



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
AUGUST 20, 2025 - 1:30 PM**

Members of the public who wish to attend in person may do so at:

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

The SMART Board of Directors will facilitate using a dual format with listening and participation available through Zoom and in-person. SMART provides several remote methods for viewing the SMART Board Meetings and providing Public Comment.

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

<https://sonomamarintrain-org.zoom.us/j/85410509881?pwd=pButHwakIVNRUQA9u5YBDy0fHXFD2h.1>

Webinar ID: 854 1050 9881; Passcode: 971474

TELECONFERENCE

Members of the public wishing to participate via teleconference can do so by dialing in the following number the day of the meeting: (669) 900-9128; Access Code: 854 1050 9881; Passcode: 971474.

WATCH THE BOARD MEETING VIA LIVESTREAM

View the live broadcasts of Board meetings online at: <https://www.sonomamarintrain.org/meetings>

To view the meeting, select "View Event" at the time of the meeting.

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Tuesday, August 19th, 2025

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



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
AUGUST 20, 2025 – 1:30 PM**

Members of the public who wish to attend in person may do so at:

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

1. Call to Order
2. Approval of the July 16, 2025 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Accept Monthly Ridership Report – July 2025
- 6b. Approve Monthly Financial Status Report – June 2025
- 6c. Adopt a Resolution authorizing the filing of SMART's annual application for State Transit Assistance in the amount of \$4,161,082, increasing SMART's application by \$800,000 – *Presented by Chief Financial Officer, Heather McKillop*

Regular Calendar

7. Adopt a Resolution authorizing the General Manager to execute Agreement No. FR-BB-25-001 with Railworks Track Systems, LLC for Brazos Railroad Timber Bridge Repairs - Phase 2 in the amount of \$604,235 – *Presented by Chief Engineer, Bill Gamlen*
8. Adopt a Resolution to amend Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to roll forward revenues and expenses from Fiscal Year 2025, and increase appropriation authority for Passenger and Freight – *Presented by Chief Financial Officer, Heather McKillop*

Closed Session

9. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marin Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
10. Report Out Closed Session

11. Next Board of Directors Meeting, September 17, 2025 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
12. Adjournment

ACCOMMODATIONS:

Public participation is solicited without regard to race, color, national origin, age, sex, gender identity, religion, disability or family status. Upon request, SMART will provide written agenda materials in appropriate alternative formats, or make disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/or related to public meetings. To request a modification, accommodation, service, or alternative format, please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests may be submitted to the Clerk of the Board by email at board@sonomamarintrain.org or by phone at (707) 794-3330. Requests can also be made by mail to SMART, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 (must be received at least two days before the meeting). Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
JULY 16, 2025 - 1:30 PM**
5401 Old Redwood Highway, 1st Floor
Petaluma, CA 94954

1. Call to Order [\[4:23 Minutes Mark on the Video Recording\]](#)

Chair Coursey called the meeting to order at 1:30pm. Vice Chair Sackett, Directors Cader Thompson, Garbarino, Lucan, Milberg, and Rabbitt were present. Directors Colin, Fleming, Kelley, Pahre, and Paulson were absent. Directors Kelley and Fleming arrived later.

2. Approval of the June 18, 2025, Board Meeting Minutes [\[5:14 Minutes Mark on the Video Recording\]](#)

MOTION: Director Lucan moved approval of the June 18, 2025 Board Meeting Minutes as presented. Director Milberg second. The motion carried 7-0 (Directors Kelley, Colin, Fleming, Pahre, and Paulson absent).

3. Board Member Announcements [\[5:42 Minutes Mark on the Video Recording\]](#)

Vice Chair Sackett and Director Garbarino spoke.

4. General Manager's Report [\[6:55 Minutes Mark on the Video Recording\]](#)

General Manager Cumins provided a PowerPoint presentation, which is posted on SMART's

website. Highlights include:

- Ridership Report
- Real-Time Information
- Pathway Litigation
- Farewell to Leti Rosas
- Highlight of the Month
- Questions

Board Comments [\[19:10 Minutes Mark on the Video Recording\]](#)

Director Kelley requested clarification on the definition of passenger miles. General Manager Cumins responded to Director Kelley question.

Clerk Leticia Rosas shared a few words about her time at SMART.

5. Public Comments on Non-Agenda Items [\[22:40 Minutes Mark on the Video Recording\]](#)

The following individuals spoke under Public Comment:

- Eris Weaver
- Tony Sawaya

General Manager Cumins responded to questions.

6. Consent [\[25:26 Minutes Mark on the Video Recording\]](#)

- a. Accept Monthly Ridership Report – June 2025
- b. Approve Monthly Financial Status Report – April 2025
- c. Eide Bailly Financial Audit Communication Letter to SMART
- d. Authorize the General Manager to issue a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet for the purchase of two (2) 4WD service body trucks and one (1) 2WD service body truck in an amount not-to-exceed \$208,693.52
- e. Approve the designation of the Chief Financial Officer, Finance and Budget Manager, and Grants and Budget Analyst as Authorized Agents to submit and manage applications for disaster assistance with the California Governor's Office of Emergency Services and Federal Emergency Management Agency

MOTION: Director Kelley moved approval of Consent Agenda, as presented. Director Milberg second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

7. Authorize the Board Chair to Execute the Collective Bargain Agreement Between Sonoma-Marin Area Rail Transit (SMART) and International Brotherhood of Teamsters, Local Union Number 665 for the period of July 1, 2025 to June 30, 2028 – *Presented by Human Resources Manager, Lisa Hansley* [\[26:08 Minutes Mark on the Video Recording\]](#)

Board Comments [\[28:43 Minutes Mark on the Video Recording\]](#)

None

Public Comments [\[28:46 Minutes Mark on the Video Recording\]](#)

None

MOTION: Director Milberg moved to authorize the Board Chair to Execute the Collective Bargain Agreement Between Sonoma-Marin Area Rail Transit (SMART) and International Brotherhood of Teamsters, Local Union Number 665 for the period of July 1, 2025 to June 30, 2028, as presented. Director Garbarino second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

8. Approve a Resolution Authorizing the General Manager to execute a Consultant

Services Agreement No. EV-PS-25-001 with WRA, Inc. for on-call environmental clearance and permitting services to support planning, design and construction activities with a not-to-exceed amount of \$4,000,000 and a term of five (5) years – *Presented by Chief Engineer, Bill Gamlen [29:21 Minutes Mark on the Video Recording]*

Board Comments [31:22 Minutes Mark on the Video Recording]

Director Milberg requested clarification on how the actual hourly billing rate is calculated across categories to determine the straight hourly rate.

Procurement Manager Ken Hendricks responded to Director Milberg question.

MOTION: Director Sackett moved to approve a Resolution Authorizing the General Manager to execute a Consultant Services Agreement No. EV-PS-25-001 with WRA, Inc. for on-call environmental clearance and permitting services to support planning, design and construction activities with a not-to-exceed amount of \$4,000,000 and a term of five (5) years, as presented. Director Kelley second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

9. Update on SMART's Quality of Life Study (Information) – *Presented by Planning Manager, Emily Betts [35:17 Minutes Mark on the Video Recording]*

Senior Planner Zoe Unruh provided a PowerPoint presentation which is posted on SMART's website. Highlights include:

- Study Purpose
- Outreach Summary
- What is a Theme?
- Theme Overview
- Scale of Accumulated Benefits
- Themes
- What's Next
- Questions

Board Comments [1:10:43 Minutes Mark on the Video Recording]

Several Directors, the Chair, and Vice Chair provided feedback and asked questions.

Senior Planner Zoe Unruh and General Manager Cumins responded to questions.

Public Comments [1:29:32 Minutes Mark on the Video Recording]

Rick Luttmann, and Michael spoke online.

10. Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) (Information) - *Presented by Planning Manager, Emily Betts [1:33:06 Minutes Mark on the Video Recording]*

Board Comments [1:48:50 Minutes Mark on the Video Recording]

Directors Rabbitt, Kelley, Milberg, and Colin spoke and asked questions. Chair Coursey spoke.

Planning Manager Emily Betts and General Manager Cumins responded to questions.

Public Comments [2:02:06 Minutes Mark on the Video Recording]

Michael and Rick Luttmann spoke online.

11. Adopt a Resolution amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority - *Presented by Chief Financial Officer, Heather McKillop* [2:08:01 Minutes Mark on the Video Recording]

Board Comments [2:19:43 Minutes Mark on the Video Recording]

Chair Coursey asked for the new fund balance number.

Director Rabbitt asked about the collection of sales tax and auditing costs.

Chief Financial Officer Heather McKillop responded to questions.

Public Comments

None

MOTION: Director Sackett moved to adopt a Resolution to Amend Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority, as presented. Director Cader Thompson second. The motion carried 9-0 (Directors Fleming, Pahre, and Paulson absent).

Closed Session [2:22:20 Minutes Mark on the Video Recording]

12. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marín Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
13. Report Out Closed Session [2:24:37 Minutes Mark on the Video Recording]

District Counsel Sutherland reported out of Closed Session at 4:39 PM on the following:

Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marín Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
Report Out: No reportable action.

14. Next Board of Directors Meeting, **August 20, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
15. Adjournment – Meeting adjourned at 4:40 PM

Respectfully submitted,

Samantha Frias
Interim Clerk of the Board

Approved on: _____



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

August 20, 2025

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

SUBJECT: Monthly Ridership Report – July 2025

Dear Board Members:

RECOMMENDATIONS: Information Item

SUMMARY:

We are presenting the monthly ridership report for activity for the month of June 2025. This report shows trends in ridership for SMART by tracking Total riders Average Weekday riders, and Average Saturday riders, Average Sunday/Holiday riders, as well as bicycles and mobility devices on board the trains. The report also includes total users counted on the SMART Pathway for the month, and total riders on the SMART Connect shuttles.

With the transition to the Automatic Passenger Counter (APC) in October 2022, SMART has a highly accurate method of tracking boardings and alightings at stations that does not depend on manual counts by the conductors. The APC system has been tested and validated at a 99% accuracy level and has been certified for passenger count use by the Federal Transit Administration (FTA); the system was revalidated and recertified by FTA in June 2025. Both APC-based ridership and fare-based collection rider counts are shown in the attached report to give a full picture of ridership. APC-based ridership captures all riders, including riders with passes who neglect to tag on or off, riders who fail to activate their mobile app tickets, as well as free-fare riders.

This report compares the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. These reports also note relevant details associated with fare program discount usage and trends in riders bringing bicycles onboard as well as riders who use mobility devices.

SMART's ridership data through July 2025 is posted on the SMART website (<https://sonomamarintrain.org/RidershipReports>).

FISCAL IMPACT: None

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

Respectfully,

/s/
Emily Betts
Planning Manager

Attachment(s): Monthly Ridership Report – July 2025

JULY 2025 SMART RIDERSHIP REPORT

SMART Ridership Report

August 20, 2025

Page 1 of 6

July 2025 saw continued ridership increases over the previous month, with average weekday ridership at 4,763, up 10% over June, and a new record for SMART. Average Saturday and Sunday ridership also set new records, increasing by 3% and 16%, respectively, from the previous month, and 49% and 54%, respectively, over July 2024. Total monthly ridership was 132,805, another all-time record for SMART. July total ridership was up 51% over July 2024 and 111% over July 2019 (pre-COVID).

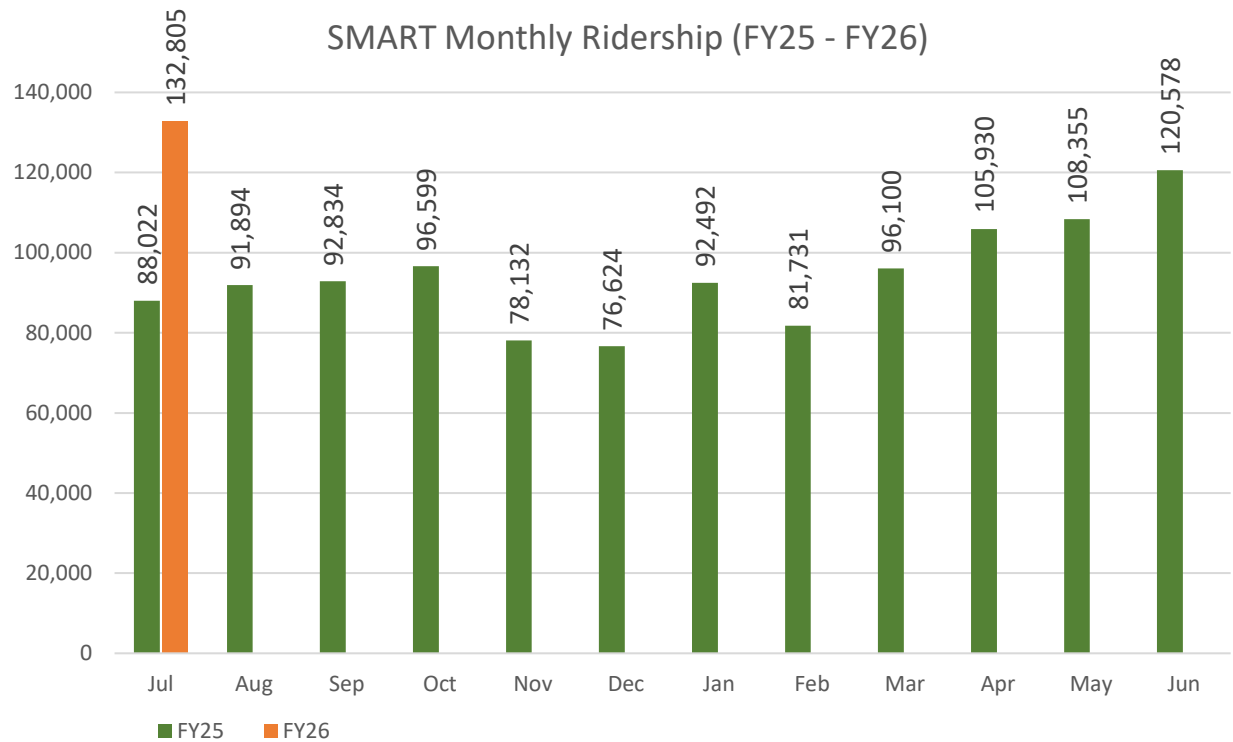
As background, SMART modified services in March 2020 due to the COVID-19 pandemic, with weekend service annulled and weekday service reduced to 16 trips. In May 2021, SMART added back 10 weekday trips. Saturday service was restored in May 2021, and Sunday service in May 2022. In June 2022, SMART added 10 additional weekday trips, and in October 2022, SMART added 2 additional midday trips, for a schedule of 38 trips per weekday. In May 2023, SMART added two evening trips on Friday and Saturday, known as the Starlighter. In October 2023, SMART suspended the Starlighter service but increased weekend service, running 16 trips total on both Saturday and Sunday. In August 2024, SMART added two additional round trips for a total of 42 trips each weekday. In late May 2025, SMART began running service to Windsor Station.

