the April 2019 of the SCTA Board. The Transportation Authority of Marin (TAM) has been engaged in public discussions on Plan Bay Area 2050, with a draft project list presented at their Commission meeting in April 2019. Napa Valley Transportation Authority (NVTA) is also in the process of soliciting for Plan Bay Area 2050 projects of interest to Napa and their existing countywide plan, adopted in September 2015, recommends further study of east-west rail connections. The Solano Transportation Authority (STA) had a public hearing for the Plan Bay Area 2050 Call for Projects on May 8, 2019.

For this update to Plan Bay Area, and any county-level plans that feed into the regional-level transportation plan, SMART staff propose continuing to focus on completion of the Measure Q Rail and Pathway program. In order to maintain flexibility during the grant application phase, several of SMART's projects are designed to be more programmatic in nature (i.e., Station Enhancements), while others are specific to a geographic area (i.e., Rail Extension to Cloverdale). The projects proposed for submittal are identical to the projects approved by the SMART Board in 2015 for the prior regional transportation planning exercise, with the exception of the fully funded projects of Rail Extensions to Larkspur and Windsor, now assumed to be in the region's "committed" category. The minutes of the SMART Board discussion of the project list from September 2015 (*Agenda Item #7*) and October 2015 (*Agenda Item #7*) are attached. The projects proposed are the following (in alphabetic order):

- Rail Extensions Windsor to Cloverdale
- Rail Fleet Capacity Expansion
- Rail Freight Improvements
- Rail Operations Facility Capacity Expansion
- Rail Petaluma Infill Station
- SMART Pathway
- SMART Stations Capital Enhancements

In 2018, MTC also undertook the development of a list of Regionally Transformative Projects by requesting of project sponsors and the general public to submit projects that could "transform" the region, cost more than \$1 billion, and were not submitted through the prior Plan Bay Area 2040 process. This endeavor was named "Horizon". SMART's potential rail expansion along the east-west alignment between Marin and Solano Counties and SMART expansion to Richmond from San Rafael, via a new Richmond-San Rafael bridge, were the two SMART-related Horizon projects evaluated.

Once the Plan Bay Area 2050 Call for Projects is complete, MTC and the CTAs will look at all anticipated grant and other funds during the life of the plan and determine which projects will receive those funds. The transportation project list will start as an unconstrained "Vision" list and will be reduced to a financially constrained list of projects to be built between now and 2050.

MTC will also be conducting a project level and program level *Project Performance Evaluation* of the Proposed Projects, during which time MTC may ask for SMART staff to modify the project submittals. During the development of the first Plan Bay Area in 2011-2013, the MTC's Plan Bay Area *Project Performance Evaluation* process resulted in the recommendation to only allow SMART's Rail project to be included for construction as far north as Santa Rosa in the financially constrained Plan Bay Area. As part of subsequent negotiations, SMART and SCTA were allowed to include SMART Rail as far north as Windsor for construction and to Healdsburg and Cloverdale for environmental clearance only, with the SMART Pathway included for construction as far north as Cloverdale in the financially constrained Plan Bay Area.

During the development of Plan Bay Area's update in 2015 - 2016, the MTC's *Project Performance Evaluation* process again recommended that the SMART Board's request for inclusion of the construction of the *SMART Rail Extension Sonoma County Airport to Cloverdale* project in the financially constrained Plan Bay Area be denied and revised to include SMART Rail as far north as Windsor for construction and to Healdsburg and Cloverdale for environmental clearance only, with the SMART Pathway included for construction as far north as Cloverdale in the financially constrained Plan Bay Area.

For Plan Bay Area 2050, the individual CTAs are being asked to be involved in the prioritization of projects for the financial constraining of the plan. As part of that prioritization of projects, the CTAs are being asked to account for the regional projects subject to MTC's *Project Performance Assessment*. The "SMART to Cloverdale" project is included in the MTC Call for Projects attachment as one of the regional projects subject to *Project Performance Assessment* (shown in MTC Call for Projects, Attachment D, Part A).

Plan Bay Area 2050 will be in effect for four years and during that time, if a project sponsor wishes to seek discretionary grant funds for their project, the project must be included in the financially constrained project list to be eligible to apply for the grant funds.

Staff recommends your Board:

- accept public comment related to SMART's submittal to the financially constrained Plan
 Bay Area 2050 Call for Projects at this meeting and,
- subject to any necessary revisions, endorse the proposed project list for submittal to the region and to county-level planning agencies, and
- authorize the General Manager to amend or modify proposed projects listed during the Plan Bay Area 2050 *Project Performance Evaluation* Process.

FISCAL IMPACT: None at this time. Inclusion in Plan Bay Area 2050's financially constrained transportation project list will enable SMART to seek future grant funds.

REVIEWED BY: [x] Finance

e (f) (x] Counsel__

Sincerely,

Joanne Parker

Programming and Grants Manager

Cc: Suzanne Smith, SCTA
Dianne Steinhauser, TAM
Kate Miller, NCTPA
Daryl Halls, STA

Attachment(s):

- 1) MTC Call for Projects
- 2) SMART List of Proposed Plan Bay Area 2050 Projects
- 3) Minutes of SMART Board Discussion of Plan Bay Area 2040 SMART Project Submittals, September 2015 (Item #7) and October 2015 (Item #7)





March 4, 2019

RE: Plan Bay Area 2050 – Request for Regionally-Significant Projects

To: County Transportation Agencies and Multi-County Project Sponsors

As the Bay Area begins to transition from Horizon to Plan Bay Area 2050 ("Plan") – an update to the nine-county Regional Transportation Plan/Sustainable Communities Strategy - the Metropolitan Transportation Commission (MTC) requests the assistance of each of the nine Bay Area county transportation agencies (CTAs) to coordinate the submittal of regionally-significant transportation project proposals. Multi-county project sponsors (e.g., Caltrans, BART, Caltrain, WETA) should coordinate localized projects with the respective CTA and should coordinate the submittal of regional or systems projects with MTC.

In order for regionally-significant projects to progress from an idea to implementation or construction – summarized in Attachment A – project sponsors must demonstrate the project assumptions are consistent with the Plan and its environmental assessments (e.g., regional transportation-air quality conformity, program environmental impact report). Therefore, all regionally-significant projects anticipated to open by 2050 that will seek federal, state, or regional funding or that will require federal or state actions (e.g., project-level transportation-air quality conformity, NEPA, CEQA) must be submitted for consideration during this Request for Regionally-Significant Projects. Please see the attached guidance for further details.

MTC requests CTAs and multi-county project sponsors adhere to a June 30, 2019, deadline. Agencies may submit evidence of governing board endorsement and the requested documentation up to July 31, 2019.

MTC looks forward to receiving your project proposals. If you have any questions on the Request for Regionally-Significant Projects process, please contact Adam Noelting. If you have questions on Horizon and Plan Bay Area 2050, please contact Dave Vautin. Thank you for your participation.

Sincerely,

Alix A. Bockelman

Deputy Executive Director, Policy

AB: AN

/Horizon and Plan Bay Area 2050/Investment Strategy/Request for Regionally-Significant Projects/CoverLetter_February'19.docx Attachment

Request for Regionally-Significant Projects Guidance



Request for Regionally-Significant Projects

The Metropolitan Transportation Commission (MTC) requests the assistance of each of the nine Bay Area county transportation agencies (CTAs) and multi-county project sponsors (e.g., Caltrans, BART, Caltrain) to submit locally-identified, regionally-significant project proposals for consideration into Plan Bay Area 2050, the Bay Area's Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS).

Overview

CTAs and multi-county project sponsors were fundamental to the development of previous iterations of Plan Bay Area by reflecting local visions and priorities for consideration into the RTP/SCS, and they will be fundamental to the development of Plan Bay Area 2050. MTC expects CTAs and multi-county project sponsors to coordinate and lead the **Request for Regionally-Significant Projects** for their respective county or system. This includes the review and update of project assumptions and the identification of new project proposals.

Context

As the Bay Area's MPO, MTC is required by federal and state regulations to prepare a fiscally-constrained, long-range transportation plan ("Plan" or "Plan Bay Area 2050"). The Plan is prepared in accordance with the California Transportation Commission's RTP guidelines. Among many things, the Plan identifies needs, sets priorities, and includes a fiscally constrained list of short-, medium-, and long-range projects and programs.

MTC characterizes Plan projects into two investment categories, 1) group listings of exempt projects (i.e., programmatic categories) and 2) non-exempt, capacity-increasing projects (i.e., regionally-significant projects). Generally, regionally-significant projects are those that add capacity to the region's network of freeways, expressways, and highways or to the region's network of fixed guideway transit facilities (e.g., rail, ferry, BRT).

In order to meet federal and state air-quality planning requirements, MTC gathers locally-identified, regionally-significant project proposals for consideration into the adopted Plan. Regionally-significant projects represent a small share of the Bay Area's regional investment strategy; however, their submittal is vital for the development of the Plan and its technical analyses.

The submitted projects are subject to several technical analyses. MTC will assess the costliest projects to estimate their societal benefits to inform project prioritization and the development of Plan Bay Area 2050's investment strategy. Prior to the Plan's adoption, MTC will collectively assess the prioritized projects to estimate their potential environmental impacts.

Plan Bay Area 2050 Development Process

This **Request for Regionally-Significant Projects** is the third step of a multi-step effort to identify regionally-significant project proposals for consideration into Plan Bay Area 2050, see **Figure 1**.



Step 1 (Summer 2018)

 Review and update Plan Bay Area 2040's regionallysignificant project assumptions

Step 2 (Summer 2018)

 Request for Transformative Project proposals

Step 3 (Spring 2019)

 Request for Regionally-Significant Project proposals

Step 4 (Fall 2019)

 Develop fiscally constrained project list

Figure 1. Plan Bay Area 2050 Development Process

Steps 1 and 2 occurred in Summer 2018. During Step 1, CTAs and multicounty project sponsors were asked to update project assumptions (e.g., scope, cost, schedule) of the costliest regionally-significant projects included in Plan Bay Area 2040 (2017). In Step 2, the region was challenged to submit project proposals that could 'transform' the region through an open Request for Transformative Projects. The open request focused on regionally-significant projects that were estimated to cost more than \$1 billion and were not submitted for consideration in Plan Bay Area 2040.

This Request for Regionally-Significant Projects is Step 3 in the process.

Step 4 is anticipated to begin in Fall of 2019 to inform the development of Plan Bay Area 2050's fiscally constrained investment strategy. Steps 1-3 will inform Step 4, as will the results from Plan Bay Area 2050's project performance assessment, needs assessments, and forecast of reasonably expected transportation revenues. This final step will ask each CTA and multicounty project sponsor to identify a fiscally constrained list of both regionally-significant projects and programmatic category investments.

Simultaneously, MTC will prepare Needs Assessments for Plan Bay Area 2050 to estimate the revenues and needs to operate and maintain the region's existing network of streets, bridges, and highways, and the region's transit systems.

The needs estimates will be complete in Fall 2019. For assessments related to transportation, staff will coordinate with county transportation agencies (CTAs), transit agencies, and local jurisdictions as needed.

Relation to Countywide Transportation Plans

The region's countywide transportation plans represent robust local transportation planning efforts in the Bay Area. The plans, while voluntary, establish a county's long-range transportation vision, goals and priorities. Countywide transportation plans have an inter-dependent relationship with the RTP/SCS and provide a primary basis for projects considered into the adopted Plan. To facilitate this inter-dependent relationship, MTC prepares guidelines for counties who choose to prepare a countywide transportation plan, see Figure 2, below. Among many things, MTC's guidelines encourage proactive coordination and outreach while developing the countywide transportation plans.

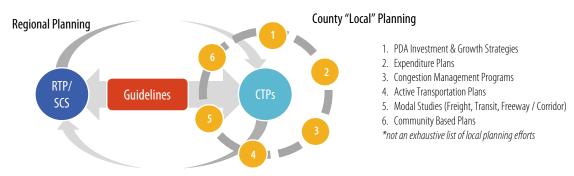


Figure 2. Regional and County Planning Inter-dependency



Guidance

Definitions

- **Exempt project** means a transportation project exempt from regional transportation-air quality conformity requirements (CFR 40 §93.126-128) and/or projects with categorical exclusions or documented categorical exclusions from NEPA approvals by the FHWA or FTA (CFR 23 §771.117-8).
- **Principal Arterial System** includes Interstates, Other Freeway or Expressways, and Other Principal Arterials. See Caltrans' web map¹ for a map of the regional network.
- **Fixed Guideway** includes any public transportation facility which utilizes and occupies a designated right-of-way or rails including rapid rail, light rail, commuter rail, bus rapid transit, busways, automated guideway transit, people movers, and ferries.

Regionally-significant project means a transportation project (other than an exempt project) that is adding capacity to a facility which serves regional transportation needs including at a minimum the principal arterial system and all fixed guideway transit facilities.

In the context of Plan Bay Area 2050, a project proposal will be deemed regionally-significant if it meets any of the following:

- Expands or extends the principal arterial system (length must be greater than ¼ mile)
- Expands or extends a roadway to become part of the principal arterial system (length must be greater than ¼ mile)
- Reduces the number of lanes (e.g., road diet) of the principal arterial system (length must be greater than ¼ mile)
- Adds new or expands access to the principal arterial system (e.g., new interchanges or interchange modifications that add capacity)
- Extends or expands the fixed guideway transit infrastructure
- o Adds new or expands transit stations or terminals, including parking facilities
- o Expands transit fleets or service levels (e.g., increased frequency, hours of operation)
- Alters the cost for users of the transportation system (e.g., cordon pricing, tolling, transit fares).
- o Total estimated cost (capital + operating and maintenance) is greater than \$250 million
- **Programmatic investment** means a collection of like transportation projects (other than regionally-significant projects) identified by a single listing in the Plan, often grouped by purpose and geography (e.g. pavement preservation, bicycle/pedestrian facilities, intersection improvements). Projects that increase capacity of the transportation system but fail to meet the regionally-significant criteria listed above will be considered programmatic investments (e.g., minor highway improvements, widening of local streets). See **Attachment B** for an inventory of programmatic category project types.

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https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=026e830c914c495797c969a3e5668538



1. Project Lists

This **Request for Regionally-Significant Projects** builds upon the Bay Area's adopted Plan and Transportation Improvement Program, and Horizon's Request for Transformative Projects (Steps 1 and 2, of the Plan Bay Area 2050 Development Process). As such, MTC staff will provide each CTA and multi-county project sponsor a list of known regionally-significant projects in their respective county or on their respective system.

- CTAs and multi-county project sponsors should review and update the assumptions of known regionally-significant projects and identify new regionally-significant project proposals.
- CTAs and multi-county project sponsors are encouraged to submit regionally-significant projects derived from an adopted plan, corridor study, or project study report (e.g., RTP/SCS, countywide transportation plan, community-based transportation plans, regional bicycle plan, climate action plans) and which meet one or more of the general criteria listed below:
 - Will open for operation after 2021 and by year 2050;
 - Will seek federal, state, or regional funding;
 - Will require federal or state action (e.g., project-level conformity, NEPA, CEQA);
 - o Supports Horizon's Guiding Principles (see Attachment C); or,
 - Supports the region's sustainable communities strategy (SCS).
- CTAs and multi-county project sponsors should develop and submit project cost estimates using a
 reasonable basis. Cost estimates should include both capital and operating and maintenance
 (O&M) costs through 2050. Cost estimates should be submitted in year-of-expenditure (YOE) dollars. If project cost estimates are in current dollars, a 3% annual inflation rate should be used to escalate project costs to YOE.

2. County Targets

As required by federal and state planning regulations, Plan Bay Area 2050 will be a fiscally constrained plan. This means the proposed transportation project costs cannot exceed the reasonably expected transportation revenues forecasted over the planning horizon. Plan Bay Area's forecast of reasonably expected transportation revenues will not be finalized until Fall 2019; however, county targets have been developed for the purpose of this **Request for Regionally-Significant Projects**. This means that CTAs and multi-county sponsors will need to work with MTC following the release of the revenue forecast to fiscally constrain and remove projects from their list of regionally-significant project proposals.

- CTAs should submit regionally-significant projects with a collective total cost (capital + O&M) equal to or less than the county target of transportation revenues in Table 1.
 - CTAs should take the lead on submitting all localized regionally-significant projects (e.g., freeway interchanges, corridor improvements, transit stations, bus rapid transit corridors) regardless of whether the project has a multi-county sponsor (e.g., Caltrans, BART, Caltrain).
 - CTAs should account for the costs of the costliest regionally-significant projects included in PBA 2040 that are subject to Horizon/PBA 2050's project performance assessment. The list of projects is included in Attachment D, Part A.



- CTAs do not need to account for the costs of regionally-significant projects identified during Horizon's Request for Transformative Projects within their county target. The list of projects in included in Attachment D, Part B.
- Multi-county project sponsors (e.g., Caltrans, ACE (SJRRC), AC Transit, BART, Caltrain (PCJPB), Capitol Corridor (CCJPA), GGBHTD, SMART, WETA), should take the lead on coordinating the submittal of localized projects (e.g., freeway interchanges, corridor improvements, transit stations, bus rapid transit corridors) with the respective CTA and should coordinate the submittal of multi-county or systems projects with MTC.

Table 1. County Targets (in millions of Year-of-Expenditure \$)

| Column A | Column B | Column C | Column D | Column E | Column F |
|---------------|---------------------|---------------------|-------------|---------------------|---------------------|
| County | PBA 2040 | PBA 2040 | D.O.F. 2018 | PBA 2050 | PBA 2050 |
| - | Regionally-Signifi- | Regionally-Signifi- | Population | Regionally-Signifi- | Regionally-Signifi- |
| | cant Project Costs | cant Cost Share | Share | cant Cost Share | cant Project Cost |
| | | | | | Targets |
| Alameda | \$5,928 | 16% | 21% | 18% | \$10,524 |
| Contra Costa | \$2,179 | 6% | 15% | 10% | \$5,844 |
| Marin | \$277 | 1% | 3% | 2% | \$1,174 |
| Napa | \$128 | < 1% | 2% | 1% | \$615 |
| San Francisco | \$10,382 | 27% | 11% | 19% | \$11,015 |
| San Mateo | \$2,323 | 6% | 10% | 8% | \$4,578 |
| Santa Clara | \$14,712 | 39% | 25% | 32% | \$18,191 |
| Solano | \$1,076 | 3% | 6% | 4% | \$2,419 |
| Sonoma | \$1,053 | 3% | 7% | 5% | \$2,641 |
| Total | \$38,058 | 100% | 100% | 100% | \$57,000 |

notes:

- 1. The PBA 2050 county target for regionally-significant projects (non-exempt/capacity-increasing) of \$57 billion represents a 50% increase over the PBA 2040 county project costs of \$38 billion. The 50% increase represents an estimated "top of range" and allows for a longer-plan period (30 vs 24 years), a higher inflation rate (3% vs. 2.2%), and additional fund sources that were not included in PBA 2040. It is not expected that PBA 2050 will have 50% more revenue than PBA 2040.
- 2. To develop the county targets, staff calculated a hybrid from the cost shares of county-sponsored regionally-significant projects in PBA 2040 (Column C), and county population shares (column D) relative to the rest of the region. The hybrid shares weighted the cost share and population share equally. The resulting target shares are shown in Column E.

3. Coordination, Outreach, & Public Comment

Federal and state planning regulations require that the Plan be developed through an inclusive process. Project development and the progression from an idea to implementation or construction includes numerous robust coordination, outreach, and public comment opportunities. One such opportunity is the development of countywide transportation plans. MTC's countywide transportation plan guidelines encourage proactive coordination and public engagement efforts to provide opportunities for stakeholders and the public to weigh in on local projects and priorities.

• CTAs and multi-county project sponsors should work closely with local jurisdictions and transit agencies within their respective county, as well as with MTC, Caltrans, other stakeholders, and other



CTAs where appropriate, to review and update regionally-significant project assumptions and identify new project proposals. CTAs and multi-county project sponsors should communicate the significance of a project's inclusion into the Plan.

- CTAs and multi-county project sponsors should hold at least one public meeting to provide an opportunity for public comment on the list of regionally-significant projects that will be submitted for consideration into Plan Bay Area 2050. CTAs and multi-county project sponsors should be pro-active in notifying stakeholders and the public including traditionally underrepresented and/or disadvantaged communities on the opportunity(s) for comment. The meeting(s) should:
 - o Inform stakeholders and the public about the opportunity(s) for public comment on projects and when decisions are to be made;
 - Be held at times that are conducive to public participation to solicit public comment on the projects;
 - Be promoted to the public and noticed on the CTA's agency's website. CTA staff are encouraged to provide MTC with a link so the information can also be available on the website PlanBayArea.org;
 - Include information on how to request language translation for individuals with limited English proficiency. If CTA agency protocol has not been established, please refer to MTC's Plan for Assisting Limited English Proficient Populations;
 - o Provide accommodations for people with disabilities; and,
 - Be held in central locations that are accessible for people with disabilities and by public transit.
- CTAs and multi-county project sponsors may leverage current or past coordination and public engagement efforts that involved the identification and/or prioritization of regionally-significant projects. However, CTAs and multi-county project sponsors should still hold at least one public meeting to provide an opportunity for public comment on the list of regionally-significant projects that will be submitted to MTC for consideration into Plan Bay Area 2050.
- CTAs and multi-county project sponsors should conduct an outreach effort(s) in a manner consistent with Title VI of the Civil Rights Act of 1964 as described in MTC's Public Participation Plan² (MTC Resolution No. 4174, revised).
- CTAs and multi-county project sponsors should document their outreach effort(s). Documentation should describe how stakeholders and the public including traditionally underrepresented and/or disadvantaged communities were involved in the process for identifying regionally-significant projects for consideration into Plan Bay Area 2050. Documentation should include how the public meeting(s) was held in a manner consistent with Title VI of the Civil Rights Act of 1964.

4. Submittal Process

• CTAs and multi-county project sponsors should submit to MTC:

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² https://www.planbayarea.org/sites/default/files/pdfs_referenced/2018_ppp_appendix_a_final_june2018.pdf



- Completed list of regionally-significant project and their assumptions for consideration into Plan Bay Area 2050 prior to MTC's June 30, 2019, deadline.
- Board resolution authorizing the submittal of the list of regionally-significant projects for consideration into Plan Bay Area 2050 by July 31, 2019.
- Documentation that a public meeting was held allowing the public to comment on the list of regionally-significant projects and how the public meeting was conducted in compliance with Title VI of the Civil Rights Act of 1964 by July 31, 2019.
- o Documentation of how stakeholders and the public including traditionally underrepresented and/or disadvantaged communities were involved in the process by July 31, 2019.