The table below presents data for July 2024 and 2025. Year-over-year data is not presented this month due to the start of a new fiscal year.

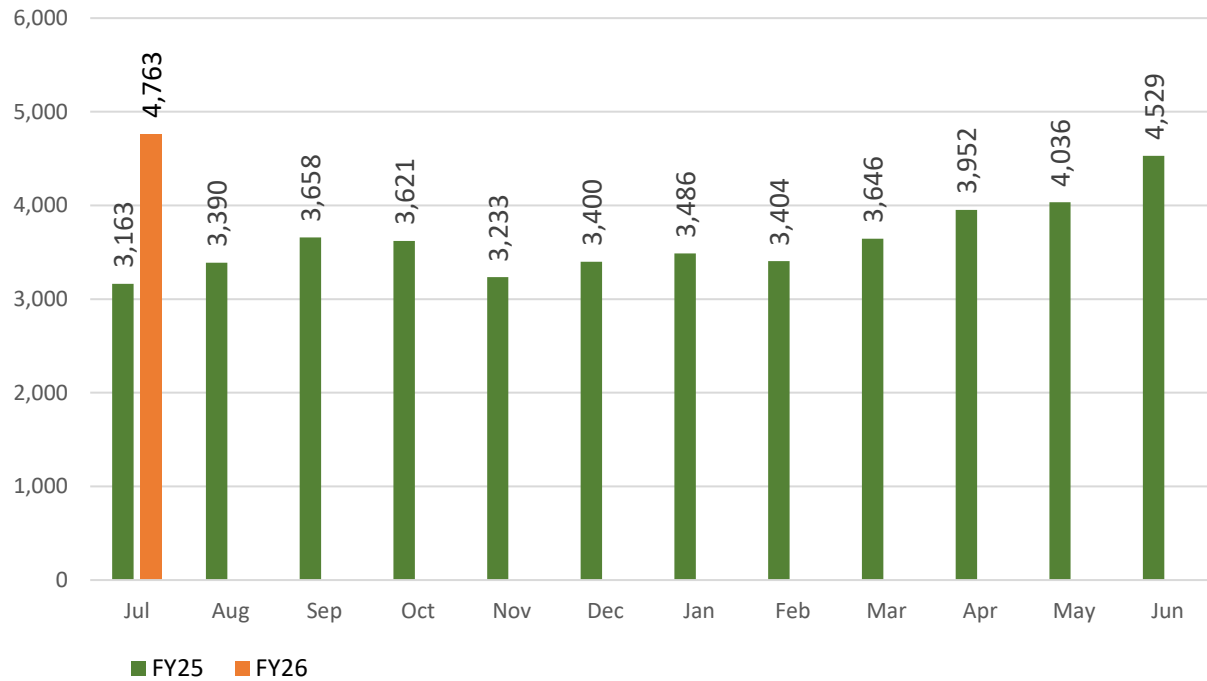
MONTHLY TOTALS YEAR-OVER-YEAR	JULY 2024	JULY 2025	% Change
Ridership	88,022	132,805	51%
Fare-based Ridership (Clipper + App Only)	47,523	63,764	34%*
Average Weekday Ridership	3,163	4,763	51%
Average Saturday Ridership	2,106	3,142	49%
Average Sunday Ridership	2,004	3,092	54%
Bicycles	10,953	15,059	37%
Mobility Devices	217	450	107%

**Discrepancy between total ridership change and fare-based ridership change due to launch of Free Fare program for youth and seniors on April 1, 2024.*

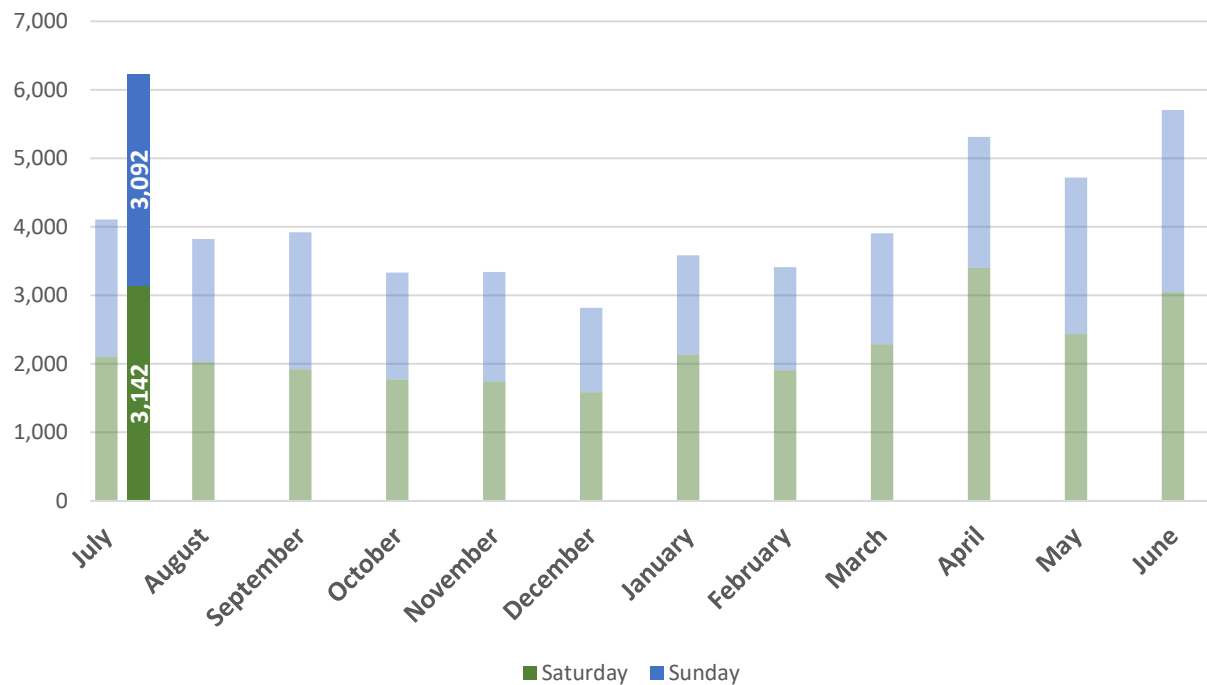
The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY25-FY26.

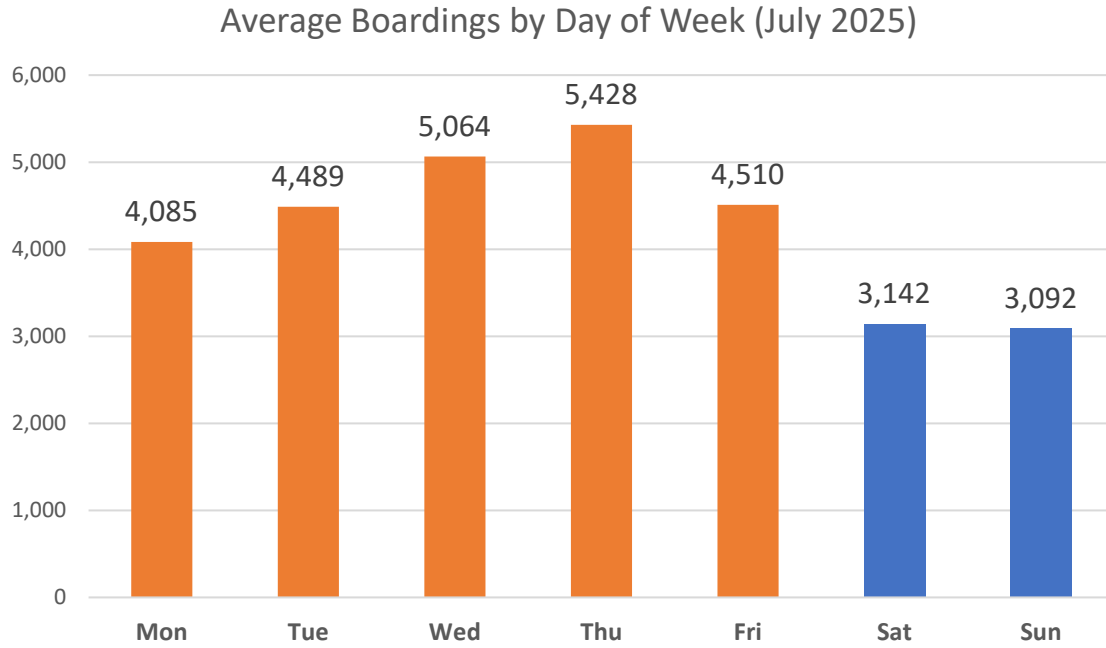


SMART Average Weekday Ridership (FY25 - FY26)



SMART Average Weekend Boardings (FY25 - FY26)



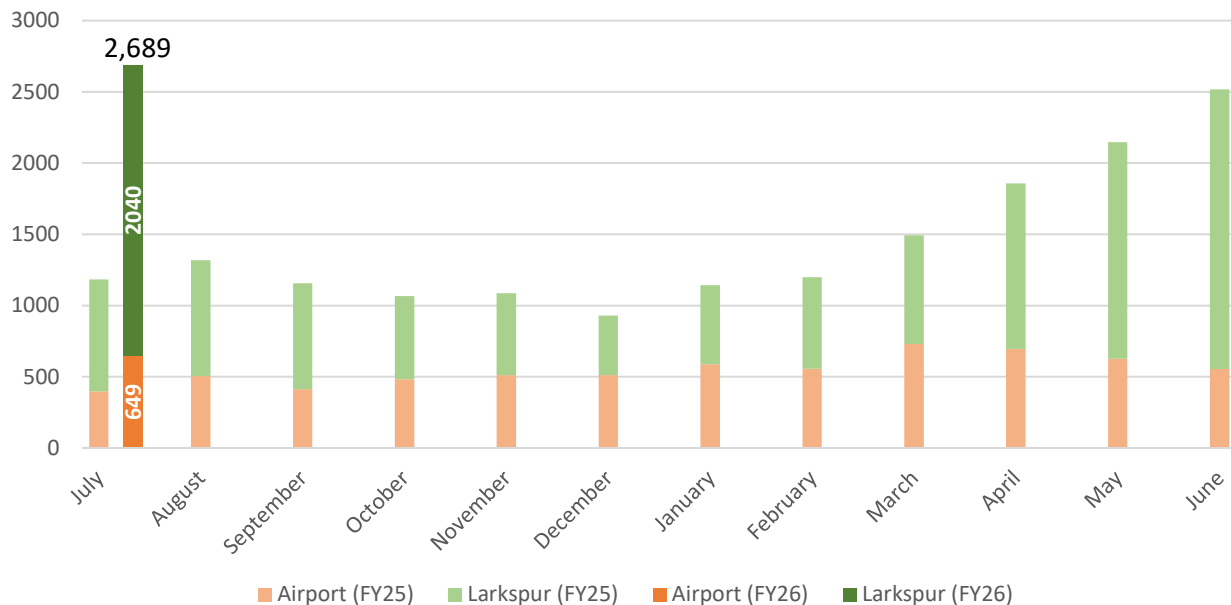


SMART Connect Program

SMART currently operates two on-demand shuttles, SMART Connect Airport and SMART Connect Larkspur. SMART Connect Airport, launched in June 2023, serves the SMART Sonoma County Airport station, the Charles M. Schultz Sonoma County Airport, and the surrounding area. SMART Connect Larkspur, launched in June 2024, serves the SMART Larkspur station, the Golden Gate Larkspur Ferry Terminal, and the surrounding Larkspur Landing area. The goal of the SMART Connect program is to facilitate first-and-last mile connections from SMART stations through the provision of a reliable on-demand shuttle that SMART riders can use for transit transfers, work and school commutes, and other destinations. SMART Connect uses microtransit software from The Routing Company called Ride Pingo, which allows users to pre-book trips or book a ride on-demand. Riders can also book by phone or walk-on, space available. In April 2025, Connect Shuttle service hours at Larkspur were expanded from 4 to 7 days per week; both shuttle locations now offer daily service.

Total July monthly ridership for the SMART Connect program was 2,689 riders, the highest monthly ridership for the program to date.

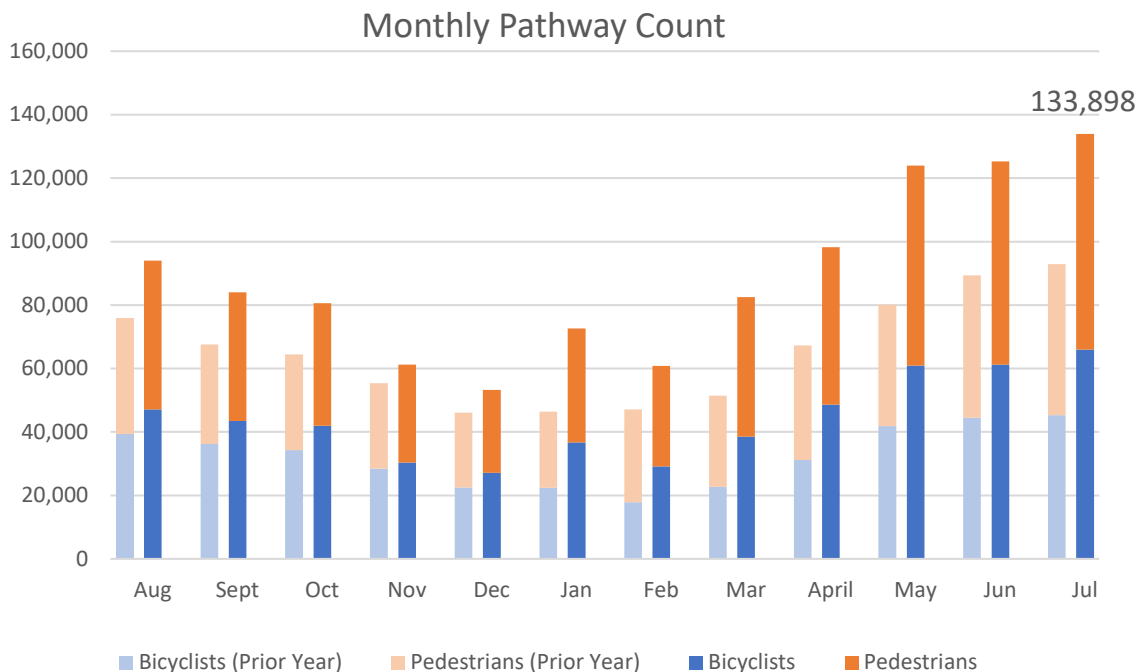
SMART Connect Ridership (FY25-FY26)



SMART Pathway

As of May 2025, SMART has installed 14 counters on the Pathway, with six in Marin County and eight in Sonoma County. The counters differentiate between bicycles and pedestrians, and track data by time of day and day of the week. The counters cannot distinguish between unique users, but based on the estimated average trip length of 3 miles, and the average spacing between counters of 3.7 miles, the counts are considered an accurate estimate of monthly pathway usage. As additional pathway segments are constructed, counters will be placed on those segments to measure pathway usage. To date, count data has shown a fairly even split between pedestrians and bicyclists.

In July 2025, SMART counted 133,898 users on the pathway, an increase of 44% compared to the same month in the prior year. July 2025 sets a new record for the highest pathway counts in a month since SMART began counting pathway users in 2022, beating the prior record set in June 2025. The increased counts are attributed to higher volumes of users on existing pathway segments as well as counts of users on newly opened pathway segments. The counts also include any use of the unopened segment of the pathway between Rohnert Park and Santa Rosa, Petaluma and Penngrove.





Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

August 20, 2025

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

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Consent Item

SUMMARY:

This report serves as a preliminary overview for the fiscal year ending June 30, 2025, including details from the Board Adopted Budget through Budget Amendment #12. Please note that we have not yet completed the year-end closing process, so additional adjustments to both revenues and expenses are still expected.

Attached, you will find separate charts displaying both budgeted and actual revenues and expenditures for passenger rail and freight. The "actual" columns reflect revenues and expenditures for the twelve months ending June 30, 2025. Additionally, for passenger rail, we have included detailed information on sales tax and fare revenues, presenting current data alongside comparative figures from the last five fiscal years (FY 2021 to FY 2025).

Passenger Rail and Pathway

We anticipate that actual sales tax collections will be approximately \$1.5 million lower than expected, although we still have two months of collections to record. We expect to collect nearly all federal funds, except for \$1.5 million that cannot be collected until FY 2025/2026 due to the timing of expenses. Regarding state funds, we expect to collect all but \$10 million, of which \$5 million is related to the Affordable Housing and Sustainable Communities (AHSC) program. We are currently awaiting a signed grant agreement before we can bill for this amount. The remaining funds cannot be billed because the work will not be completed until FY 2025/26.

Expenses are under budget by approximately \$20 million, with over half of that related to capital projects that will be completed in FY 2025/26.

Freight

We collected more in freight movement and freight storage fees than anticipated and spent less than expected. As a result of the increased fee collections and reduced expenses, we believe there will be no need to utilize any of the state grant funds budgeted for FY 2024/25. Those funds will contribute to the fund balance and be available for future years.

More detailed information will be provided in the final report, which will be presented in November alongside the Audited Financial Statements.

Sincerely,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s):

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



MONTHLY FINANCIAL STATUS

Preliminary June 2025

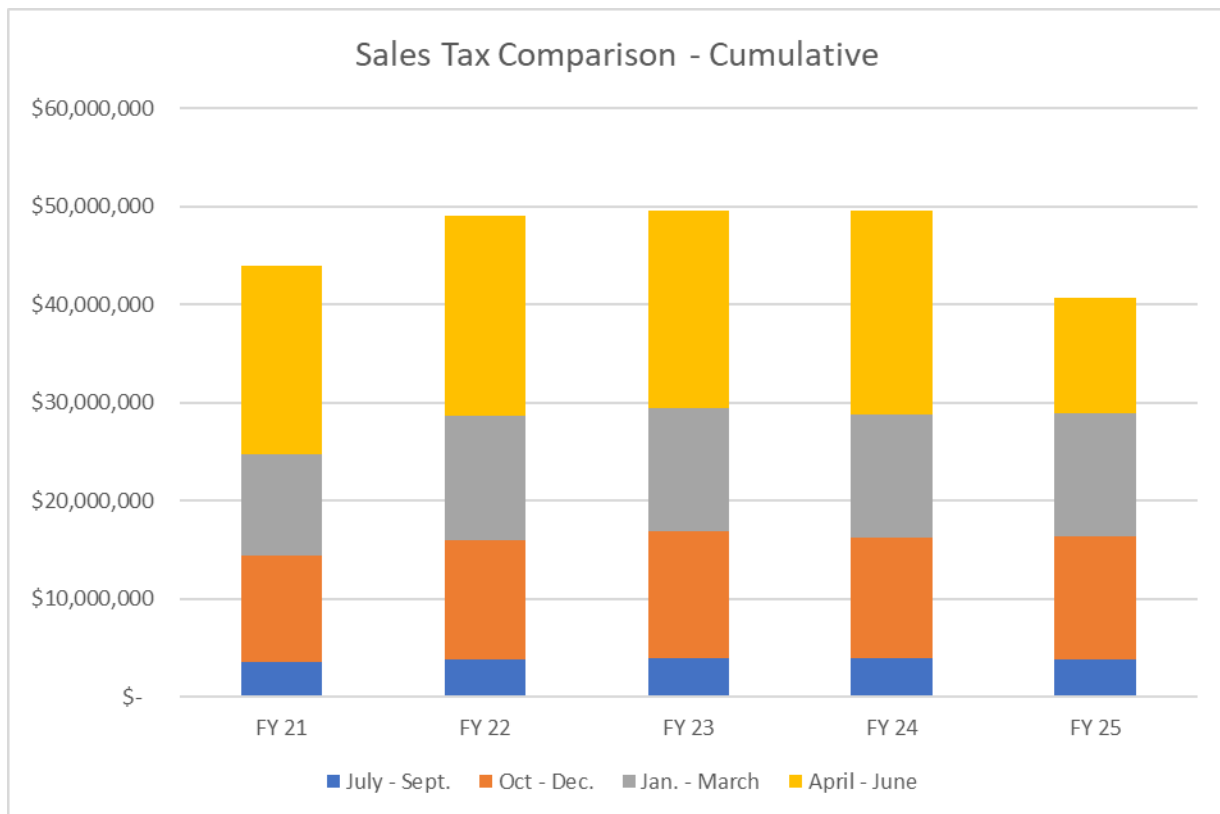
PASSENGER REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #12	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Revenues					
Passenger Rail					
Sales/Use Taxes	\$ 50,426,000	\$ 40,751,717	\$ (9,674,283)	-19%	0%
Sales Collections		\$ (468,130)	\$ (468,130)		0%
Interest and Lease Earnings	\$ 1,979,636	\$ 3,367,130	\$ 1,387,494	70%	0%
Miscellaneous/ Other Revenue	\$ 295,921	\$ 325,498	\$ 29,577	10%	0%
Passenger Fares	\$ 2,215,290	\$ 2,312,507	\$ 97,217	4%	0%
Parking Fares	\$ 11,400	\$ 19,288	\$ 7,888	69%	0%
Shuttle Fares	\$ 1,200	\$ 10,091	\$ 8,891	741%	0%
State Grants	\$ 54,788,550	\$ 19,645,587	\$ (35,142,963)	-64%	0%
Federal Funds	\$ 8,444,271	\$ 6,426,757	\$ (2,017,514)	-24%	0%
Other Governments	\$ 3,312,689	\$ 2,897,000	\$ (415,689)	-13%	0%
Passenger Rail	\$ 121,474,957	\$ 75,287,445	\$ (46,187,512)	-38%	0%

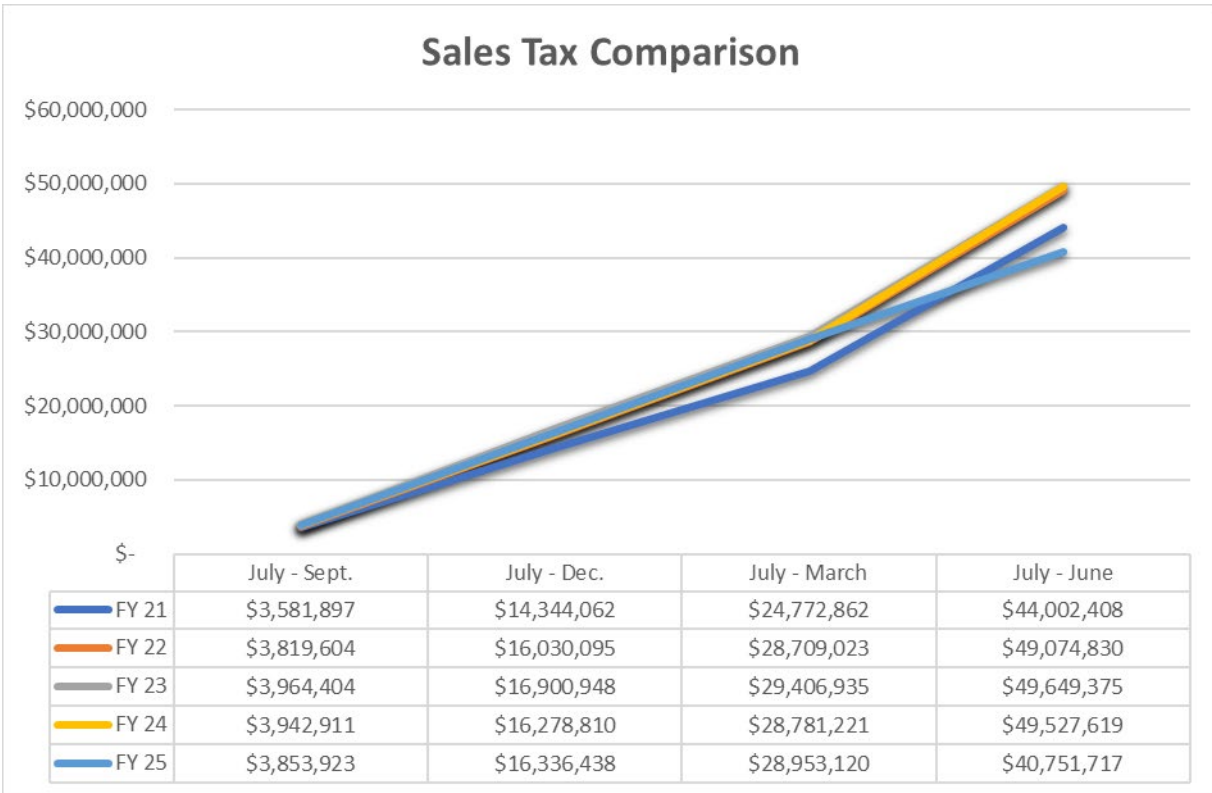
**Measure Q Sales Tax
Fiscal Year (FY) 2025**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
FY 25 Forecasted Sales Tax	\$ 3,900,000	\$ 12,500,000	\$ 12,600,000	\$ 21,426,000
Actual	\$ 3,853,923	\$ 12,482,515	\$ 12,616,682	\$ 11,798,597
Difference	\$ (46,077)	\$ (17,485)	\$ 16,682	\$ (9,627,403)