Attachments

- Attachment A- Follow a Transportation Project From Idea to Implementation
- Attachment B- Draft Programmatic Categories
- Attachment C- Horizon's Guiding Principles
- Attachment D- Draft Project Performance Projects

Attachment A - Follow a Transportation Project From Idea to Implementation³

New Project Ideas and Local Review

MTC's Long-Term Regional Transportation Plan

MTC's Project Selection Process

Construction/ Implementation

Idea

An idea for a project starts when a transportation need is identified, and a new idea is put forward. The idea can surface in any number of ways — from you, a private business, a community group or a government agency.

Local Review

The project idea must be adopted by a formal sponsor — usually a public agency — that may refine the initial idea and develop details for the project. To move forward, the project must be approved by local authorities such as a city council, county board of supervisors or transit agency.

To be eligible for certain regional, state and federal funds, projects must be cleared through the county congestion management agency (CMA) and become part of the Regional Transportation Plan.

The Regional Transportation Plan (RTP)/ Sustainable Communities Strategy (SCS)

Every four years MTC updates the Regional Transportation Plan (RTP), looking forward two to three decades. The plan identifies policies, programs and transportation investments to support the long-term vision for the Bay Area.

The RTP also must identify anticipated funding sources. The RTP can include only those projects and programs that can be funded with revenues reasonably expected to be available during the plan's timeframe. Projects identified in the RTP are generally drawn from the planning efforts of MTC, Association of Bay Area Governments (ABAG), county congestion management agencies, transit agencies and local governments.

State legislation now requires that regional transportation plans incorporate a Sustainable Communities Strategy (SCS) — provisions for reducing greenhouse gas emissions from cars and light trucks by integrating transportation, housing and land use planning.

Once long-term goals, policies and funding initiatives have been set in the RTP, MTC develops program criteria and funds specific projects.

Project Selection Process

Funding Levels Established for RTP Programs/Initiatives: Guided by the RTP and short-term revenue estimates, MTC decides how much funding to apply to programs over a two-to-four-year period at a time.

Project Selection Criteria Developed: For competitive programs under its control, MTC is guided by the RTP and develops and adopts minimum project requirements and criteria to evaluate and prioritize projects.

Project Selection: Depending on the program, projects may be selected using MTC's criteria or by the county congestion management agency, the California Transportation Commission or a transit agency board. Some funding programs are non-competitive, meaning projects are funded according to a pre-determined formula or voterenacted initiative.

The Transportation Improvement Program (TIP)

The production of the Transportation Improvement Program or TIP is the culmination of MTC's transportation planning and project selection process. The TIP identifies specific near-term projects over a four-year period to move the region toward its transportation vision.

The TIP lists all surface transportation projects for which federal funds or actions by federal agencies are anticipated, along with some of the larger locally and state-funded projects. A project cannot receive federal funds or receive other critical federal project approvals unless it is in the TIP. MTC must update the TIP at least once every four years. It is revised several times a year to add, delete or modify projects.

Environmental Review and Project Development Activities

The project sponsor conducts an environmental review, as required by either the California Environmental Quality Act (CEQA) or the National Environmental Policy Act (NEPA). Final approval of the project design and right-of-way is reguired by the sponsoring agency and appropriate federal agency (Federal Highway Administration or Federal Transit Administration) if federal funds and/or actions are involved Funding is fully committed by grant approval once the project meets all requirements and moves forward to phases such as preliminary engineering, final design, right-of-way acquisition, or construction.

How You Can Make a Difference

Get involved in your community!

- Follow the work of your city council, county board of supervisors or local transit agency.
- Take notice of plans or improvement programs developed by your city, county or transit agency.
- Comment on projects proposed by your county CMA or on transportation improvements submitted to MTC for regional, state or federal funding.

The Regional Transportation Plan is the earliest and best opportunity within the MTC process to comment on and influence projects. A project cannot move forward or receive any federal funds unless it is included in the RTP. MTC support of large projects occurs in the long-range plan and not as part of the TIP.

- Attend public meetings or open houses to learn about plans and offer your comments
- Participate in online surveys or forums

Get involved in planning for the whole Bay Area at MTC!

- Comment at MTC committee level and Commission-level meetings, special public hearings and workshops.
- Follow the work of MTC's Policy Advisory Council which advises the Commission (www.mtc.ca.gov/whats-happening).
- Check MTC's website for committee agendas and to keep current on activities (www.mtc.ca.gov).
- Get your name added to MTC's database to receive e-mail updates (info@bayareametro.gov).

Comment on a project's impacts

 Comment on the environmental impacts of the project before the environmental document and project receive final approval by the board of the sponsoring agency, or in advance of federal approval, if required.

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³ Source: A Guide to the San Francisco Bay Area's Transportation Improvement Program, or TIP — 2019 TIP Update — September 2018

Attachment B – Draft Programmatic Categories

The proposed programmatic categories and example project types are listed below:

| Category | Systems | Project Types |
|-------------------------------|--|--|
| Minor Highway | State Highway | • minor highway extension or new lane (less than ¼ mile); |
| Improvements | | • interchange modification (no additional capacity) |
| Minor Roadway Improvements | • Local Road | • minor local road extension or new lane (less than ¼ mile) |
| Minor Transit | Public Transit | minor/routine expansions to fleet and service; |
| Improvements | • I ublic Hallsit | purchase of ferry vessels (that can be accommodated by existing facilities or new CE facilities); |
| improvements | | • construction of small passenger shelters and information kiosks; |
| | | • small-scale/CE bus terminals and transfer points; |
| | | public transit-human services projects and programs (including many Lifeline Transportation Program projects); |
| | | • ADA compliance; |
| | | • noise mitigation; |
| | | • landscaping; |
| | | associated transit improvements (including bike/pedestrian access improvements); |
| | | alternative fuel vehicles and facilities |
| Minor Freight | Freight | • construction of new, or improvements to existing, rest areas and truck weigh stations; |
| Improvements | | • improvements to existing freight terminals (not expansion) |
| New Bicycle & | Local Road | new and extended bike and pedestrian facilities |
| Pedestrian | State Highway | |
| Facilities Preservation/ | • Local Road | pavement resurfacing and/or rehabilitation; |
| Rehabilitation | Local RoadState Highway | bike/pedestrian facilities rehabilitation; |
| nenabilitation | Public Transit | • non-pavement rehabilitation; |
| | Tollway | preventive maintenance; |
| | • Freight | emergency repair; |
| | reight | bridge rehabilitation, replacement or retrofit with no new capacity; |
| | | • transit vehicle rehabilitation or replacement; |
| | | reconstruction or renovation of transit buildings and structures; |
| | | rehabilitation or reconstruction of track structures, track, and trackbed in existing rights-of-way; |
| | | • construction of new bus or rail storage/maintenance facilities (in industrial locations with adequate transportation capacity); |
| | | • modernization or minor expansions of transit structures and facilities outside existing right-of-way, such as bridges, stations, or rail |
| | | yards; |
| | | purchase of office and shop and operating equipment for existing facilities; |
| | | • purchase of operating equipment for vehicles, such as farebox, lifts, radios; |
| | | purchase of support vehicles; toll bridge rehabilitation, replacement, or retrofit with no new capacity; |
| | | freight track and terminal rehabilitation |
| Routine | • Local Road | routine patching and pothole repair; |
| Operations & | State Highway | litter control, sweeping and cleaning; |
| Maintenance | Public Transit | • signal operations; |
| | Tollway | • communications; |
| | , | • lighting; |
| | | • transit operations and fare collection; |
| | | transit preventive maintenance; |
| | | • toll operations & fare collection |
| Management | Local Road | • incident management; |
| Systems | State Highway | • signal coordination; |
| | Public Transit | • ITS; |
| | Tollway | • TOS/CMS; |

| | | • ramp metaring: |
|-------------------|------------------------------------|---|
| | | • ramp metering; |
| | | transit management systems; |
| | | automatic passenger counters; CAD AND |
| | | • CAD-AVL; |
| | | • fare media; |
| | | • Transit Sustainability Project; |
| | | • construction or renovation of power, signal, and communications systems; |
| | | • toll management systems; |
| | | • toll media |
| Safety & Security | Local Road | railroad/highway crossings and warning devices; |
| | State Highway | hazardous location or feature; |
| | Public Transit | shoulder improvements; sight distance; |
| | Freight | Highway Safety Improvement Program implementation; |
| | | Safe Routes to Schools projects and programs; |
| | | • traffic control devices other than signalization; |
| | | • guardrails, median barriers, crash cushions; pavement marking; |
| | | • fencing; |
| | | • skid treatments; |
| | | lighting improvements; |
| | | widening narrow pavements with no added capacity; |
| | | changes in vertical and horizontal alignment; |
| | | transit safety and communications and surveillance systems; |
| | | rail sight distance and realignments for safety; |
| | | safety roadside rest areas; |
| | | truck climbing lanes outside urban area; |
| | | emergency truck pullovers |
| Travel Demand | • Local Road | car and bike share; |
| Management | State Highway | alternative fuel vehicles and facilities; |
| Management | Other | parking programs; |
| | • Other | carpool/vanpool, ridesharing activities; |
| | | • information, marketing and outreach; |
| | | traveler information |
| Interrestion | - II DI | |
| Intersection | Local Road | • intersection channelization; |
| Improvements | 1 10 1 | • intersection signalization at individual intersections |
| Multimodal | Local Road | minor bicycle and/or pedestrian facility gap closure; |
| Streetscape | | ADA compliance; |
| Improvements | | • landscaping; |
| | | • lighting; |
| | | • streetscape improvements; |
| | | • minor road diet (less than ¼ mile) |
| Land Use | Other | land conservation projects; |
| | | TOD housing projects |
| Planning | • Other | planning and research that does not lead directly to construction |
| Emission | • Other | |
| Reduction | | |
| | | |

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Attachment C - Horizon's Guiding Principles

MTC received over 10,000 unique comments from residents across the Bay Area in 2018 when we asked, "What are the most pressing issues we should consider as we plan for life in 2050?" This feedback helped MTC refine the five Guiding Principles, below, that underlie the Horizon initiative:

- **Affordable**: All Bay Area residents and workers have sufficient housing options they can afford—households are economically secure.
- **Connected**: An expanded, well-functioning transportation system connects the Bay Area—fast, frequent and efficient intercity trips are complemented by a suite of local transportation options, connecting communities and creating a cohesive region.
- **Diverse**: Bay Area residents support an inclusive region where people from all backgrounds, abilities and ages can remain in place—with access to the region's assets and resources.
- **Healthy**: The region's natural resources, open space, clean water and clean air are conserved—the region actively reduces its environmental footprint and protects residents from environmental impacts.
- **Vibrant**: The Bay Area is an innovation leader, creating quality job opportunities for all and ample fiscal resources for communities.