**Fiscal Year 2021-2025 Net Sales Tax Comparison
(by Quarter)**



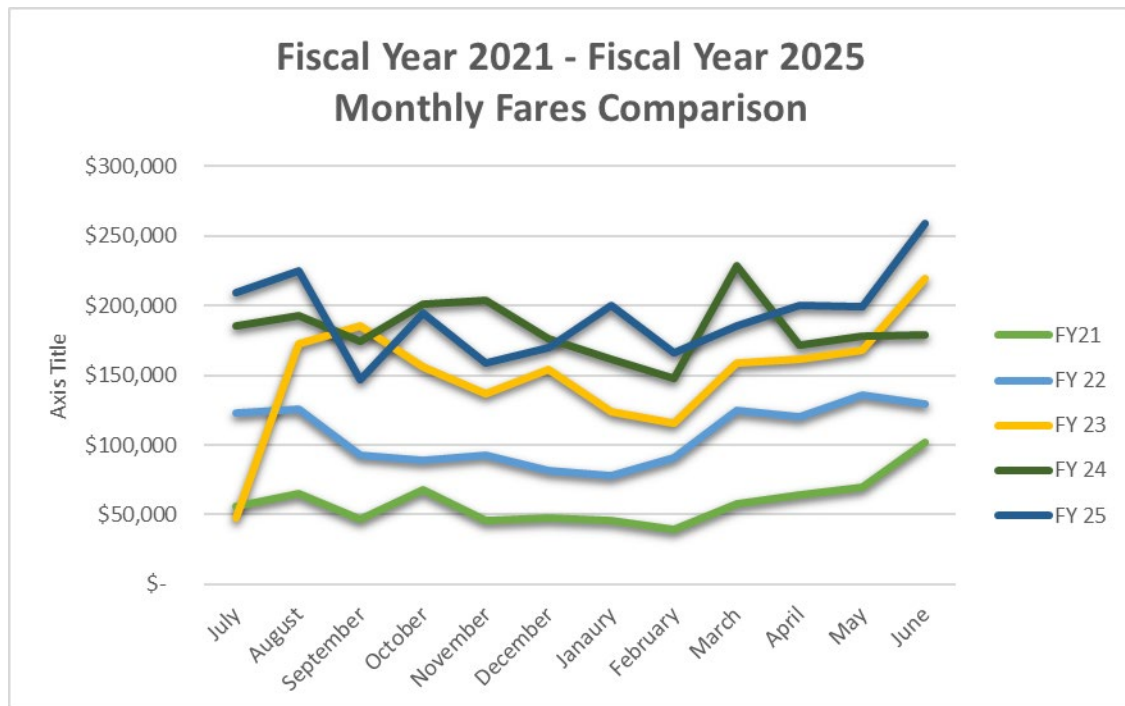
Fiscal Year 2021-2025 Cumulative Sales Tax Comparison



Fiscal Year 2021-2025 Fare Revenue Comparison



Fiscal Year 2021-2025 Monthly Fare Revenue Comparison



PASSENGER EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #12	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Passenger Expenses					
Administration					
Salaries & Benefits	\$ 7,180,063	\$ 6,738,726	\$ (441,337)	-6%	8%
Services & Supplies	\$ 12,281,971	\$ 7,861,144	\$ (4,420,827)	-36%	0%
Administration Subtotal	\$ 19,462,034	\$ 14,599,870	\$ (4,862,164)	-25%	0%
Operations					
Salaries & Benefits	\$ 19,720,160	\$ 19,163,281	\$ (556,879)	-3%	0%
Services & Supplies	\$ 7,112,015	\$ 4,981,541	\$ (2,130,474)	-30%	0%
Operations Subtotal	\$ 26,832,175	\$ 24,144,822	\$ (2,687,353)	-10%	0%
Capital					
Salaries & Benefits	\$ 1,909,850	\$ 631,722	\$ (1,278,128)	-67%	0%
Services & Supplies	\$ 4,094,796	\$ 1,680,726	\$ (2,414,070)	-59%	0%
Capital Subtotal	\$ 6,004,646	\$ 2,312,448	\$ (3,692,198)	-61%	0%
Total Passenger Expenses	\$ 52,298,855	\$ 41,057,140	\$ (11,241,715)	-21%	0%
Passenger (Capitalized) Expenses					
Facilities	\$ 65,293,730	\$ 58,656,846	\$ (6,636,884)	-10%	0%
Infrastructure	\$ 2,484,051	\$ 2,335,933	\$ (148,118)	-6%	0%
Equipment	\$ 2,054,136	\$ 144,910	\$ (1,909,226)	-93%	0%
Nonrevenue vehicles	\$ 971,305	\$ 538,010	\$ (433,295)	-45%	0%
Revenue vehicles	\$ -	\$ -	\$ -	0%	0%
Land	\$ 1,313,032	\$ 1,313,032	\$ -	0%	0%
Other Governments	\$ 1,139,812	\$ 1,056,891	\$ (82,921)	-7%	0%
Total Passenger (Capitalized) Expenses	\$ 73,256,066	\$ 64,045,622	\$ (9,210,444)	-13%	0%
Passenger Expenses + Capitalized	\$ 125,554,921	\$ 105,102,762	\$ (20,452,159)	-16%	0%

FREIGHT REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #12	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Revenues					
Freight					
State Operating/ Capital Grant (42341)	\$ 393,549	\$ -	\$ (393,549)	0%	0%
Caltrans	\$ 12,500	\$ -	\$ (12,500)	\$ -	0%
State Shortline Grant (42342)	\$ 399,776	\$ 153,212	\$ (246,564)	38%	0%
Freight Movement Fees	\$ 700,000	\$ 917,787	\$ 217,787	31%	0%
Leases	\$ 270,000	\$ 279,388	\$ 9,388	3%	0%
Freight Storage	\$ 104,800	\$ 157,787	\$ 52,987	51%	0%
45(g) Tax Credit & Misc. Revenues	\$ 593,000	\$ 593,449	\$ 449	0%	0%
Freight	\$ 2,473,625	\$ 2,101,623	\$ (372,002)	-15%	0%

FREIGHT EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #12	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Freight Expenses					
Administration					
Salaries & Benefits	\$ -	\$ -	\$ -		
Services & Supplies	\$ -	\$ -	\$ -		
Administration Subtotal	\$ -	\$ -	\$ -		
Operations					
Salaries & Benefits	\$ 947,674	\$ 830,498	\$ (117,176)	-12%	0%
Services & Supplies	\$ 1,118,767	\$ 679,248	\$ (439,519)	-39%	0%
Operations Subtotal	\$ 2,066,441	\$ 1,509,746	\$ (556,695)	-27%	0%
Capital					
Salaries & Benefits	\$ -	\$ 6,396	\$ 6,396	#DIV/0!	0%
Services & Supplies	\$ 607,920	\$ 256,768	\$ (351,152)	-58%	0%
Capital Subtotal	\$ 607,920	\$ 263,164	\$ (344,756)	-57%	0%
Total Freight Expenses	\$ 2,674,361	\$ 1,772,910	\$ (901,451)	-34%	0%
Freight (Capitalized) Expenses					
Facilities		\$ -	\$ -		
Infrastructure		\$ -	\$ -		
Equipment		\$ -	\$ -		
Nonrevenue vehicles		\$ -	\$ -		
Revenue vehicles		\$ -	\$ -		
Land		\$ -	\$ -		
Total Freight (Capitalized) Expenses	\$ -	\$ -	\$ -		
Freight Expenses + Capitalized	\$ 2,674,361	\$ 1,772,910	\$ (901,451)	-34%	0%

CAPITAL PROJECTS

Capital Project Report	Jun-25				
	Total Project Budget	Expended in Prior Fiscal Years	Budgeted in FY25	Remaining to be Budgeted in Future Years	Project Status
PASSENGER RAIL PROJECTS					
Extension: Windsor Civil	\$ 55,560,845	\$ 37,217,067	\$ 18,343,778	\$ -	Grand opening held June 13, 2025.
Extension: Windsor Systems	\$ 18,102,142	\$ 8,392,880	\$ 9,709,262	\$ -	Grand opening June 2025.
Extension: Windsor Pedestrian Undercrossing	\$ 4,300,000	\$ 2,127,124	\$ 2,172,876	\$ -	Construction completed as part of the Windsor Extension project.
Town of Windsor Utility Crossing	\$ 396,725	\$ -	\$ 396,725	\$ -	Completed.
Extension: Healdsburg	\$ 268,278,000	\$ -	\$ 3,250,000	\$ 265,028,000	Progressive Design-build contract under procurement.
Station: Petaluma North	\$ 14,416,187	\$ 5,131,792	\$ 9,284,395	\$ -	Station opened January 10, 2025.
SGR: McDowell Grade Crossing	\$ 4,005,892	\$ 1,521,842	\$ 2,484,050	\$ -	Work complete.
City of Petaluma North McDowell Paving Project	\$ 886,712	\$ 174,760	\$ 711,953	\$ -	Completing final punchlist items.
Pathway: Golf Course to Bellevue and Southpoint to Penngrove Construction	\$ 20,794,818	\$ 3,947,547	\$ 16,847,271	\$ -	Commissioning traffic signals. Opening pathway segments planned for fall 2025.
Pathway: Design for 7 Segments in Marin and Sonoma Counties	\$ 3,936,755	\$ 2,408,679	\$ 704,423	\$ 823,653	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Design for 5 Segments in Marin County	\$ 6,323,781	\$ 1,663,579	\$ 999,690	\$ 3,660,512	Conducting engineering design and pursuing environmental permits to prepare for construction.
Pathway: Construction for Mcinnis to Smith Ranch	\$ 4,831,381	\$ 1,721,712	\$ 3,109,669	\$ -	Construction completed.
Pathway: Joe Rodota Trail	\$ 523,862	\$ 56,108	\$ 467,754	\$ -	Awaing funding allocation.
City of Santa Rosa W. 3rd Street Grade Crossing Design	\$ 153,855	\$ 122,719	\$ 31,136	\$ -	Currently in design.
Pathway: Hanna Ranch to Vintage	\$ 6,084,521	\$ -	\$ 200,000	\$ 5,884,521	Preparing design-build bidding documents.
Pathway: Guerneville Rd to Airport Blvd Pathway Construction	\$ 14,618,729	\$ 17,325	\$ 200,000	\$ 14,401,404	Pursuing NEPA clearance.
Puerto Suello Pathway Design and Permitting	\$ 708,227	\$ -	\$ 708,227	\$ -	Design and permitting work is underway
FREIGHT RAIL PROJECTS					
Schellville Grade Crossing Repair	\$ 141,633	\$ -	\$ 141,633	\$ -	Completed in October 2024
Brazos Branch Bridge Repairs (Phase 2) - Sears Point Drainage	\$ 225,000	\$ -	\$ 225,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Wingo (Sonoma Creek)	\$ 250,000	\$ -	\$ 250,000	\$ -	In design and procuring materials.
Brazos Branch Bridge Repairs (Phase 2) - Novato Creek	\$ 132,920	\$ -	\$ 132,920	\$ -	In design and procuring materials.

INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 39,186,247
Sonoma County Investment Pool *	\$ 48,498,869
Total Cash on Hand	\$ 87,685,116
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 5,574,676
Operating Reserve	\$ 11,728,963
Capital Sinking Fund	\$ 11,317,250
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 37,991,564
Cash Balance	\$ 49,693,552
Less: Current Encumbrances	\$ -
Balance	\$ 49,693,552
Less: Estimated FY25 Year-end Fund Balance	\$ (61,508,650)
Remaining Balance	\$ (11,815,098)
* Doesn't include trustee accounts	



Contract Summary

PASSENGER RAIL

Active contracts as of 6/30/2025

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
A.J. Janitorial Service	Janitorial Services for all Stations Roblar, ROC and Fulton	\$ 9,140	\$ 9,140
AFAF Translations, LLC	As-Needed Oral & Document Translation Services	\$ 2,000	\$ 1,545
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 45,000	\$ 39,994
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 50,000	\$ -
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 50,000	\$ 20,511
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 37,000	\$ 35,733
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 2,575	\$ 2,275
Atlas CopCo Compressors, LLC	Air Compressor Maintenance Services	\$ 4,489	\$ 4,475
Bach Simpson, a Division of Wabtec Canada, Inc.	Overhaul Services of Event Recorder Units	\$ 54,000	\$ 26,360
Balloon Specialities, LLC	Balloons for Station and Pathway Openings	\$ 2,164	\$ 2,164
BBM Railway Equipment, LLC	Inspect, Certify, and Repair Jacks and Stands	\$ 12,385	\$ 12,385
BKF Engineers	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 273,662	\$ 91,937
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 45,000	\$ 35,312
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,436	\$ 11,436
Bureau Veritas Technical Assessments, LLC	Equal Access and ADA Consulting	\$ 25,000	\$ 2,106
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 13,000	\$ -
Charlie Gesell Photography	Photography Services for Petaluma North & McInnis Pathway Openings	\$ 3,175	\$ 3,175
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 7,773	\$ -
City Towel & Dust Services, Inc. DBA Sunset Linen & Uniform	Laundry, Pressing, and Related Services for SMART-Owned Uniforms	\$ 21,723	\$ 986
Clean Solutions Services Inc.	Janitorial and Custodial Services for SMART's Stations, Offices, and Park & Ride Lots	\$ 137,885	\$ 116,305
CocoConsult, LLC	Alternate Construction Project Delivery Advisory Services, Cost Estimation and Negotiation Services	\$ 399,752	\$ 226,538
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 567,433	\$ 497,806
Construction Testing Services	Construction Materials Testing Support Services	\$ 189,625	\$ 17,312
Cooperative Personnel Services dba CPS HR Consulting	Employee Recruiting Services	\$ 81,000	\$ 75,000
Craft & Commerce	Marketing and Community Outreach Services and Support	\$ 93,000	\$ -
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 683,104	\$ 505,425
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 382,800	\$ 229,381
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 1,800	\$ 1,650
Defense Block Security	Security and Patrol Services	\$ 5,360	\$ 5,135
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,720
Dudek	Biological and Cultural Resource Monitoring	\$ 195,000	\$ -
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 13,341
Eide Bailly LLP	Financial Audit Services	\$ 61,110	\$ 59,100
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 13,373	\$ 12,810
Fairbank, Maslin, Maullin, Metz & Associates	Consultant Services for Survey and Public Opinion Research	\$ 45,000	\$ 45,000
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - SoCo Pathway	\$ 20,000	\$ 6,097
Fehr & Peers	Comprehensive Quality of Life and Impact Assessment	\$ 413,113	\$ 216,661
FinQuery (formerly LeaseQuery, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 11,735	\$ 11,735
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 1,250	\$ 1,250
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 55,000	\$ 27,540
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 30,000	\$ 2,107
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	\$ 3,077,714	\$ 3,077,714
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 81,689	\$ 79,052
GP Crane & Hoist	Cal/OSHA Inspection Services	\$ 5,995	\$ 5,995
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 13,503	\$ 13,503
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 62,355	\$ 41,309
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 17,425	\$ 16,474
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 120,000	\$ 26,265
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 12,570	\$ 3,051
Heartwood Studios, Inc. DBA Heartwood. Inc.	Online Rail Simulation Courses	\$ 1,995	\$ 1,995
Holland Company	Track Geometry and Measurement Services	\$ 24,000	\$ 24,000
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 19,713	\$ 17,544

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Integrated Security Controls, Inc.	On-Call CCTV Maintenance Support	\$ 30,258	\$ 22,667
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 264,880	\$ 223,477
Khouri Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 120,000
Leete Generators	Generator Inspection and Maintenance Services	\$ 2,602	\$ 1,457
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 65,000	\$ 758
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 1,400	\$ 650
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 66,250	\$ 61,500
MaxAccel	FRA Regulatory Compliance Software	\$ 32,168	\$ 32,168
MaxAccel	Learning Management System	\$ 16,289	\$ 16,289
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$ 40,000	\$ 40,000
Mission Linen Supply	Employee Uniform Rentals	\$ 36,077	\$ 32,691
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 9,025	\$ 700
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 62,137	\$ 62,075
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 9,213,860	\$ 8,523,062
Modern Railway Systems, Inc.	Real Time Train Arrival Digital Signage for Train Platforms	\$ 477,429	\$ 473,717
MuniServices, LLC	Sales Tax Recovery Services	\$ 30,000	\$ 19,642
Netspeed Solutions	Avaya Phone System Support Services	\$ 4,800	\$ 4,800
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 3,260	\$ 2,952
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,534,020	\$ 1,534,020
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 378,908	\$ 375,691
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 35,000	\$ 11,885
Olson Remcho	Legal Advisory Services on Ordinances and Retail Sales and Use Tax	\$ 20,000	\$ 158
Oracle	Fusion ERP System	\$ 329,413	\$ 329,413
Pape Machinery, Inc.	Equipment Repair and Related Services	\$ 7,507	\$ 7,507
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$ 25,000	\$ 14,150
PFM Financial Advisors, LLC	Financial Advisory Services	\$ 5,000	\$ -
Pitney Bowes, Inc.	Lease for Mail Machine	\$ 701	\$ 549
Pivotal Vision, LLC	Security Software Licensing / Rail Network	\$ 2,750	\$ 2,750
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$ 271,543	\$ 264,558
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 44,932	\$ 16,634
Precision Wireless	Installation of Lightbar and Related Equipment	\$ 2,712	\$ 2,590
Quality Sprayers	Vegetation Control and Related Services	\$ 87,276	\$ 82,666
RSE Corporation	Civil Engineering, Design, and Land Surveying	\$ 42,500	\$ 24,488
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 152,000	\$ 123,134
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 67,000	\$ 67,000
Southern Tire Mart	Tire Recapping and Repair for Mobile Excavator	\$ 5,627	\$ 5,586
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 225,808	\$ 225,808
Square Signs LLC dba Front Signs	System-Wide Pathway Wayfinding Signage	\$ 601,365	\$ 601,365
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 20,043,492	\$ 19,599,037
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 26,568,670	\$ 25,987,103
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 651,395	\$ 646,707
Sue Evans	Title Investigation Support Services	\$ 23,493	\$ 22,230
Survival CPR & First Aid, LLC	Active Shooter Training and Related Services	\$ 2,970	\$ 2,079
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 7,368
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 21,592	\$ 21,349
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 17,400	\$ 17,062
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ 6,200
Tom Hehir dba Aspire Consulting	Leadership and Development Workshop Services	\$ 24,266	\$ 23,934
Toshiba America Business Solutions, Inc.	Printer Lease and Maintenance Agreement No 450-046953-000	\$ 32,494	\$ 20,822
TRC Engineers, Inc.	Construction Management Support Services	\$ 413,197	\$ 341,394
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 39,080	\$ 36,490
Triangle Properties, Inc.	Helen Putnam Riparian Mitigation	\$ 523,270	\$ 436,297
Triangle Properties, Inc.	Windsor Creek Riparian Enhancement	\$ 41,932	\$ 30,244
Triangle Properties, Inc.	Riparian Enhancement Project at Crane Creek Poppy Drainage	\$ 24,097	\$ 12,073
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$ 4,550	\$ 4,550
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rentals for Grand Openings and Groundbreakings	\$ 5,648	\$ 5,648
United Construction Management Corp	Construction Management Support Services	\$ 160,083	\$ 32,525
Urban Transportation Associates	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$ 18,178	\$ 14,793
UTCRA	Wheel Pressing Services	\$ 50,400	\$ 25,200
Van Scoyoc Associates	Federal Lobbying Services	\$ 60,000	\$ 60,000

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
VenTek Transit Inc.	Installation of SMART-Owned Transit Card Vending Machines	\$ 32,178	\$ 16,089
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 9,000
Ward Levy Appraisal Group, Inc.	Real Estate Appraisals and Related Services	\$ 4,950	\$ 4,950
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$ 5,580	\$ 3,450
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 120,543	\$ 120,543
	TOTAL	\$ 70,743,137	\$ 66,514,044

FREIGHT RAIL

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Cathcart Rail Holdco, LLC dba Cathcart Field Services, LLC	Running Repair Agent Inspection and Maintenance Services	\$ 1,675	\$ 1,675
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 6,000	\$ 4,760
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 48,200	\$ 48,086
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 564	\$ 210
Holland Company	Track Geometry and Measurement Services	\$ 12,000	\$ 12,000
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 994	\$ 994
Lambertus J. Verstegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 32,173	\$ 32,173
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$ 15,035	\$ 15,035
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 64,802
Quality Sprayers	Vegetation Control and Related Services	\$ 52,000	\$ 51,999
Southern Tire Mart, LLC	Tire Recapping and Repair for Mobile Excavator	\$ 5,627	\$ 5,586
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 87,162	\$ 79,182
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 39,291	\$ 35,831
Summit Signal, Inc.	Signal and Crossing Support Services for Planned Caltrans Paving Project along Hwy 12/121	\$ 4,060	\$ 3,370
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 2,400	\$ 2,165
	TOTAL	\$ 395,506	\$ 356,194

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of 6/30/25



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

August 20, 2025

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

SUBJECT: Revise Resolution Number 2025-08 Authorizing the Annual Filing of SMART's State Transit Assistance Application in Fiscal Year 2025-2026 Budget

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution Number 2025-22 authorizing the filing of SMART's annual application for State Transit Assistance in the amount of \$4,161,082, increasing SMART's application by \$800,000.

SUMMARY:

On May 21, 2025, the Board of Directors approved Resolution 2025-08 State Transit Assistance (STA) Program Funding for Operations, authorizing SMART to submit an STA application in the amount of \$3,361,082.

At its July 16 meeting, the Board of Directors heard an informational presentation on SMART's participation in the Marin-Sonoma Coordinated Transit Service Plan (MASCOTS). As noted in that presentation, SMART is slated to increase trips by 19%. To address the increased costs associated with startup and the first three months of increased service, the Metropolitan Transportation Commission has allocated \$800,000 in STA funds which will flow to SMART through the Sonoma County Transportation and Climate Authorities (SCTCA) Coordinated claim. This resolution reflects that updated distribution.

FISCAL IMPACT: This action will increase the revenue budgeted to operations by \$800,000. The \$800,000 is reflected in Budget Amendment #2.

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

Sincerely,

/s/
Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Resolution Number 2025-22

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AUTHORIZING THE SUBMITTAL OF A CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS AND DESIGNATION OF THE GENERAL MANAGER AND/OR CHIEF FINANCIAL OFFICER AS THE AUTHORIZED AGENTS TO SUBMIT AND EXECUTE ALL REQUIRED DOCUMENTS FOR STATE TRANSIT ASSISTANCE FUNDS ON BEHALF OF THE DISTRICT FOR FISCAL YEARS 2025-2026

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) is an eligible project sponsor and may receive funding from State Transit Assistance (STA) Funds, including STA Revenue Funds (PUC 99314) and STA Population Funds (PUC 99313) for transit projects; and

WHEREAS, the state and regional statutes related to these state transit funds require implementing agencies to abide by various state and regional regulations; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is the regional agency responsible for disbursement of STA funds, including STA Revenue Funds apportioned by the State Controller's Office; and

WHEREAS, MTC has developed guidelines for the purpose of administering and distributing STA funds to eligible project sponsors, described in MTC's Annual Fund Application Manual; and

WHEREAS, the State Controller's Office has apportioned \$2,094,129 in STA Revenue funds available for SMART to claim for Fiscal Year 2025-2026; and

WHEREAS, MTC delegates prioritization of STA Population Funds to the County Transportation Agencies and the transit operators within those counties; and

WHEREAS, the Sonoma County Transportation and Climate Authorities (SCTCA) and the Transportation Authority of Marin (TAM) have established procedures to apportion funds to transit operators within each county, including apportionment of STA Population Funds to SMART; and

WHEREAS, SCTCA has apportioned \$1,044,909 available to claim in Fiscal Year 2025-2026 and TAM has apportioned \$222,044 available to claim in Fiscal Year 2025-2026 by SMART; and

WHEREAS, SMART's participation in Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) includes an additional \$800,000 for Fiscal Year 2025/26 from MTC through SCTCA; and

WHEREAS, MTC receives those recommended apportionments of STA Population funds and disburses those funds along with STA Revenue Funds directly to transit operators; and

WHEREAS, SMART's Board wishes to delegate authorization to submit and execute all required STA claim documents and any amendments thereto to the SMART General Manager and Chief Financial Officer; and

WHEREAS, SMART wishes to utilize STA Revenue and STA Population apportionments to implement the SMART Rail Operations Project for Fiscal Year 2025-2026;

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

1. Authorizes the submittal of the SMART Rail Operations Project claim for State Transit Assistance Revenue and Population funds in the amount of \$4,161,082 to the Metropolitan Transportation Commission for Fiscal Year 2025-26; and
2. Agrees to comply with all conditions and requirements set for in MTC's Annual Fund Application Manual and applicable statutes, regulations and guidelines for all State Transit Assistance funded transit projects; and
3. Designates SMART's General Manager and/or Chief Financial Officer to be authorized to execute all required documents of the State Transit Assistance program and any Amendments thereto with the Metropolitan Transportation Commission which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20th day of August 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chris Coursey, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

August 20, 2025

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

SUBJECT: Approve Agreement No. FR-BB-25-001 with Railworks Track Systems, LLC for Brazos Railroad Timber Bridge Repairs - Phase 2 in the amount of \$604,235

Dear Board Members:

RECOMMENDATION:

Adopt Resolution No. 2025-23, authorizing the General Manager to execute Agreement No. FR-BB-25-001 with Railworks Track Systems, LLC for Brazos Railroad Timber Bridge Repairs - Phase 2 in the amount of \$604,235

SUMMARY:

This construction contract repairs three (3) timber trestle bridges on the Brazos freight railroad branch between Novato and the Schellville Depot. The repairs are needed due to wear and tear over many years. The work includes repairing or replacing stringers, reconstructing frame bents, repairing walkways and railings.

These timber bridges are old and have been exposed to the elements for many years. These three timber trestles are the highest priority (in the poorest condition) as identified in the last annual bridge inspection report.

The three locations within this contract include:

1. MP B26.26 Novato Creek: Replace stringers.
2. MP B34.22 Sears Point Creek: Replace ties.
3. MP B37.76 Wingo Bridge (Sonoma Creek): Replace stringers, post piles, frame bents.

SMART issued an Invitation for Bid on May 27, 2025, to procure a Contractor to complete the required work. SMART received two bids on July 8, 2025. Railworks Track Systems, LLC submitted the lowest responsive and responsible bid.

Staff recommends adopting Resolution 2025-23 authorizing the General Manager to execute Contract No. FR-BB-25-001 Brazos Railroad Timber Bridge Repairs - Phase 2 with Railworks Track Systems, LLC in an amount of \$604,235.