Attachment D – Project Performance Projects

Part A. Uncommitted Major Projects from Plan Bay Area 2040 (>\$250 million)

| Туре | # | Project Name |
|-------------------------|----|--|
| Local & Express Bus | 1 | AC Transit Local Service Frequency Increase |
| | 2 | Sonoma Countywide Service Frequency Increase |
| | 3 | Muni Forward + Service Frequency Increase |
| Bus Rapid Transit (BRT) | 4 | San Pablo BRT |
| | 5 | Geary BRT (Phase 2) |
| | 6 | El Camino Real BRT |
| BART | 7 | BART Core Capacity |
| | 8 | BART DMU to Brentwood |
| | 9 | BART to Silicon Valley (Phase 2) |
| Commuter Rail | 10 | Caltrain Downtown Extension |
| | 11 | Caltrain Full Electrification and Blended System ¹ |
| | 12 | SMART to Cloverdale |
| Light Rail (LRT) | 13 | Downtown San Jose LRT Subway |
| | 14 | San Jose Airport People Mover |
| | 15 | Vasona LRT (Phase 2) |
| | 16 | Eastridge LRT |
| Ferry | 17 | WETA Service Frequency Increase |
| | 18 | WETA Ferry Network Expansion (Berkeley, Alameda Point, Redwood City, Mission Bay) |
| Pricing | 19 | Regional Express Lanes (MTC + VTA + ACTC + US-101) |
| | 20 | SR-152 Realignment and Tolling |
| | 21 | Downtown San Francisco Congestion Pricing |
| | 22 | Treasure Island Congestion Pricing |
| Freeways & Interchanges | 23 | I-680/SR-4 Interchange + Widening (Phases 3-5) |
| | 24 | SR-4 Operational Improvements |
| | 25 | SR-4 Widening (Brentwood to Discovery Bay) |
| | 26 | SR-239 Widening |
| | 27 | I-80/I-680/SR-12 Interchange + Widening (Phases 2B-7) |
| Other | 28 | Bay Bridge West Span Bike Path |
| | 29 | Bay Area Forward (Phase 1) |
| | 30 | Better Market Street |

¹ High-Speed Rail service will be evaluated as part of the blended system only in one of the three Futures, and substituted with increased Caltrain service in the other two Futures

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Part B-1. Transformative Projects from Public Agencies (>\$1 billion)

| Туре | # | Project Name | |
|------------------------------|----|--|---|
| Local, Express Bus & BRT | 31 | AC Transit Transbay Service Frequency Increase | |
| | 32 | AC Transit Rapid Network | |
| | 33 | Alameda County BRT Network + Connected Vehicle Corridors ² | * |
| BART | 34 | BART on I-680 | * |
| | 35 | BART to Cupertino | * |
| | 36 | BART to Gilroy | |
| | 37 | BART Gap Closure (Millbrae to Silicon Valley) | * |
| Commuter Rail | 38 | Caltrain Full Electrification and Enhanced Blended System ¹ | |
| | 39 | Caltrain Grade Separation Program | |
| | 40 | SMART to Solano | |
| | 41 | Dumbarton Rail (Redwood City to Union City) | * |
| | 42 | ACE Rail Network and Service Expansion (including Dumbarton Rail) | |
| | 43 | Valley Link (Dublin to San Joaquin Valley) | |
| | 44 | Megaregional Rail Network + Resilience Project ² | * |
| Light Rail (LRT) | 45 | Muni Metro Southwest Subway | * |
| | 46 | Muni Metro to South San Francisco | * |
| | 47 | Fremont-Newark LRT | |
| | 48 | SR-85 LRT | |
| | 49 | VTA North San Jose LRT Subway | |
| | 50 | VTA LRT Systemwide Grade Separation | |
| | 51 | VTA LRT Systemwide Grade Separation and Full Automation | |
| | 52 | VTA LRT Systemwide Grade Separation and Network Expansion ² | * |
| Freeway Capacity Expansion / | 53 | SR-37 Widening + Resilience + Express Bus Project ² | * |
| Optimization | 54 | SR-12 Widening | |
| | 55 | I-80 Busway + BART to Hercules ² | |
| | 56 | I-680 Corridor Improvements (BRT, Express Bus Shared AVs, Gondolas) ² | * |
| | 57 | I-580/I-680 Corridor Enhancements + Express Bus on I-680 ² | * |
| | 58 | San Francisco Freeway GP-to-HOT Lane Conversions | * |
| Bridges & Tunnels | 59 | Richmond–San Rafael Bridge Replacement | |
| | 60 | Webster/Posey Tube Replacements | |
| | 61 | SR-87 Tunnel | |
| Other | 62 | Oakland/Alameda Gondola Network | |
| | 63 | Contra Costa Autonomous Shuttle Program | * |
| | 64 | Mountain View Autonomous Vehicle Network | * |
| | 65 | Cupertino-Mountain View-San Jose Elevated Maglev Rail Loop | * |

^{*} Submitted by member of public/NGO as well (either partially or fully)

² Individual components of network proposals may be required to undergo further project-level analysis for inclusion in the Plan

Part B-2. Transformative Projects from Individual/NGOs (>\$1 billion)

| Туре | # | Project Name | |
|---|----|---|----|
| Jury Selected | 66 | Optimized Express Lane Network + Regional Express Bus Network | |
| Individual components of naturally proposals may | 67 | Bus Rapid Transit (BRT) on All Bridges | |
| Individual components of network proposals may be required to undergo further project-level anal- | 68 | SMART to Richmond via New Richmond-San Rafael Bridge | |
| ysis for consideration in Plan Bay Area 2050. | 69 | I-80 Corridor Overhaul | |
| | 70 | Regional Bicycle Superhighway Network | ** |
| | 71 | Bay Trail Completion | ** |

^{**} While recognized by the jury as transformative transportation investments, this project may not go through benefit-cost analysis/project performance as it is considered non-capacity-increasing under federal guidelines.

Part B-3. Transformative Operational Strategies

| Туре | # | Project Name |
|---------------|----|--|
| Jury Selected | 72 | Integrated Transit Fare System |
| | 73 | Free Transit |
| | 74 | Higher-Occupancy HOV Lanes |
| | 75 | Demand-Based Tolls on All Highways |
| | 76 | Reversible Lanes on Congested Bridges and Freeways |
| | 77 | Freight Delivery Timing Regulation |

Part B-4. Transformative Transbay Crossing Projects

| Туре | # | Project Name |
|-----------|----|-------------------------|
| Crossings | 78 | Bay Crossing Concept #1 |
| | 79 | Bay Crossing Concept #2 |
| | 80 | Bay Crossing Concept #3 |
| | 81 | Bay Crossing Concept #4 |
| | 82 | Bay Crossing Concept #5 |
| | 83 | Bay Crossing Concept #6 |

Part B-5. Transformative Resilience Projects

| Туре | # | Project Name |
|----------------|----|--|
| Earthquakes | 84 | BART Caldecott Tunnel Resilience Project |
| Sea Level Rise | 85 | I-580/US-101 Marin Resilience Project |
| | 86 | US-101 Peninsula Resilience Project |
| | 87 | SR-237 Resilience Project |
| | 88 | Dumbarton Bridge Resilience Project |
| | 89 | I-880 Resilience Project |
| | 90 | VTA LRT Resilience Project |

| | ATTACHMENT Sonoma-Ma | ATTACHMENT A – Additional Information Sonoma-Marin Area Rail Transit District May 15, 2019 |
|---|--|--|
| Project Title | Brief Project Description | Project Capital Cost (2019 dollars, millions) |
| Rail Extensions – Windsor to Cloverdale | Reconstruction of the publicly owned SMART and NCRA railroads, including civil, track, bridges, vehicle and maintenance yard capacity expansion, and two stations and PTC systems, from Windsor SMART Station (MP 63) to 22 miles north with stations at City of Healdsburg and City of Cloverdale. Includes improvements to allow for rail freight usage. This project has a certified EIR (2008). | 264.00 |
| Rail Fleet Capacity Expansion | Expand rail vehicle fleet with addition of cars to enable three car trains along the entire corridor. Phase one fleet consists of 7 two-car (A/B) train sets with 2 additional two-car train sets in operation prior to the start of the Larkspur Extension. SMART extensions northward include additional two-car train sets. This project will provide for build out of SMART's revenue fleet with nine "C"/middle cars or the equivalent. | 53.00 |
| Rail Freight Improvements | Improvements along publicly-owned SMART rail right-of-way to accommodate rail freight services and expansions. Programmatic category that could include freight spurs, Positive Train Control/systems and crossing upgrades, track and sidings expansions and bridge improvements. | 40.00 |
| Rail Operations Facility Capacity Expansion | Additional capacity at SMART Operations and Maintenance Facility to handle freight locomotive Positive Train Control maintenance and additional SMART train sets and C cars (3rd cars) to meet overall system capacity. Includes expansion of non-revenue vehicle fleet for systemwide services. | 29.00 |
| Rail – Petaluma Infill Station | Construct a second SMART station in the City of Petaluma including associated amenities. | 11.00 |
| SMART Pathway | Construct the SMART Pathway within or along the SMART rail corridor in Marin and Sonoma Counties. This project has a certified EIR (2008). | 62.60 |
| Stations Capital Enhancements | Programmatic project at or around SMART stations (\$8 million per station). Projects at each station vary, may have multiple project sponsors and include, but are not limited to, station furniture additions, enhanced ADA-related accessibility features, landscaping enhancements, wayfinding, bicycle parking/sharing, real time transit signage, intermodal improvements, security enhancements and other capital improvements for programs such as car sharing. | 120.00 |
| Stations Local Transit Service Enhancements | Programmatic project to enhance local transit access to from SMART Stations in partnership with bus operators. Multiple project sponsors and operators possible. \$24 million operating revenue request. | |



BOARD OF DIRECTORS REGULAR MEETING MINUTES

September 16, 2015 - 1:30 PM

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

1. Call to Order

Chair Arnold called the meeting to order at 1:30 PM. Directors Eddie, Fudge, Kellner, Mackenzie, Moulton-Peters, Pahre, Phillips, Russell and Zane were present. Directors Rabbitt and Sears absent.

2. Approval of the August 19, 2015 Board Meeting Minutes

MOTION: Director Pahre moved approval of August 19, 2015 minutes as presented. Director Kellner second. The motion carries 9-0-2-1 (Directors Rabbitt and Sears absent; Director Moulton-Peters abstain).

3. Public Comment on Non-Agenda Items

None

4. Board Member Announcements

Director Kellner stated that the Novato City Council will be considering another station in Downtown Novato at a future Council meeting.

Director Pahre stated that she is very impressed how people unite during a disaster as with the recent fire in Lake County. She urged Board members to discuss their experiences with regard to the Lake County fire disaster.

Director Eddie stated that the devastation of Middletown due to the fire is huge.

Director Zane stated that many County of Sonoma employees, public health nurses, animal control officers and law enforcement have volunteered during this disaster. The County Administrator, Veronica Ferguson, 4th District Supervisor James Gore and she have briefed Congressman Thompson on the fire devastation. Also, approximately 20 county employees have lost their homes. Her friend's house in Hidden Valley miraculously was saved.

She also mentioned that she will be a guest speaker at the Sonoma County Taxpayers' Association Meeting on September 17th.

5. General Manager's Report

General Manager Farhad Mansourian provided his written report to the Board.

Mr. Mansourian stated that the third train set (#105 and #106) has arrived at the Operations and Maintenance Facility and will be used for testing and training.

The October 7, 2015 SMART Board of Directors meeting has been cancelled. The next regular meeting is scheduled for October 21, 2015. The US Secretary of Transportation is in the area for a conference.

He stated that the US Government Accountability Office announced and informed Congress that most US railroads will not be able to implement Positive Train Control (PTC) technology by the current deadline of December 31st and extending the deadline is necessary.

He stated that the Request for Qualifications (RFQ) for prospective developers for its property located in Downtown Santa Rosa Railroad Square deadline has been extended to October 21st due to additional environmental information.

Congressmen Thompson and Huffman have been very supportive of the Downtown San Rafael-to-Larkspur Extension \$20M Project be included in the Presidents' Budget. The Marin Independent Journal wrote an article on the project.

He introduced Deputy Operations Manager, Duane Sawyer. Duane's 20 year career in rail transit includes working for the San Diego Metropolitan Transit System, San Diego Trolley as a Rail Transportation Supervisor and for METRO in Harris County, Texas as Director of Rail Transportation.

Lastly, he presented a video of the Haystack Bridge Construction.

Directors' Comments

Director Kellner asked if anyone has purchased the old bridge. Mr. Mansourian responded that the old bridge has been advertised on EBay. He stated that on Monday, September 21, the section will be closed for 18 days to fully complete the construction in the area.

Director Mackenzie suggested having a recognition celebration of Haystack Bridge.

Director Eddie asked if the US Coast Guard was happy about the extra width of the new Bridge. Mr. Mansourian responded that the US Coast Guard was the lead agency in this project and they are extremely happy.

Public Comment

Jack Swearengen asked if the Bridge activities are monitored by US Coast Guard regulations.

Patricia Tuttle Brown stated that a recognition celebration in Petaluma would be great.

6. Consent Agenda

- a. Approval of Monthly Financial Reports
- b. Approval of PGH Wong Engineering Amendment No. 5
- c. Approve a Resolution Authorizing Change Order 065 to Contract CV-DB-11-001 with Stacy and Witbeck/Herzog, JV to construct two under-track crossings in the San Antonio Basin Area

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

MOTION: Director Mackenzie moved approval of the Consent Agenda as presented. Director Kellner second. The motion carried 10-0-2 (Directors Rabbitt and Sears absent).

7. SMART District Plan Bay Area 2040 Regional Transportation Plan Applications.

General Manager Mansourian introduced Programming and Grants Manager Joanne Parker who gave an overview of the Bay Area 2040 Regional Transportation Plan Applications process. Every four years the Metropolitan Transportation Commission (MTC) updates the federally required Regional Transportation Plan. MTC requests the assistance of Congestion Management Agencies (CMA) and multi-county transit project sponsors such as SMART with the Project Update and Call for Projects for Plan Bay Area 2040. SMART has been coordinating with the three Congestion Management Agencies: 1) Sonoma County Transportation Authority; 2) Transportation Authority of Marin and 3) Napa County Transportation and Planning Agency.

The primary purpose is for SMART to maintain eligibility for grants. Since the last update of the Regional Transportation Plan 2013, SMART has successfully competed for over \$80M rail grants. The projects proposed for submittal are the following (in alphabetic order):

- Rail Extensions Airport to Cloverdale
 - (including SMART Rail Russian River Bridge Project)
- Rail Extensions San Rafael to Larkspur
 - (will be shown as committed after federal budget adoption)
- Rail Fleet Capacity Expansion
- Rail Freight Improvements
- Rail Operations Capacity Expansion
- Rail Petaluma Infill Station
- SMART Pathway (Phase 1 elements)
- Stations Capital Enhancements
- Stations Local Transit Service Enhancements

Directors' Comments

Director Kellner asked for clarification of the SMART Pathway (Phase 1 elements). Ms. Parker responded that is part of the CEQA-cleared project.

Director Mackenzie is looking forward in receiving comments and would like to be informed if there are any questions/concerns regarding this process.

Director Moulton-Peters asked for clarification on the following proposed items: Rail Fleet Capacity Expansion; Rail Freight Improvements and Rail Operations Capacity Expansion. Ms. Parker responded that the Rail Freight Improvements is programmatic and a placeholder for flexibility to work with freight partners, the Rail Fleet Capacity Expansion is to build out the rest of fleet and the Rail Operations Capacity Expansion will need to expand in the future.

Chair Arnold stated that the Transportation Authority of Marin (TAM) Short Range Transit Plan included full rail service from Larkspur to Cloverdale and to provide access to and from SMART Stations.

Public Comment

Steve Birdlebough stated that he is excited that the Stations Local Transit Service Enhancement is on the proposed list.

Recommendation: Staff recommends your Board accept public comment related to SMART's submittal to the Plan Bay Area 2040 and your Board will be asked to endorse the submittals at your October 21st meeting.

8. Update on Access Overview around Cotati and Marin Civic Center Stations (*Discussion*)

General Manager Farhad Mansourian introduced Senior Planner Linda Meckel who gave an overview of the Cotati and Marin Civic Center Stations' access along SMART's right-of-way.

Access Overview around Cotati Station

Ms. Meckel discussed the following components based on the City of Cotati:

- 1) Who works and lives in Cotati (2,930 in-commuters, 2,897 out-commuters)
- 2) Station Area influences;
- 3) Existing Access to and from Cotati Station;
- 4) Gaps and Potential Solutions.

Director Mackenzie expressed concern that City of Rohnert Park is not included in the survey.

She mentioned that within a 0.5 mile radius of **Cotati Station** the population is approximately 11,846 with 3,412 housing units, 604 jobs and 2 large employers (Graton Resort and Casino and Sonoma State University).

The existing access around **Cotati Station** consists of the following:

Walking (Sidewalk Connectivity);

- Biking (Class 1, 2 and 3);
- Transit Stops and Routes (Sonoma County Transit routes 10 and 44 and approximately 13 bus stops);
- Parking (on-street parking and park-n-ride).

Mr. Mansourian stated that the City of Cotati has constructed a station. SMART has partnered with Sonoma County Transportation Authority and Sonoma County Transit to complete the Cotati Depot.

Directors' Comments

Director Mackenzie suggested including Sonoma Mountain Village in the large employers section of the presentation.

Access Overview around Marin Civic Center Station

Ms. Meckel discussed the following components based on the City of San Rafael:

- 1) Who works and lives in San Rafael (32,669 in-commuters, 18,335 out-commuters)
- 2) Station Area influences;
- 3) Existing Access to and from Marin Civic Center Station;
- 4) Gaps and Potential Solutions.

She mentioned that within a 0.5 mile radius of **Marin Civic Center Station** the population is approximately 8,131 with 17,888 housing units, 4,924 jobs and 2 large employers (County of Marin Civic Center and Autodesk).

The existing access around Marin Civic Center Station consists of the following:

- Walking (Sidewalk Connectivity);
- Biking (Class 1 (existing bay trail), 2 and 3);
- Transit Stops and Routes (Marin Transit has approximately 15 bus stops and Golden Gate has approximately 9 bus stops);
- Parking (821 parking spaces in public surface lots and on-street parking, this was identified in the Station Area Plan)

Director Phillips asked for clarification on the housing units and population within a 3 mile radius have the same number. Ms. Meckel stated she will review and revise chart according to accurate information.

Mr. Mansourian emphasized that SMART receives data from various sources which is typically 1-2 years old. He provided an illustration of the Civic Center Station that is compressed of four major jurisdictions.

He introduced Security Manager Jennifer Welch who gave an overview of SMART's grade crossings. The purpose of the site analysis is to evaluate how kids, bicycles and drivers behaving when approaching grade crossings. SMART has a total of 80 grade crossings and 11 have been evaluated by the team. The team is comprised of staff members from Community Outreach, Systems, Engineering and Safety and Security. In the local jurisdictions SMART reached out to Fire and Police department, School Districts and Community organizations.

Directors' Comments

Director Moulton-Peters thanked the General Manager Mansourian and staff for a very informative presentation.

Director Pahre asked if the presentation will be available on the website. Mr. Mansourian responded yes.

Director Zane stated that the presentations are very helpful and informative. She stated she had the opportunity to give the General Manager Mansourian a tour of businesses around Railroad Square, plus it's very important to get familiar with every station in the jurisdiction and suggested that every Board member do the same.

Greg Bellinger extended an invitation to everyone to visit the nearby local brewery "Lagunitas".

- 9. Next Regular Meeting of October 7, 2015 has been cancelled. The next Board of Directors meeting will be held on October 21, 2015 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
- 10. Adjournment Meeting adjourned at 2:42 PM.

| Respectfully submitted, | |
|---|--|
| Leticia Rosas-Mendoza Clerk of the Board | |
| Approved: | |



BOARD OF DIRECTORS REGULAR MEETING MINUTES

October 21, 2015 - 1:30 PM

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

1. Call to Order

Chair Arnold called the meeting to order at 1:30 PM. Directors Eddie, Fudge, Kellner, Moulton-Peters, Pahre, Phillips, Rabbitt, and Russell were present. Directors Mackenzie and Sears absent; Director Zane arrived later.

2. Approval of the September 16, 2015 Board Meeting Minutes

MOTION: Director Russell moved approval of September 16, 2015 minutes as presented. Director Eddie second. The motion carries 9-0-3-1 (Directors Mackenzie, Sears and Zane absent).

3. Public Comment on Non-Agenda Items

Duane DeWitt stated that he received the Board of Directors packet the day of the meeting--perhaps one day the postal service can be shorter than 5 days. He mentioned that the City of Santa Rosa will be holding a community meeting regarding the Roseland Area/Sebastopol Road Specific Plan on October 21st. He encouraged SMART staff to attend the meeting.

Tim Hansen (Los Robles Mobile Home Park) thanked the Board of Directors and staff for the creation of the SMART train since it's an important transportation system in the region. He mentioned that he submitted a letter to the Board of Directors and he was concerned that it was not addressed on the Agenda.

David Schonberg suggested that the Board of Directors Agenda to have a more appealing content structure that attracts the public and media.

Richard Hall (resident of San Rafael) read Measure Q to the Board of Directors and SMART Staff. He stated that the award of \$11M under the Cap-and-Trade funds was specifically for capacity. Incorrect ridership and capacity figures were used. He urged the Board Members to pay attention and ask questions since their names are on the application.

Jack Swearengen (Friends of SMART) stated that he attended a Transportation workshop in Rohnert Park. The purpose of the workshop was for small transit agencies to stimulate ideas and advocate for effective community transportation. The workshop was very informative and well attended.

John Diamante (Regional North Rail Multi-Use Pathway Information Project) asked if the new Chief of Police is bilingual.

Greg Bellinger mentioned that a recent newspaper article stated that the East Petaluma Station will not be opened when passenger service starts. The Argus Courier mentioned that water levels will rise 10 feet in the next 50 years and asked if SMART had considered this.

Harvey Goldberg distributed documents to each Board member regarding the easement on his property. He stated that he is not happy with SMART's decision to consolidate the crossings.

District Counsel Lyons responded to three of the public comments addressed: 1) With respect to Mr. Goldberg's comments, SMART has mailed a response letter regarding his concerns. Also, SMART has engaged with Mr. Goldberg along with his attorney and Landing Way property owners to prepare for the consolidation of the three crossings near Landing Way into one crossing over the last three years; 2) Legal Counsel and engineering staff reviewed and evaluated Los Robles Mobile Home Park flooding claims and determined that SMART's work in the vicinity of Los Robles was not the cause of the flooding, and historically this area is known to flood. Furthermore it is unfortunate that certain Novato officials have directed Los Robles property owners to contact SMART for a solution, when the fix the problem and the solution should be directed to the uphill property owners, the City of Novato and Flood Control and; 3) Measure Q provides for the funding of items"....supporting these environmentally responsible transportation alternatives in Marin and Sonoma Counties", with respect to the comment regarding SMART's grant application, there was no attempt at subterfuge with regards to capacity vs. ridership in the grant application.

4. Board Member Announcements

Chair Arnold announced that a memorial Bike Ride for Deb Hubsmith will take place on Saturday, October 24th at 10am. Arrive at the Cal Park Tunnel for an 11:00 am dedication.

Director Kellner encouraged General Manager Mansourian and staff to reach out to the community of disabled individuals and groups in Sonoma and Marin Counties prior to starting passenger service. Marin Center for Independent Living is very much interested in looking at ADA compliance around each station.