FISCAL IMPACT: Budget for this work is included in Budget Amendment #2 which is being presented to the Board of Directors for adoption at the August 20, 2025, meeting.

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

Very truly yours,

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

cc: Heather McKillop

Attachment(s):

- 1) Resolution Number 2025-23
- 2) Agreement FR-BB-25-001

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. FR-BB-25-001 WITH RAILWORKS TRACK SYSTEMS, LLC FOR BRAZOS RAILROAD TIMBER BRIDGE REPAIRS – PHASE 2

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) owns the track between Novato to just east of the Napa River (Brazos Branch); and

WHEREAS, SMART issued an Invitation for Bid on May 27, 2025, to procure a Contractor to make repairs to three timber bridges on the Brazos Branch; and

WHEREAS, SMART received two (2) bids on July 8, 2025; and

WHEREAS, SMART determined that Railworks Track Systems, LLC was the lowest responsive and responsible bidder; and

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

1. The forgoing Recitals are true and correct and are incorporated herein and form a part of this Resolution.
2. Authorize the General Manager to execute Contract No. FR-BB-25-001 with Railworks Track Systems, LLC, for an amount of \$604,235.00

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20th day of August 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chris Coursey, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District

**DOCUMENT 00 52 00
AGREEMENT FOR CONTRACTOR SERVICES**

This agreement (“Agreement”), dated as of August 20, 2025 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District, a Special District of the State of California (hereinafter “SMART”), and RailWorks Partners LP dba RailWorks Track Systems, LLC, whose place of business is located at 5 Penn Plaza, 15th Floor, New York, NY 10001 (hereinafter “Contractor”).

**BRAZOS RAILROAD TIMBER BRIDGE REPAIRS – PHASE II
CONTRACT # FR-BB-25-001**

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

A G R E E M E N T

ARTICLE 1. LIST OF EXHIBITS

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

- (a) Exhibit A: Schedule of Rates
- (b) Exhibit B: State of California Requirements

ARTICLE 2. WORK.

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

ARTICLE 3. NOTICES TO SMART.

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

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

Project Manager: John Riley
Phone: 707-794-3070
Email: jriley@sonomamarintrain.org

ARTICLE 4. CONTRACT TIME AND LIQUIDATED DAMAGES.

Section 4.01 Contract Time and Notice to Proceed. This project is expected to take no more than seven (7) working days. The Contract Time allotted is one hundred and eighty (180) calendar days.

Contract Time (the period between the start date identified in the Notice to Proceed with construction and the Substantial Completion date identified in the Notice to Proceed or as subsequently amended by a Change Order) commences on the date established in the Notice to Proceed. SMART reserves the right to modify or alter the Commencement Date of the Work. SMART may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Substantial Completion of the project within one hundred and fifty (150) calendar days from the date the Notice to Proceed is issued.

Contractor shall achieve full project completion and final invoicing of the project within one hundred and eighty (180) calendar days following the date the Notice to Proceed is issued.

Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 01770 (Contract Closeout).

Section 4.02 Liquidated Damages. SMART and contractor recognize that time is of the essence of this Agreement and that SMART will suffer financial loss (see Paragraph 3.3 below), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 14 of Document 00 70 00 - General Conditions, Contractor and SMART agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by SMART because of a delay in completion of all or any part of the Work. Accordingly, SMART and Contractor agree that as liquidated damages for delay Contractor shall pay SMART:

- a) \$204.95 per hour for each hour that freight service is interrupted. The per hour liquidated damage rate will be assessed on an hourly basis for the first eight hours of delay. The per hour rate will be on whole hour increments and is rounded up to the next hour.

- b) If freight service is interrupted for more than 8 hours in a given day, a per day liquidated damage assessment of \$4,918.89 will apply instead of the per hour liquidated damage rate.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by SMART as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues, or damages suffered by others who then seek to recover their damages from SMART (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. CONTRACT SUM.

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

Total Contract Sum: \$604,235.00

The Contract Sum includes all allowances (if any).

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

ARTICLE 6. CONTRACTOR REPRESENTATIONS.

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

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

Section 6.02 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 - General Conditions of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified,

Contractor does not and shall not rely on any other information contained in such reports and drawings.

Section 6.03 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00 52 00 - Agreement) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 70 00 - General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

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

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

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

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

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

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.
No Subcontractors	N/A	N/A

Section 6.09 Contractor has designated **Jerry Paul Onhiser, Project Manager**, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated **Ken Parkus, Superintendent**, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific

RailWorks Partners LP dba RailWorks Track Systems, LLC

Document 00 52 00 - Agreement

FR-BB-25-001

functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to SMART, but Contractor is limited to two representatives.

Project Manager:	Jerry Paul Onhiser	Superintendent:	Ken Parkus
Phone:	330-720-5126	Phone:	678-373-9805
Email:	jonhiser@railworks.com	Email:	kparkus@railworks.com

ARTICLE 7. CONTRACTOR DOCUMENTS.

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

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

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

ARTICLE 8. INSURANCE.

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

Section 8.01 Workers' Compensation Insurance. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Section 8.02 General Liability Insurance. Commercial General Liability insurance covering products-completed and ongoing operations, property damage, bodily injury and personal injury using an occurrence policy form, in an amount no less than \$5,000,000 per occurrence. Said insurance shall remain in effect for five (5) years after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards.

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

Section 8.03 Automobile Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$5,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall also include a CA 20 70 10 13 endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of any railroad bridge, trestle, track, roadbeds, tunnel, underpass or crossing.

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

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage. There shall be no 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 8.05 Railroad Protective Liability Insurance. Prior to commencement of construction activities, Contractor shall procure and maintain Railroad Protective Liability insurance, in SMART's name, with limits of liability of no less than \$5,000,000 per occurrence, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. The additional named insureds shall be the Sonoma-Marín Area Rail District.

Section 8.06 Endorsements. Prior to commencing work, Contractor shall file Certificate(s) of Insurance with SMART evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- (a) SMART, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Insurance policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- (b) Additionally, SMART, its officers, and employees shall be named as additional insured on all other policies listed above, with the exception of the workers compensation insurance policy (as applicable).
- (c) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (d) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Contractor. Said policy shall protect Contractor and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (e) 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.
- (f) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A.M. Best Company rating of A VII or better. Such insurance company shall be authorized to transact business in the state of California. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of SMART, warrant such increase. Contractor shall increase required insurance amounts upon direction by SMART.

Section 8.07 Deductibles and Retentions. Contractor shall be responsible for payment of any insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. Contractor shall also be responsible for the payment of all deductibles or retention on Contractor's policies without right of contribution from SMART.

Section 8.08 Injuries. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from SMART under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from SMART, SMART may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no

compensation is due. If SMART is compelled to pay compensation, SMART may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse SMART.

Section 8.09 Subcontractor Responsibility. Contractor shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure SMART is named additional insured on insurance required from subcontractors.

Section 8.10 Claims Made Coverage. If any insurance specified above is written on a claims-made coverage form, Contractor shall:

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

Section 8.11 Documentation. The following documentation shall be submitted to SMART:

- (a) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. At SMART’s request, Contractor shall provide certified copies of the policies that correspond to the policies listed on the Certificates of Insurance. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current endorsements evidencing the above-specified requirements on file with SMART for the duration of this Agreement.
- (c) After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

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

Section 8.12 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section 8.13 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. SMART, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, SMART may purchase such required insurance coverage, and without further notice to Contractor, SMART may deduct from sums due to Contractor any premium costs advanced by SMART for such insurance. These remedies shall be in addition to any other remedies available to SMART.

Section 8.14 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 9. MISCELLANEOUS.

Section 9.01 Terms and Abbreviations. Terms and abbreviations used in this Agreement are defined in Document 00 70 00 - General Conditions and Section 01420 (References and Definitions) and will have the meaning indicated therein.

Section 9.02 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. If paper meets the 30 percent requirement, the recycling logo should be printed on the project.

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

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

Section 9.05 Assignment of Rights to Awarding Body. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works

contract or the subcontract. This assignment shall be made and become effective at the time SMART tenders final payment to Contractor, without further acknowledgment by the parties.

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

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

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

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

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

Section 9.07 Licensing Laws. The Contractor and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Contractor Licenses in the State of California. The Contractor shall provide such subcontractor information, including the class type, license, number, and expiration date to SMART.

Section 9.08 California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). Throughout this agreement, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets

including, without limitation, the Certificates of Reported Compliance (“CRCs”), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep, or maintain pursuant to the Regulation upon two (2) calendar days’ notice from SMART. Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation.

Section 9.09 Drug-Free Workplace. Contractor certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 9.10 Continuation of Work. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

Section 9.11 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 9.12 Claims Procedures. Contractor accepts the claims procedure established by Article 12 of Document 00 70 00 - General Conditions, as established under Section 930.2 of the California Government Code.

Section 9.13 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 9.14 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise

contained in this Agreement.

Section 9.15 Use of SMART Name and Logo Restrictions. Contractor is prohibited from using SMART's name and logo unless expressly authorized herein or by written authorization from SMART's legal counsel.

Section 9.16 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 9.17 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR: RAILWORKS TRACK SYSTEMS, LLC

By: _____
Michael Rood, General Manager

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A SCHEDULE OF RATES

BASE PROJECT					
ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL ITEM PRICE
1	Bridge Repair MP B26.26 Novato Creek	1	LS	\$57,246.00	\$57,246.00
2	Bridge Repair MP B34.22 Sears Point	1	LS	\$162,003.00	\$162,003.00
3	Bridge Repair MP B37.76 Wingo (Base Work includes 2 Stringers)	1	LS	\$239,820.00	\$239,820.00
4	Bridge Repair MP B37.76 Wingo (Install additional 30 stringers)	1	LS	\$145,166.00	\$145,166.00

GENERAL INFORMATION

LS = Lump Sum

Costs are in United States Dollars

The above costs include all labor, supervision, equipment, materials, supplies, mobilization and demobilization costs, waste disposal, insurance, overhead, profit, and all other direct and indirect costs associated with performing the work included in this Agreement.

ITEM DESCRIPTIONS:

1. Item 1: Bridge Repair MP B26.26 Novato Creek

All work and hardware to remove and replace six (6) each, new owner-supplied timber stringers.

2. Item 2: Bridge Repair MP B34.22 Sears Point

All work and hardware to remove and replace thirty-six (36) each, new owner-supplied timber ties. Work includes removing existing bridge walkway and delivering metal grating walkway material to SMART yard for reuse.

3. Item 3: Bridge Repair MP B37.76 Wingo (Base Work includes 2 Stringers)

All work and hardware to repair timber bents, replace two (2) each stringers, and repair timber sway bracing.

4. Item 4: Bridge Repair MP B37.76 Wingo (Install additional 30 stringers)

All work and hardware to remove and replace additional thirty (30) each, owner-supplied timber stringers.

EXHIBIT B

STATE OF CALIFORNIA REQUIREMENTS

1. General.

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

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

2. Access To Records and Reports.

Applicability: All Contracts

Contractor shall comply with the following requirements:

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

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

(c) Access to Records. The Contractor agrees to provide access to SMART, the State of California, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor shall also permit SMART, the State of California, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement.

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

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

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

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

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

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

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

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

3. **ADA Access**

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

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the State of California, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project or Services.

4. **Civil Rights.**

Applicability: All Contracts

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53,

- prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract.

5. Clean Water Act

Applicability: All Contracts > \$150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to SMART and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

6. Contract Work Hours and Safety Standards Act.

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

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

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

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

7. Davis Bacon Act and Copeland Anti-Kickback Act

Applicability: All Construction Contracts > \$2,000

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

8. Debarment and Suspension

Applicability: All Contracts > \$25,000

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- i. Debarred from participation in any federally assisted Award;
- ii. Suspended from participation in any federally assisted Award;
- iii. Proposed for debarment from participation in any federally assisted Award;
- iv. Declared ineligible to participate in any federally assisted Award;
- v. Voluntarily excluded from participation in any federally assisted Award; or
- vi. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by SMART. If it is later determined by SMART that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Applicability: All Contracts

- a) SMART, Contractors, and Subcontractors are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced

or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

10. Restrictions on Lobbying

Applicability: All Contracts > \$100,000

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal

grant;

- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

11. Safe Operation of Motor Vehicles.

Applicability: All Contracts

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or SMART.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents,

a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Procurement of Recovered Materials

Applicability: All Contracts > \$10,000

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

13. Special DOL EEO Clause

Applicability: All Construction Contracts > \$10,000

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

14. Termination.

Applicability: All Contracts > \$10,000

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

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

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

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

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

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

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

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

(f) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, SMART may terminate this contract for default. SMART shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, SMART may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to SMART resulting from the Contractor's refusal or failure to complete the work within

specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by SMART in completing the work.

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

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

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

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

15. Violation and Breach of Contract.

Applicability: All Contracts

Rights and Remedies of SMART

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

Rights and Remedies of Contractor

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

Remedies

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

Disputes

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

Performance during Dispute

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

Claims for Damages

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

16. Conformance with National ITS Architecture

Applicability: All ITS Contracts

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

17. Severability

Applicability: All Contracts

The Contractor agrees that if any provision of this Agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to State of California laws, regulations, requirements, and guidance will continue in effect.