Director Rabbitt stated that the Dutra agreement has conditions that need to be met prior to a building permit being issued by the County of Sonoma. He asked if SMART prepares a Hydrology report with before-and-after conditions.

Comments

Harvey Goldberg appreciates Director Kellner's suggestion to reach out to the disability community.

5. General Manager's Report

General Manager Farhad Mansourian provided his written report to the Board.

Mr. Mansourian stated that train testing has begun from Atherton to Redwood Sanitary and train testing speed will reach 79 mph by next week. He encouraged everyone to obey all railroad and safety signs since it's an active railroad.

He stated that the Request for Qualifications (RFQ) for Prospective Developers for its property located in Downtown Santa Rosa Railroad Square deadline is today.

He mentioned that Train Set #107 and #108 left the facility in Chicago, IL on route to SMART.

He stated that the Federal Budget path to Congress is very unclear. House and Senate Democrats and the President oppose the House and Senate Republican-approved budget. Each reduced domestic spending while providing increase to defense spending in an off budget account. The President is threatening to veto all bills until negotiations on the budget occur. Senate Democrats are threatening to block passage of all fiscal year 2016 funding bills until those negotiations occur. Until the budget negotiations conclude, actions will not take place on the fiscal year Transportation, Housing and Urban Development bill.

He stated that House and Senate lawmakers have reached a deal to give railroads more time to implement Positive Train Control (PTC) technology; however, the legislative path for extending the deadline remains murky with Senator Boxer standing firm in her opposition to linking the extension to anything other than a long-term transportation bill.

Public Comment

Richard Hall asked why SMART is seeking more funding and not using the quarter-cent sales tax as approved by voters for the SMART project from Cloverdale to Larkspur.

6. Consent Agenda

- a. Approval of Monthly Financial Reports
- b. Approval of John Zanzi Amendment No. 3
- c. Approval of Modification #2 of the Agreement with the County of Marin, Marin County Flood Control District and the Association of Bay Area Government for an amount of \$35,000 to continue to fund a dedicated Staff Position to review State Water Quality Permits for SMART.

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

MOTION: Director Kellner moved approval of the Consent Agenda as presented. Director Fudge second. The motion carried 9-0-3 (Directors Mackenzie, Sears and Zane absent).

7. SMART District Plan Bay Area 2040 Regional Transportation Plan Applications.

Programming and Grants Manager Joanne Parker stated that at your Board's September 16 meeting, an overview of the Regional Transportation Plan update process was provided with a Proposed Project List for submittal by SMART staff to the Metropolitan Transportation Commission as part of the Plan Bay Area 2040. One public comment was received at the Board meeting with specific support for Local Transit Service Enhancement. The second public comment is attached to your board materials.

Once the Plan Area 2040 call for Projects process is complete, Metropolitan Transportation Commission (MTC) and Congestion Management Agencies will look at all anticipated grant funds during the life of the plan and determine which projects will receive those funds. MTC will be conducting a project- and program-level performance evaluation of the Proposed Projects.

The purpose is for SMART to maintain eligibility for grants. Since the last update of the Regional Transportation Plan 2013, SMART has successfully competed for over \$80M in rail grants.

Directors' Comments

Director Moulton-Peters asked if the proposed project list had dollars associated with each item and if Transportation Authority of Marin (TAM) received the list with dollar amounts. Mr. Mansourian responded that a revised list with dollar figures will be provided. Ms. Parker said that TAM did not request submittals directly.

Director Kellner stated that it will be helpful to have a description of the proposed project list with dollar amounts.

MOTION: Director Kellner moved approval of Adopting Resolution Authorizing Endorsement of a Proposed List of Projects to be submitted to MTC for the Update of Plan Bay Area 2040 as presented. Director Phillips second. The motion carried 9-0-3 (Directors Mackenzie, Sears and Zane absent).

Chair Arnold adjourned the Board to closed session at 2:14PM to discuss the following:

8. Closed Session

- a. Conference with legal counsel regarding significant exposure to litigation pursuant to California Government Code Section 54956.9(b)(1); Number of possible cases: 1.
- b. Conference with Labor Negotiators pursuant to California Government Code Section 54957.6

Agency Designated Representative: General Manager Unrepresented Employee(s): All

9. Report out of Closed Session

Chair Arnold reported out of closed session at 3:48 PM on the following:

a. Conference with legal counsel regarding significant exposure to litigation pursuant to California Government Code Section 54956.9(b)(1); Number of possible cases: 1.

Report Out: Nothing to report

b. Conference with Labor Negotiators pursuant to California Government Code Section 54957.6

Agency Designated Representative: General Manager Unrepresented Employee(s): All

Report Out: Nothing to report

- 10. The next Board of Directors meeting will be held on November 4, 2015 1:30 PM 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
- 11. Adjournment Meeting adjourned at 3:50 PM.

Respectfully submitted,

Leticia Rosas-Mendoza Clerk of the Board

| Approved: | | |
|-----------|--|--|
| | | |



Gary Phillips, Chair Transportation Authority of Marin

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

Judy Arnold Marin County Board of Supervisors

Damon ConnollyMarin County Board of Supervisors

Debora Fudge Sonoma County Mayors' and Councilmembers Association

Dan HillmerMarin County Council of Mayors and Councilmembers

Eric LucanTransportation Authority of Marin

Joe Naujokas Sonoma County Mayors' and Councilmembers Association

David RabbittSonoma County Board of Supervisors

Chris RogersSonoma County Mayors' and
Councilmembers Association

Shirlee ZaneSonoma County Board of Supervisors

Farhad Mansourian General Manager

5401 Old Redwood Highway Suite 200 Petaluma, CA 94954 Phone: 707-794-3330 Fax: 707-794-3037 www.sonomamarintrain.org May 15, 2019

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

SUBJECT: Authorize the General Manager to amend Professional Services Contract with WRA, Inc. for the Payran to Southpoint Pathway Project, the Mira Monte Project, and the Windsor Extension Project for professional environmental support services

Dear Board Members:

RECOMMENDATION:

Authorize the General Manage to execute Amendment No. 2 to Professional Service Contract No. EV-PS-18-002 with WRA, Inc. in an amount of \$250,000 for environmental monitoring and training for the Payran to Southpoint pathway construction, ongoing wetlands mitigation establishment at Mira Monte, and permitting assistance for the Windsor Extension Project for a total not-to-exceed amount of \$626,000.

BACKGROUND:

WRA, Inc provides important support for environmental permitting and compliance for the ongoing construction of the SMART system. Amendment No. 2 provides funding for 1) environmental biological monitoring for the Payran to South Point pathway construction; 2) continuing to monitor and report on the Mira Monte March Restoration Project; and 3) permitting support for the Windsor Extension.

We are commencing construction of the Payran to Southpoint bicycle and pedestrian pathway project, including compliance with the project environmental permits. WRA will provide Environmental Sensitivity Training for the construction contractor's staff, biological monitoring and reporting in the riparian areas, and nesting bird surveys prior to work affecting trees.

SMART is continuing to establish and maintain the Mira Monte Marsh Restoration Project that served as the mitigation compensation for the SMART Initial Operating Segment. WRA will provide continued monitoring, oversight, and reporting for the project in compliance with the permitting requirements, including creating the project Annual Report and submittal to regulatory permitting agencies.

In addition, we are advancing the Windsor Extension Project and permit applications are being finalized in the coming weeks. WRA will continue to pursue obtaining the project environmental permits and negotiate the mitigation requirements for the proposed construction.

Staff recommends authorizing the General Manager to execute Contract Amendment No. 2 to Professional Service Contract No. EV-PS-18-002 with WRA, Inc. for environmental monitoring and training for the Payran to Southpoint pathway construction, ongoing wetlands mitigation establishment at Mira Monte, and Windsor Extension Project permitting and environmental assistance for an amount of \$250,000.00 for a total not-to-exceed amount of \$626,000.

FISCAL IMPACT: Funding for this work is included in the proposed Fiscal Year 2019-20 budget.

REVIEWED BY: [X] Finance (X) Counsel

Very truly yours,

Bill Gamlen, P.E. **Chief Engineer**

Attachment(s): WRA, Inc. Contract Amendment No. 2

SECOND AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND WRA, INC.

This Second Amendment dated as of May 15, 2019 (the "Second Amendment") to the Agreement for Contractor Services by and between the Sonoma-Marin Area Rail Transit District ("SMART") and WRA, Inc. ("Contractor"), dated as of July 1, 2018 (the "Original Agreement," and now as amended by the First Amendment, and this Second Amendment, the "Agreement").

RECITALS

WHEREAS, SMART and Contractor entered into the Original Agreement to provide environmental permitting management, technical consulting, construction compliance monitoring, and related support services; and

WHEREAS, SMART previously amended the Agreement to increase the not-to-exceed amount and amend the Scope of Work to include baseline studies necessary for the Windsor Extension Project and the Novato to Suisun Passenger Rail Feasibility Study; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$250,000 for a total not-to-exceed amount of \$626,000 for continued monitoring, permitting, maintenance, and compliance support.

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

AGREEMENT

- 1. "ARTICLE 5. PAYMENT." Article 5 shall be amended as follows:
 - "Section 5.02 Contractor shall be paid on a time and expense basis in accordance with **Exhibit B**; provided, however, that total payments to Contractor shall not exceed \$626,000 without the prior written approval of SMART."
- 2. 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.

Second Amendment WRA, Inc. EV-PS-18-002

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

| | SONOMA-MARIN AREA RAIL TRANSIT DISTRICT |
|--------|--|
| Dated: | By Farhad Mansourian, General Manager |
| | WRA, INC. |
| Dated: | By |
| | Its |
| | APPROVED AS TO FORM: |
| Dated: | By District Counsel |



Gary Phillips, Chair

Transportation Authority of Marin

Barbara Pahre, Vice Chair

Golden Gate Bridge, Highway/Transportation District

Judy Arnold

Marin County Board of Supervisors

Damon Connolly

Marin County Board of Supervisors

Debora Fudge

Sonoma County Mayors' and Councilmembers Association

Dan Hillmer

Marin County Council of Mayors and Councilmembers

Eric Lucan

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Sonoma County Mayors' and Councilmembers Association

David Rabbitt

Sonoma County Board of Supervisors

Chris Rogers

Sonoma County Mayors' and Councilmembers Association

Shirlee Zane

Sonoma County Board of Supervisors

Farhad Mansourian

General Manager

5401 Old Redwood Highway Suite 200

Petaluma, CA 94954 Phone: 707-794-3330

Fax: 707-794-3037 www.sonomamarintrain.org

May 15, 2019

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

SUBJECT: Authorize the General Manager to Award Agreement No. CV-BB-19-001 for Enhanced Pedestrian Safety Improvements to Ghilotti Bros., Inc. in an amount of \$249,280

Dear Board Members:

RECOMMENDATION:

Approve Resolution Number 2019-07 Authorizing the General Manger to execute Agreement No. CV-BB-19-001 to Ghilotti Bros., Inc in an amount of \$249,280.

This contract is to install enhanced pedestrian safety improvements at several existing at-grade pedestrian crossings. The recommended safety improvement will channelize pedestrian routes at crossings to enhance the safety of pedestrians in general and distracted pedestrians in particular.