18. Trafficking in Persons

Applicability: All Contracts

The contractor agrees that it and its employees that participate in this contract, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
- (b) Procure a commercial sex act during the period of time that the contract is in effect;
or
- (c) Use forced labor in the performance of the contract or subagreements thereunder.

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

Applicability: All Research and Development Contracts

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

20. Domestic Preferences for Procurements

Applicability: All Contracts

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

For the purposes of this section:

1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) “Manufactured products” means items and construction materials composed in whole

or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Whistleblower Protections

Applicability: All Contracts

An employee of the Contractor or Subcontractor must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Contractor and their subcontractors must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.



INVITATION FOR BID

FOR

**BRAZOS RAILROAD TIMBER BRIDGE REPAIRS –
PHASE II**

SOLICITATION NO. FR-BB-25-001

Sonoma-Marín Area Rail Transit District (SMART)
5401 Old Redwood Hwy., Ste. 200
Petaluma, CA 94954

Issue Date: May 27, 2025

Deadline for Bids: July 1, 2025 at 2:00pm (Pacific)

Table of Contents

1.	NOTICE INVITING BIDS	4
1.1	Overview	4
1.2	Completion Timeline	8
1.3	Minimum Requirements	9
1.4	Prevailing Wage Requirements	9
1.5	Department of Industrial Relations (“DIR”) Registration	10
1.6	California Air Resources Board (“CARB”) Requirements	10
1.7	Bid Guaranty	10
1.8	Contract Bonds	11
1.9	Retention	12
1.10	Insurance Requirements	12
1.11	Equal Employment Opportunity	12
1.12	Procurement Schedule	13
1.13	Pre-Bid Meeting Information	13
1.14	Public Bid Opening Information	13
1.15	Bidder Questions and Clarification Requests	14
1.16	Brand or Approved Equal Substitutions	15
1.17	Addenda	16
2.	INSTRUCTIONS TO BIDDERS	16
2.1	Bid Submission Process	16
	PART A. BID FORM	17
	PART B. QUESTIONNAIRE & FINANCIAL STATEMENT	17
	PART C. REQUIRED CERTIFICATES AND FORMS	17
2.2	Conditions of Bid	17
2.3	Modifications to a Bid prior to Due Date	17
2.4	Cost of Bidding	17
2.5	Bid Irregularities and Discrepancies	18
2.6	Multiple Bids	18
2.7	Relief of Bidders	18
2.8	General Bid Information	18
2.9	Warranty of Title	19
2.10	Warranty of Fitness	19
2.11	Non-Collusion Certification	19
3.	BID EVALUATION	19
3.1	Responsiveness Evaluation	19
3.2	Responsibility Evaluation	20
3.3	Single Bid Response	21
4.	AWARD	21
4.1	No Obligation to Award	21
4.2	Award	21
4.3	Execution of Contract	21

4.4	Failure to Execute Contract	21
4.5	Notice to Proceed	22
4.6	Release of Information	22
5.	PROTEST PROCEDURES.....	22
6.	LEGAL, CONTRACTUAL, AND FINANCIAL INFORMATION	22
6.1	Bid and Accompanying Documents	22
6.2	Conflict of Interest	23
6.3	Economic Sanctions	23
6.4	Confidentiality	23
6.5	Public Disclosure	24
7.	EXISTING SITE CONDITIONS	24
7.1	General Information	24
7.2	Reports and Information.....	25
7.3	Use of Information on Existing Conditions	25
7.4	Limited Reliance Permitted on Certain Information	26
7.5	Investigations	27
8.	DISTRICT'S RESERVATION OF RIGHTS	27

The following Attachments and Forms are incorporated into this Invitation for Bid:

ATTACHMENTS

Attachment A:	Document 00 52 00 - Agreement for Contractor Services
Attachment B:	Document 00 70 00 – General Conditions
Attachment C:	General Requirements
Attachment D:	Technical Plans and Specifications
Attachment E:	Bid Forms
	<ul style="list-style-type: none"> • FORM BF: Bid Form • FORM QF: Questionnaire and Financial Statement • FORM BB: Bidder's Bond • Document 00 63 25: Substitution Request • Document 00 61 13.16: Payment Bond • Document 00 61 13.13: Performance Bond • FORM EA: Escrow Agreement for Security Deposits in Lieu of Retention

1. NOTICE INVITING BIDS

Pursuant to Public Contracts Code Section 22000, the Sonoma-Marín Area Rail Transit District (hereinafter “SMART” or “District”) has elected to participate in the Uniform Construction Cost Accounting sealed Bidding procedures process.

NOTICE IS HEREBY GIVEN that SMART will receive sealed bids for the following project:

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS – PHASE II Solicitation No. FR-BB-25-001

The Sealed Bids are subject to the terms, conditions, specifications, and provisions, set forth herein.

Bid Documents will be made available on SMART’s Procurement Portal located at <https://sonomamarintrain.bonfirehub.com> and can be downloaded at no cost.

1.1 Overview

A. Background

The Sonoma-Marín Area Rail Transit District (SMART) is a Special District within the State of California that owns, maintains, and operates passenger rail service in Sonoma County and Marin County. In addition to passenger rail service, SMART is a common carrier that owns and operates freight rail services within Sonoma County, Marin County, and Napa County.

B. Project

1. Overview

SMART is seeking Sealed Bids from licensed, qualified, and experienced contractors to repair three (3) railroad timber bridges on the Brazos junction (SMART’s Freight Line).

Scope of work includes posting or repair of piles, repair or replacement of stringers, reconstruction of frame bents, walkway removal, replacement of bolts, replacement of chords, and debris removal and disposal. The Metal walkway grating shall be delivered to the SMART Schellville Yard.

Contractor shall repair timber bridges listed per the plans and specifications as listed below and per Attachment D – Technical Specifications and Plans.

The general scope of work per bridge is as follows:

- a. MP B26.26 Novato Creek: Replace timber stringers.
- b. MP B34.22 Sears Point Creek: Remove walkway, replace timber ties.
- c. MP B37.76 Wingo Bridge (Sonoma Creek): Replace timber stringers, Frame timber bents.
- d. Additive Alternate MP B37.76 Wingo Bridge (Sonoma Creek): Replace additional 30 timber stringers.

All work performed and materials furnished shall comply with AREMA Standards and Specifications.

Reference material specifications in Attachment D- Technical Specifications and Plans.

Owner Furnished Materials

Contractor will use District furnished material, which is stored at the SMART Schellville Freight Yard located at the intersection of Highway 12/121 and 8th Street near the town of Sonoma (1480 Highway 121, Sonoma CA 95476.

Below is the list and quantity of Owner-Furnished Materials:

Material	Quantity
17.5" x 8" x 31'	7
17.5" x 8 x 30'	3
16.5" x 8" x 30'	33
7.5" x 4" x 18'	13

Contractor is responsible for transporting material to the work sites and confirming quantities and dimensions.

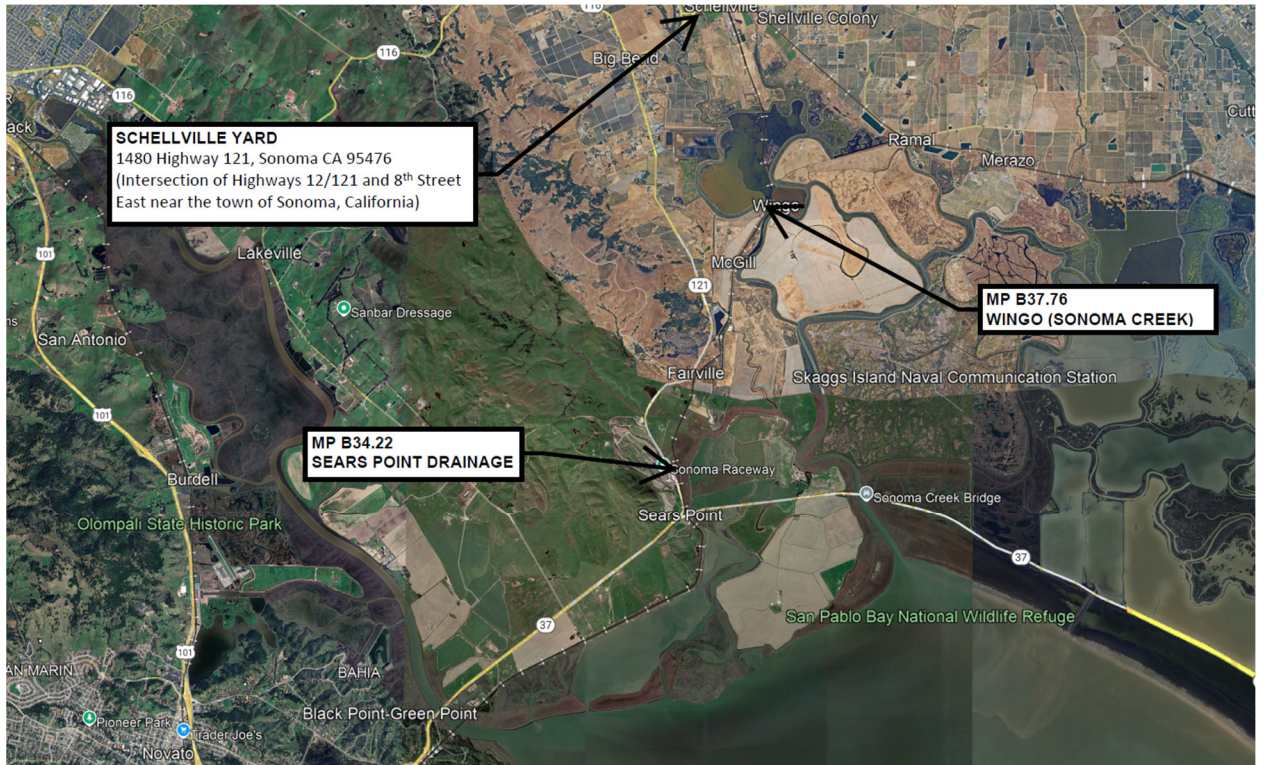
Note: Bidders shall confirm all Owner-Furnished material during the bidding process using the bidder question and answer process identified in Section 1.15 "Bidder Questions and Clarification

Requests". If Bidder's note any discrepancy in the specifications or materials, they shall submit a question or clarification using this process so that SMART can review and correct as needed.

2. Work Location

This work will occur at three existing bridge locations along the SMART Brazos Junction. The work location generally begins North of the Highway 37 crossing and South of the Highway 12/121 crossing in Sonoma County, California.

The bridges are located at Brazos Junction MP B26.26 Novato Creek, MP B34.22 (Sears Point Bridge) and MP B37.76 (Sonoma Creek aka Wingo Bridge). See below map:



3. Work Hours

This work is anticipated to be conducted during daytime work hours 7:00AM to 7:00PM (Pacific). Contractor may opt to work weekends due to non-residential remote locations.

4. Site Access

e. Bridge Access

- i. The bridges are accessible from the track, and the track is accessible from multiple public road crossings and the SMART Schellville Freight Depot yard.
- ii. Several of the bridges are also accessible from adjacent roadways. Contractor shall coordinate access from adjacent roadways, as necessary.

f. Track Access

- i. Contractor shall coordinate track access with SMART's Freight Operations department to accommodate the work without disrupting freight traffic.
- ii. Freight traffic is typically twice a week along the Brazos Junction at varying times.
- iii. The track is accessible from multiple public road crossings and the Schellville Freight Depot Yard.

5. Permits:

No environmental permits are required for this work. Contractor shall implement standard best management practices to protect the environment.

Contractor shall obtain daily Track Access Permits from SMART Operations Department for the work within the right of way.

C. General Information

1. Roadworker Protection Training

Work will be performed within an active railroad right-of-way. Contractor's employees and subcontractor's employees who will be working onsite must complete the railroad operations and safety training before being permitted to work within the railroad right-of-way. The cost of the online training is approximately \$30.00 per person. SMART will provide a link to the training program upon execution of the contract.

2. Engineer's Estimate

The Engineer's Estimate is \$563,000, which includes the additive bid item.

3. Funding

This Agreement is funded using State of California and Local Funds. Contractor shall comply with all applicable laws and regulations while performing work under the Agreement.

4. DBE & SBE Participation Strongly Encouraged

This contract does not have a DBE or SBE goal requirement; however, SMART is committed to ensuring full and open competition and equitable treatment of all potential proposers and encourages Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) participation in its contracts.

DBE Directory: <https://dot.ca.gov/programs/civil-rights/dbe>

SBE Search:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

5. eProcurement Portal

The Sonoma-Marin Area Rail Transit District (SMART) conducts its solicitation and procurement process electronically through a dedicated Procurement Portal located at <https://sonomamarintrain.bonfirehub.com>. Please be sure to register your company in order to obtain all bid documents, communicate with SMART, access addenda, receive notifications, and submit your proposal.

6. Award

The lowest responsive responsible bidder will be awarded the agreement. The lowest bid will be determined by the "Total Project Bid Price (Total Base Bid Price + Total Additive Bid Price)" as listed on Form BF – Bid Form.

1.2 Completion Timeline

The work is expected to take approximately seven (7) working days.

Contractor shall achieve Substantial Completion of the project within one

hundred and fifty (150) calendar days from the date the Notice to Proceed is issued.

Contractor shall achieve full project completion and final invoicing of the project within one hundred and eighty (180) calendar days following the date the Notice to Proceed is issued.