SUMMARY:

After each critical incident involving the train, SMART's General Manager assembles a task force consisting of public safety, operations and engineering staff to conduct a review of that specific incident. During the most recent review after the death of a pedestrian in Rohnert Park, each public crossing was evaluated for ways to enhance safety at the crossings. As a result of the review, during the September 2018 Board workshop, we provided our findings on pedestrian safety enhancement implementations available for SMART's crossings. While SMART crossings meet all State and Federal safety requirements, these proposed enhancements exceed the standards set forth by the State or Federal Railroad Administration. These safety improvements target distracted pedestrians by creating channelization at crossings which would force the pedestrians to pay attention to their route as they enter the SMART right-of-way at-grade crossings.



These safety measures vary by location and existing conditions but generally consist of short portions of chain link or pipe barriers, and in many locations require widening portions of existing sidewalks to maintain clearances required by the Americans with Disabilities Act. Most of these safety improvements are located outside the SMART right-of-way. The following City and County municipalities were involved in the review process of the proposed improvements: City of Cotati, City of Novato, City of Rohnert Park, City of San Rafael, City of Santa Rosa, County of Sonoma, and the City of Petaluma. SMART thanks the City and County municipalities for their involvement and constructive feedback throughout the process. As a result of the cooperative work, we agreed that SMART's contractor would obtain Encroachment Permits for the installation of the improvements.

A formal Invitation for Bid was issued on March 14, 2019, to procure a contractor to install enhanced pedestrian safety improvements to the entire SMART mainline. SMART advertised the project with local newspapers, such as the Press Democrat and Marin IJ, key regional construction trade journals, SMART's Contracts and Procurement Registrants, and on SMART's Procurement Website. The public Bid Opening was held on April 12, 2019. A single bid was received for this project from Ghilotti Bros., Inc. in an amount of \$507,640.00. Ghilotti Bros., Inc.'s bid was evaluated in accordance with the bid procedures and deemed responsive and responsible.

The single bid amount came in approximately \$260,000 higher than expected compared to the project budget of \$250,000. SMART's safety task force reviewed all the locations and made the priority listing of the location enhancements to fit the available budget. Seventeen out of thirty locations were selected for award and will be considered the first phase of the safety improvement project.

The locations selected for award total \$249,280 and include the following existing crossing locations:

| Caulfield Lane, Petaluma |
|------------------------------------|
| Washington St, Petaluma |
| W. Payran Street, Petaluma |
| South Point Blvd, Petaluma |
| Golf Course Drive, Rohnert Park |
| Hearn Avenue, Santa Rosa |
| Sebastopol Road, Santa Rosa |
| 3 rd Street, Santa Rosa |
| 6 th Street, Santa Rosa |
| 7 th Street, Santa Rosa |
| 8 th Street, Santa Rosa |
| 9 th Street, Santa Rosa |
| College Avenue, Santa Rosa |
| Guerneville Road, Santa Rosa |
| West Steele Lane, Santa Rosa |
| Piner Road, Santa Rosa |
| San Miguel Road, Santa Rosa |

This first phase of enhanced pedestrian safety measures is intended to increase safety at existing crossings in Santa Rosa, Petaluma, and portions of Rohnert Park. The specific crossings in each of the first phase was selected due to observed pedestrian and vehicular volume, documented past incidents and on-site observations. These safety measures target distracted pedestrians by creating channelization at crossings that requires pedestrians to pay attention to their route as they enter the SMART right of way at crossings.

The second phase to add the remaining enhanced pedestrian safety improvements identified for SMART's mainline is anticipated in the next budget cycle. An Invitation for Bid would be issued for this second phase of work.

Staff recommends authorizing the General Manager to execute Agreement for Contractor Services No. CV-BB-19-001 for Enhanced Pedestrian Safety Improvements at existing pedestrian crossings to Ghilotti Bros., Inc. in an amount of \$249,280.

FISCAL IMPACT: Funding is included in the Fiscal Year 2018-19 budget and proposed Fiscal Year 2019-20 budget. REVIEWED BY: [X] Finance [X] Counsel

Very truly yours,

Chief of Police

Resolution No. 2019-07 Sonoma-Marin Area Rail Transit District May 15, 2019

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

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

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

WHEREAS, SMART received one single bid on April 12, 2019 and conducted a public bid opening; and

WHEREAS, Ghilotti Bros., Inc. submitted the bid for the work of \$249,280; and

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

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

- 1. The foregoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
- 2. The General Manager is authorized to execute Contract No. CV-BB-19-001 with Ghilotti Bros, Inc. the amount of \$249,280.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 15th day of May, 2019, by the following vote:

| DIRECTORS: | |
|------------------------------|---|
| AYES: | |
| NOES: | |
| ABSENT: | |
| ABSTAIN: | |
| | Gary Phillips, Chair, Board of Directors Sonoma-Marin Area Rail Transit District |
| ATTEST: | |
| | |
| Leticia Rosas-Mendoza, Clerk | of Board of Directors |
| Sonoma-Marin Area Rail Tran | isit District |

AGREEMENT FOR CONTRACTOR SERVICES

| This agreement ("Agreement"), dated as of | , 2019 ("Effective Date") is by and |
|--|--|
| between the Sonoma-Marin Area Rail Transit Distric | ct (hereinafter "SMART"), and Ghilotti |
| Bros., Inc. (hereinafter "Contractor"). | |

RECITALS

WHEREAS, SMART by its Board Resolution No. 2019-07 adopted on the 15th day of May, 2019 authorizes the award of the following contract:

Invitation for Bid for Construction Enhanced Pedestrian Safety Improvements Contract Number: CV-BB-19-001

WHEREAS, Contractor represents that it is a duly qualified contractor, experienced in the areas of construction, commercial concrete modification, electrical modification, fencing, and related services; and

WHEREAS, Contractor represents that it is a duly qualified contractor, experienced in the areas of construction, commercial concrete modification, electrical modification, fencing, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART, it is necessary and desirable to employ the services of Contractor to construct enhanced pedestrian safety improvements at several of SMART's existing railroad crossings; 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

GHILOTTI BROS., INC. AGREEMENT CV-BB-19-001

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(b) Exhibit B: Fee Schedule

Article 3. Request for Services.

Section 3.01 <u>Initiation Conference</u>. SMART's Chief Engineer, Bill Gamlen, or his designee, will initiate all requests for services through an Initiation Conference, which shall be in person. During the Initiation Conference, SMART's Chief Engineer and/or designee and Contractor shall perform site visits to each location to mark and discuss the pedestrian safety enhancements project approach.

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

Article 4. Contract Documents

Contract Documents consist of the following documents corresponding to the Invitation for Bid for Construction – Enhanced Pedestrian Safety Improvements (CV-BB-19-001), including all changes, Addenda, and Modifications thereto:

- 1) Attachment A Safety Improvement Exhibits
- 2) Attachment B Plan View
- 3) Attachment C Material Specifications

These referenced documents are held in SMART's project office and available for viewing upon request.

Article 5. Scope of Services.

Section 5.01 Scope of Work. Contractor shall perform services within the timeframe outlined in **Exhibit A** (cumulatively referred to as the "Scope of Work").

Section 5.02 <u>Cooperation With SMART</u>. Contractor shall cooperate with SMART's Chief Engineer, or his designee, in the performance of all work hereunder.

Section 5.03 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If SMART determines that any of Contractor's work is not in accordance with such level of competency and standard of care, SMART, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with SMART to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory;

GHILOTTI BROS., INC. AGREEMENT CV-BB-19-001

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(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 5.04 <u>Assigned Personnel.</u>

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

Lance Bushnell, Project Manager

Tom Hyland, General Superintendent

Article 6. Payment.

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

Section 6.01 Contractor shall invoice SMART on a task basis, detailing the tasks performed pursuant to the Scope of Work requested by Chief Engineer, and the hours worked. SMART shall pay Contractor within 30 days after submission of the invoices.

Section 6.02 Contractor shall be paid, as full compensation for the satisfactory completion of the work described in the Scope of Work (**Exhibit A**) on a project basis in accordance with the budget established in **Exhibit B**, provided, however, that Contractor agrees to perform all services described in the Scope of Work for the negotiated amount of \$249,280.00, regardless of whether it takes Contractor more time to complete or costs are more than anticipated. The not-to-exceed (NTE) amount for this Agreement is \$249,280.00 which includes labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as GHILOTTI BROS., INC.

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well as indirect costs, overhead and profit allowance, equipment, materials and supplies; in no case shall Contractor be reimbursed for an amount in excess of the NTE amount without a formal written amendment to this Agreement. The hourly rates included herein are for SMART's evaluation, review and auditing purposes only. Contractor shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in hours devoted to the task(s); and (iii) the hourly rate or rates of the persons performing the task(s). Contractor shall also provide certified payroll reports at the time of the invoice submission.

Section 6.03 Contractor must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. District shall not accept invoices submitted by Contractor after the end of such thirty (30) day period without District pre-approval. Time is of the essence with respect to submission of invoices and failure by Contractor to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Contractor unpaid.

Article 7. Term of Agreement.

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

Article 8. Termination.

Section 8.01 <u>Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

Section 8.02 <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SMART may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

Section 8.03 <u>Delivery of Work Product and Final Payment Upon</u>
<u>Termination</u>. In the event of termination by either party, Contractor, within 14 days following the date of termination, shall deliver to SMART all materials and work product subject to **Section 12.08** and shall submit to SMART an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

Section 8.04 <u>Payment Upon Termination</u>. Upon termination of this Agreement by SMART, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment;

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provided, however, that if services are to be paid on an hourly or daily basis, then Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination times the applicable hourly or daily rate; provided further that if SMART terminates the Agreement for cause pursuant to **Section 8.02**, SMART shall deduct from such amount the amount of damage, if any, sustained by SMART by virtue of the breach of the Agreement by Contractor.

Section 8.05 <u>Authority to Terminate</u>. The Board of Directors has the authority to terminate this Agreement on behalf of SMART. In addition, SMART's Chief Engineer or General Manager, in consultation with SMART Counsel, shall have the authority to terminate this Agreement on behalf of SMART.

Article 9. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including SMART, and to indemnify, hold harmless, and release SMART, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, to the extent caused by the Contractor's negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SMART based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Article 9 apply whether or not there is concurrent negligence on SMART's part, but to the extent required by law, excluding liability due to SMART's conduct. SMART shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Article 10. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described below.

Section 10.01 <u>Workers' Compensation Insurance</u>. 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 10.02 <u>General Liability Insurance</u>. 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

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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 10.03 <u>Automobile Insurance</u>. 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 10.04 <u>Contractors Pollution Insurance</u>. Contractors Pollution Liability insurance in an amount no less than \$2,000,000 per incident. The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third-party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint. There shall be no insured vs. insured exclusion in the policy.

Section 10.05 <u>Endorsements</u>. Prior to commencing work, Contractor shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Licensee is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be 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 Licensee. Said policy shall protect Contractor and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

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- (d) Contractor hereby grants to SMART a waiver of any right to subrogation which any insurer of said Contractor may acquire against SMART by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

Section 10.06 <u>Deductibles and Retentions</u>. Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from SMART. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible of retention provision limiting payment to the name insured is not acceptable.

Section 10.07 <u>Claims Made Coverage</u>. If any insurance specified above is written on a claims-made coverage form, Contractor shall:

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

Section 10.08 <u>Documentation</u>. 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. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement.

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

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

Section 10.09 <u>Policy Obligations</u>. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 10.10 <u>Material Breach</u>. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Article 11. Prosecution of Work.

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

Article 12. Extra or Changed Work.

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

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waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

Article 13. Representations of Contractor.

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

Section 13.02 <u>Status of Contractor.</u> The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of SMART and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SMART provides its employees. In the event SMART exercises its right to terminate this Agreement pursuant to **Article 8**, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

Section 13.04 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder. Contractor and Subcontractors shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

GHILOTTI BROS., INC. AGREEMENT CV-BB-19-001 Section 13.05 <u>Conflict of Interest.</u> Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Contractor's or such other person's financial interests.

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

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

Section 13.08 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 Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

Article 14. Demand for Assurance.
GHILOTTI BROS., INC.
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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 14** limits SMART's right to terminate this Agreement pursuant to **Article 8**.

Article 15. Assignment and Delegation.

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

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

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

If to SMART:

<u>Project Manager</u> Sonoma-Marin Area Rail Transit District Attn: Bill Gamlen

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

707-794-3330

Billing & Invoicing

Sonoma-Marin Area Rail Transit District

Attn: Nick Courter

5401 Old Redwood Highway, Suite 200

Petaluma, CA 94954

billing@sonomamarintrain.org

If to Contractor: Ghilotti Bros., Inc.

Attn: Lance Bushnell

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525 Jacoby Street San Rafael, CA 94901

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

Article 17. Miscellaneous Provisions.

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

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

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

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

Section 17.05 <u>Applicable Law and Forum</u>. 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

GHILOTTI BROS., INC. AGREEMENT CV-BB-19-001

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Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

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

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

Section 17.08 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 17.09 <u>Licensing Laws.</u> The contractor shall comply with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors. All contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under the Contract, all Subcontractors must show that they hold appropriate and current California contractor's Licenses. The Contractor shall provide such Subcontractor information, including the class type, license number and expiration date to the District.

Section 17.10 <u>Prevailing Wage</u>. Contractor and each Subcontractor shall pay to 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.

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Section 17.11 Payment Bond. Contractor shall be required to furnish a Payment Bond (Labor and Materials Bond) in an amount not less than 100 percent of the Contract price, excluding allowances. Payment bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An "admitted surety insurer" shall be defined as follows:

A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Section 17.12 <u>Performance Bond</u>. Contractor shall be required to furnish a Performance Bond in an amount not less than 100 percent of the Contract price, excluding allowances. Performance bond shall be executed by an admitted surety insurer (California Civil Code Section 9554). An "admitted surety insurer" shall be defined as follows: A corporate insurer or a reciprocal or interinsurance exchange to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code (California Code of Civil Procedures Section 995.120).

Section 17.13 <u>Property Damage</u>. The contractor shall be responsible for any damages to existing infrastructure and any adjacent property, resulting from Contractor's negligence. The Contractor shall reimburse SMART any and all costs to restore, repair, and replace all property, regardless of ownership, which is damaged or altered by the Contractor's or its Subcontractor's negligence.

Section 17.14 <u>Disposal of Materials</u>. Contractor shall be responsible for the proper disposal of all related materials and equipment in accordance with all state and local laws and regulations.

Section 17.15 <u>Time of Essence</u>. Time is and shall be of the essence of this Agreement and every provision hereof.

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| CON | ΓΡΑ (.Τ.Ο.Ρ. | |
|-------|--|-------|
| CON | TRACTOR: | |
| By: | | _ |
| Its: | | _ |
| Date: | | _ |
| SONO | OMA-MARIN AREA RAIL TRANSIT (SI | MART) |
| By: | Farhad Mansourian, General Manager | |
| Date: | | |
| | TIFICATES OF INSURANCE ON FILE V ROVED AS TO SUBSTANCE FOR SMAR | |
| • | Ken Hendricks, Procurement Coordinator | |
| Date: | | - |
| APPR | ROVED AS TO FORM FOR SMART: | |
| By: | District Counsel | |
| Date: | | |
| | OTTI BROS., INC. EEMENT | |

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

Effective Date.

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EXHIBIT A SCOPE OF WORK & TIMELINE

1. OVERVIEW

SMART is contracting with Ghilotti Bros., Inc. to install enhanced pedestrian safety measures at several existing railroad crossings with existing pedestrian routes. The measures generally consist of constructing short fence barriers that will require pedestrian's attention in order to navigate the crossing. These barriers will also increase pedestrian awareness of trains. Due to the existing conditions at each crossing the measures vary from site to site.

The measures consist of installing barriers fabricated with black vinyl-clad chain-link fence, matching posts and railings, with a few of the barriers fabricated from galvanized tubing. Installation of posts will vary with location between post-in-hole with concrete, and surface-mount posts. Many of the locations will require the addition of concrete to widen sidewalks. One location will require the addition of Asphalt Concrete (AC) paving to widen pathways. One location will require a short retaining wall with backfill to make sidewalk grade and one location shall receive a gate to replace a portion of the safety fencing. Several locations require the addition or replacement of Americans with Disabilities Act (ADA) truncated domes which will require the removal of existing surface and pouring back concrete sidewalk with cast-in-place replaceable ADA truncated domes.

Two PG&E gas vents will need to be relocated by PG&E – SMART has begun discussion with PG&E for this work to ease coordination between Contractor & PG&E.

Contractor shall obtain encroachment permits from the appropriate jurisdiction, including pedestrian and bicycle traffic control plans.

All sidewalk additions shall be constructed per standard drawings and details within each appropriate jurisdiction.

All pedestrian routes receiving Enhanced Pedestrian Safety Improvements shall meet the minimum ADA required 4-foot horizontal width for path of travel in their finished condition. It is strongly recommended that clearances be kept a few inches more than the minimum 4-foot width.

2. PROJECT MANAGER

All work shall be initiated, coordinated, and directed by SMART's Chief Engineer, Bill Gamlen, or his designee in writing. Due to the variability of work required between locations, the Contractor will begin the project by visiting each site with SMART's Engineering Department to locate and mark out each safety improvement before beginning work.

3. ACCESS REQUIREMENTS

Contractor shall coordinate track safety and track access with SMART's Engineering & Maintenance of Way staff prior to coming onto SMART's right-of-way and performing work.

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SMART will provide flaggers at no cost to the Contractor. Contractor shall be required to provide 72hrs advance notice to SMART using the Track Access Permit process. SMART's Project Manager shall assist contractor with obtaining the Track Access Permit.

4. SCOPE-OF-WORK (SOW)

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

1. Site Review

- a. Contractor and SMART Engineering staff shall visit each site to lay out improvements prior to the start of work.
- b. Contractor shall provide suitable equipment to mark out improvements at each site (ex. marking paint, tape measure, etc.).
- 2. Obtain encroachment permits
 - a. Encroachment permits will be required for multiple jurisdictions
 - Contractor shall include appropriate pedestrian and vehicle safety measures to accommodate work.
- 3. Chain Link Fence Barriers
 - a. Shall be 4-foot tall black vinyl-clad chain-link with black vinyl-clad posts and top bar, knuckle selvage up
 - Posts may be set in concrete in posthole dug in landscape or dirt areas; or may be set with flanges expansion-bolted to concrete surfaces (bolts shall be cut/ground flush with nut)
 - c. Scope of Work Reference Per Article 4, refer to the Invitation for Bid for Construction Enhanced Pedestrian Safety Improvement Attachments:
 - i. Attachment A Safety Improvement Exhibits for details of improvements at each location
 - ii. Attachment B Plan View (Layout of Case A, B, C & D Barriers)

4. Pipe Barriers

- a. Shall be 1-1/4 inch diameter standard galvanized steel pipe
- b. Posts shall be set in concrete in landscape or dirt areas; or may be core drilled and mortar set through concrete surfaces
- c. Radiused corners shall be a 6-inch radius
- d. Scope of Work Reference for Barrier/Pipe Railing: Per Article 4, refer to the Invitation for Bid for Construction Enhanced Pedestrian Safety Improvement Attachments
 - i. Attachment B Plan View

5. Concrete Sidewalks

- a. Concrete for sidewalks shall be constructed per jurisdictional standards and shall meet all ADA standards (2% maximum cross slope, 5% maximum running slope)
- b. Sidewalk additions shall be dowelled into existing sidewalks
- Scope of Work Reference: Per Article 4, refer to the Invitation for Bid for Construction – Enhanced Pedestrian Safety Improvement Attachments
 - i. Attachment B Plan View (City and County Standards):
 - 1. County of Sonoma
 - 2. City of Santa Rosa
 - 3. City of Rohnert Park
 - 4. City of Cotati
 - 5. City of Petaluma

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- d. Scope of Work Specifications: Per Article 4, refer to the Invitation for Bid for Construction – Enhanced Pedestrian Safety Improvement Attachments
 - i. Attachment C Material Specifications
 - 1. 03 11 00 Concrete Forming
 - 2. 03 20 00 Concrete Reinforcing
 - 3. 03 35 00 Concrete Finishing
- 6. Truncated Domes
 - a. Shall be cast-in-place (ADA Solutions Cast-In Place Replaceable Tactile Panels or Armor-Tile Replaceable Herculite series) in Federal Yellow.
 Brand name or equal will be considered with SMART Engineer's approval.
- 7. Electrical for Pedestrian Signal Control Relocate
 - a. One at East Washington and Lakeville in Petaluma, CA
 - 1. Remove from the North Side of existing pedestrian signal pole and reinstall on south side.
- 8. Crosswalk Striping
 - a. Remove existing crosswalk striping per exhibits
 - New crosswalk striping per Caltrans 2018 Standard Plan A24F Ladder Style

5. WORK TIMELINE

SMART's Project Manager and Ghilotti Bros., Inc.'s project manager will align on the project schedule with the understanding that time is of the essence and all work is expected to be completed by July 31, 2019.

6. ACCEPTANCE CRITERIA

After the completion of the work, Ghilotti Bros., Inc.'s Project Manager shall contact SMART's Project Manager to perform a site walk to ensure compliance with all specifications. Upon a successful review of the work, SMART's Project Manager shall provide a written notice of project acceptance.

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EXHIBIT B SCHEDULE OF RATES

| ITEM # | CROSSING | CITY | PROJECT COST |
|--------------------|------------------|--------------|--------------|
| 1 | CAULFIELD LANE | PETALUMA | \$9,280.00 |
| 2 | WASHINGTON ST | PETALUMA | \$77,500.00 |
| 3 | W. PAYRAN ST | PETALUMA | \$13,300.00 |
| 4 | SOUTH POINT BLVD | PETALUMA | \$1,800.00 |
| 5 | GOLF COURSE DR | ROHNERT PARK | \$23,500.00 |
| 6 | HEARN AVE | SANTA ROSA | \$12,000.00 |
| 7 | SEBASTOPOL RD | SANTA ROSA | \$7,000.00 |
| 8 | 3RD ST | SANTA ROSA | \$11,000.00 |
| 9 | 6TH ST | SANTA ROSA | \$5,600.00 |
| 10 | 7TH ST | SANTA ROSA | \$3,100.00 |
| 11 | 8TH ST | SANTA ROSA | \$5,100.00 |
| 12 | 9TH ST | SANTA ROSA | \$4,600.00 |
| 13 | COLLEGE AVE | SANTA ROSA | \$10,700.00 |
| 14 | GUERNEVILLE RD | SANTA ROSA | \$3,500.00 |
| 15 | WEST STEELE LANE | SANTA ROSA | \$14,500.00 |
| 16 | PINER RD | SANTA ROSA | \$16,100.00 |
| 17 | SAN MIGUEL RD | SANTA ROSA | \$30,700.00 |
| TOTAL PROJECT COST | | | \$249,280.00 |