1.3 Minimum Requirements

The following are the minimum requirements a Bidder must meet in order to be considered:

- A. A valid Contractor State License Board (“CSLB”) A – General Engineering Contractor’s License
- B. Active Registration with the California Department of Industrial Relations (“DIR”)

1.4 Prevailing Wage Requirements

This work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The successful Bidder must comply with all prevailing wage laws applicable to the scope of services and related requirements contained in the Agreement.

All Bidders and any Subcontractors listed, must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. SMART requires proof of current registration by Contractor and all listed Subcontractors as a condition to be awarded a contract, subject only to the allowances of Labor Code section 1771.1.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations (“DIR”). Copies of the general prevailing wage rates and per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are located at <http://www.dir.ca.gov/DLSR/PWD/index.htm> and are deemed included in this Solicitation. The prevailing wage rates may also be reviewed at the District’s offices.

Contractor shall post the applicable prevailing wage rates at the Site, in addition to all other job site notices prescribed by regulation.

1.5 Department of Industrial Relations (“DIR”) Registration

In order to bid and perform public works on this project, all tiers of subcontractors, including trucking/hauling firms that are subcontracted to perform services, must be registered with the California Department of Industrial Relations (DIR), pursuant to Senate Bill 854, at the time bids are due and throughout the duration of the project. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1.6 California Air Resources Board (“CARB”) Requirements

The California Air Resources Board (“CARB”) implemented amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulations (“Regulation”) which are effective on January 1, 2024 and apply broadly to all self-propelled off road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at <https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-road-diesel/appa-1.pdf>. Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the duration of the Project. Bidders must provide, with their Bid, copies of Bidder’s and all listed subcontractors’ most recent, valid Certificate of Reported Compliance (“CRC”) issued by CARB. Failure to provide valid CRCs as required herein may render the Bid non-responsive.

SMART is a Public Works Awarding Body, as defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance (“CRC”) for the Bidder’s fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles). Bidder must additionally complete and submit the Fleet Compliance Certification, included in the Bid Documents. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the Bid non-responsive.

1.7 Bid Guaranty

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier’s Check, or Bid Bond, in an amount equal to at least ten percent (10%) of the Bidder’s Grand Total Bid Price. The Bid Guaranty will be retained by the District and applied to any and all damages

sustained by the District in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance.

Bid Guaranty: Original Bid Guaranty must be received by SMART at the following address by the bid deadline. Please submit the bid guaranty in a sealed envelope addressed as follows:

Sonoma-Marín Area Rail Transit District
Attn: Procurement Department
5401 Old Redwood Hwy, Suite 200
Petaluma, CA 94954
Solicitation # FR-BB-25-001
Brazos Railroad Timber Bridge Repairs – Phase II
(Name and Address of Bidder)

Retaining of Bid Guaranty: SMART may retain the Bid Guaranty of other than the Apparent Low Bidder for a period of sixty (60) calendar days after the award or until full execution of the Contract, whichever first occurs. Upon full execution of the Contract, SMART shall inform the respective unsuccessful Bidders that their Bid Guaranty has been released.

1.8 Contract Bonds

A. General Information

All alterations, extension of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Contract Bonds.

B. Payment Bond (Required if Award is Greater than \$25,000)

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).

Bidder shall submit the Payment Bond on Document 00 61 13.16 “Payment Bond” or another form approved by SMART.

C. Performance Bond (Required if Award is Greater than \$25,000)

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).

Bidder shall submit the Performance Bond on Document 00 61 13.13 “Performance Bond” or another form approved by SMART.

1.9 Retention

Retention of each progress payment will be in effect in the amount of 5%.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of SMART withholding retention of payments during the Project. Please reference FORM EA for the Escrow Agreement for Security Deposits in Lieu of Retention.

1.10 Insurance Requirements

SMART is an active railroad and the insurance requirements for this Agreement may require special railroad endorsements and/or railroad protective insurance. Please carefully review the requirements identified in the “Document 00 52 00 Sample Agreement”. Contractor is required to obtain and maintain the insurance policies listed.

1.11 Equal Employment Opportunity

In connection with the performance of the resulting Agreement, Contractor shall be in full compliance with all applicable federal, state, and local laws, rules, and regulations in regard to Equal Employment, and more specifically, nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

Furthermore, Contractor shall be in full compliance with all applicable Federal, State, and Local safety and health standards, laws, and regulations.

1.12 Procurement Schedule

The Procurement Schedule is listed below and is subject to change at the sole discretion of the District.

<u>Date</u>	<u>Event</u>
May 27, 2025	Issue Invitation for Bid
June 5, 2025	Pre-Bid Meeting (Virtual), 10:00 AM (Pacific)
June 16, 2025	Deadline for Questions, 2:00 PM (Pacific)
June 18, 2025	Final Addendum Issued by SMART
July 1, 2025	Bids Due to SMART, 2:00 PM (Pacific)
July 1, 2025	Public Bid Opening, 2:30 PM (Pacific)
July 1, 2025	Notice of Apparent Low Bidder Issued
July 1, 2025 – July 11, 2025	Evaluation of Bids
July 11, 2025	Notice of Intent to Award Issued
August 20, 2025	Board of Director Review (As Required)
August 21, 2025	Award Agreement

1.13 Pre-Bid Meeting Information

SMART will host a virtual Pre-Bid Meeting at 10:00 AM (Pacific) on Thursday, June 5, 2025, to discuss project scope and to consider such matters as Bidders may request.

Registration is required in order to attend the Pre-Bid Meeting. Register at: <https://sonomamarintrain-org.zoom.us/meeting/register/aoEJ-DoPSYCEzbBeVlOWZQ>

Bidders are not required to attend the Pre-Bid Meeting as a condition to bidding; however, attendance is highly encouraged.

The Pre-Bid Meeting is expected to last approximately 1 hour.

1.14 Public Bid Opening Information

Public Bid Opening to take place at 2:30 p.m. (Pacific) at 5401 Old Redwood Hwy, First Floor, Petaluma, CA 94954 on the day of the bid

deadline. Electronically sealed bids received will be read out loud and tabulated. *Attendance is NOT mandatory in order to win the award.*

Bid results will be made public and posted to SMART's procurement portal following the opening. SMART's procurement team will determine the Apparent Low Bidder at this public bid opening. Bids will not be made available for public inspection at the bid opening in order for the District to thoroughly review all submittals.

1.15 Bidder Questions and Clarification Requests

All questions, inquiries, requests for information, requests for clarification and other communications regarding the Invitation for Bids must be submitted using the District's Procurement Portal located at <https://sonomamarintrain.bonfirehub.com> by clicking on the Vendor Discussions tab of the message section located on the project page.

The questions submitted must reference the exact section of the Invitation for Bid, Contract, or other document when submitting the request. Requests will only be reviewed if submitted by the date specified in the Procurement Schedule.

The District may, in its sole discretion, choose whether or not to respond to questions received. If the District chooses to respond, it may respond by a written Addendum to the Invitation for Bid Documents. Any response that the District may choose to make will not alter the Invitation for Bid unless it is incorporated into an Addendum. It is the Bidder's responsibility to check the District's Procurement Portal regularly for updates to the solicitation.

If a Bidder fails to notify SMART at least seven (7) days prior to the date for submission of Bids of a known error in the Invitation for Bid, or an error that reasonably should have been known, the Bidder shall submit a Bid at its own risk. SMART reserves the right not to consider requests for clarification. Any changes or modifications to the Invitation for Bid within the timeframe will be issued as an Addenda.

Rules of Contact

- a. Bidders shall only correspond or communicate with the District regarding this Invitation for Bid through the District's Procurement Portal Vendor Discussions tab;
- b. Bidders are prohibited from contacting SMART employees or officials regarding the Invitation for Bid, except through the process identified above;

- c. Bidders shall not contact any person serving on the evaluation regarding this Invitation for Bid;
- d. Any communications from the Bidders determined to be improper, at the sole discretion of the District, may result in disqualification of the Bidder;
- e. The District will not be bound by any oral exchange or any other information or exchange that occurs outside the official process specified herein;
- f. Bidders are prohibited from contacting or including in their bid the following Stakeholders:
 - American Rail Engineers Corporation

1.16 Brand or Approved Equal Substitutions

- a. It is understood that specifying a brand name or specific types of components and/or equipment in these solicitation documents shall not relieve the bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder is responsible for notifying the District of any inappropriate brand names, or types of components and/or equipment that may be called for in these solicitation documents, and to propose a suitable substitute for consideration. If the phrase “or approved equal” is inadvertently omitted, it is implied after any brand name.
- b. Unless otherwise specifically provided in the solicitation documents, reference to any equipment, material, article or patented process by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition; and a bidder may, at its option, use any equipment, material, article, or process which, in the judgement of the District, is equal to that designated. To do so a bidder shall furnish, at its own expense, all test results, technical data, and background information required by the District in making the determination as to whether the proposed equipment, material or article or process, in the judgement of the District, is equal to that designated.
- c. The District shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

- d. Requests for Approved Equals must be in writing on SMART's "Document 00 63 25 - Substitution Request Form" and submitted using the District's Procurement Portal located at <https://sonomamarintrain.bonfirehub.com> by clicking on the Vendor Discussions tab of the message section located on the project page. Bidders must submit the request by the Deadline for Questions identified in the "Procurement Schedule". After that date, SMART will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, the Bidder shall provide all information and documentation required for SMART to be able to make a determination. Insufficient information will be grounds for rejection of substitution. SMART shall issue in writing its decision as to whether the proposed substitute item is an Equal item via the issuance of an Addendum.

1.17 Addenda

The District reserves the right to issue Addenda at any time during the period of the procurement. Any such Addenda will be bound into and included as part of the awarded Agreement, as appropriate. The District will post Addenda on the project tab at <https://sonomamarintrain.bonfirehub.com>. It is the Bidder's responsibility to check the District's Procurement Portal regularly for updates to the solicitation. Bidders shall be responsible for providing copies of any Addenda to their Subcontractors.

Persons or firms that obtain the Invitation for Bid from sources other than the District bear the sole responsibility for obtaining, from such sources any Addenda issued by the District for the Invitation for Bid. The District will not be bound by any explanation, clarification, or interpretation, oral or written, regardless of who made it, that is not incorporated into the Invitation for Bid by an Addendum.

2. INSTRUCTIONS TO BIDDERS

2.1 Bid Submission Process

Bidders shall submit one electronic Bid. The Bid shall be uploaded at <https://sonomamarintrain.bonfirehub.com> within the project page for this solicitation by the bid deadline identified in the Procurement Schedule. **Hardcopy bids, bids submitted by email, and faxed bids will not be considered.** SMART is not responsible for submissions delayed for any reason. The online submission system will not allow for any submission to be accepted after the stated date and time.

Bids shall be prepared using the following format:

Part	Contents
A	Bid Form
B	Questionnaire and Financial Statement
C	Required Certificates and Forms

PART A. BID FORM

- a) FORM BF - SMART's Bid Form

PART B. QUESTIONNAIRE & FINANCIAL STATEMENT

- a) FORM QF - Questionnaire & Financial Statement

PART C. REQUIRED CERTIFICATES AND FORMS

- a) W-9 Tax Form or Equivalent
- b) Certificates of Reported Compliance ("CRC") for the Bidder's fleet and for the fleet(s) of its listed subcontractors (including any applicable leased equipment or vehicles).
- c) Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE) certification document(s) – Required if you stated yes on SMART Bid Form (Form BF)

2.2 Conditions of Bid

By submitting a Bid, the Bidder is agreeing that it has undertaken all necessary due diligence and accepts all of the terms and conditions included in this Invitation for Bid and SMART's Sample Agreement.

2.3 Modifications to a Bid prior to Due Date

In the event a Bidder submits a Bid and needs to make revisions or withdraw their Bid prior to the Bid Deadline, instructions for doing so can be found here: <https://vendorsupport.gobonfire.com/hc/en-us/articles/6848514343447-Can-I-revise-my-submission>. Once the Submission Deadline has passed, revisions are not permitted.

2.4 Cost of Bidding

The Bidder shall bear all costs and expenses whatsoever for the preparation,

submittal, discussions, interviews, and negotiations related to the Bid.

2.5 Bid Irregularities and Discrepancies

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in United States dollars and/or decimal fractions of a dollar.

2.6 Multiple Bids

More than one Bid from a Bidder will not be considered.

2.7 Relief of Bidders

Pursuant to Public Contract Code sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the District written notice within five (5) working days after the opening of the bid of alleged mistake, specifying in the notice detail how the mistake occurred.

2.8 General Bid Information

- A. Bids shall be submitted as described in the Invitation for Bid documents and shall be on the forms provided.
- B. All blank spaces in the Bid Forms must be completed as required.
- C. All price information shall be shown clearly legible, in figures, where required. No changes may be made on the Bid Forms.
- D. The successful bidder may be required to prepare a Schedule of Values based on the bid items on the Bid Form submitted to provide additional detail which will be used in conjunction with payment.

2.9 Warranty of Title

By submitting a bid, Bidder warrants to SMART that the title to the material, supplies or equipment covered by the Agreement or Purchase Order, when delivered to SMART is free from all liens and encumbrances.

2.10 Warranty of Fitness

By submitting a bid, Bidder warrants to SMART that all materials furnished meet the requirements and conditions required by SMART under this Solicitation; are fit for the purpose intended and fulfills its design functions; are free of all patent and latent defects in design, materials, and workmanship; and perform satisfactorily.

2.11 Non-Collusion Certification

By submitting a bid, the Bidder represents and warrants that such bid is genuine and not sham or collusive in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

3. BID EVALUATION

Following the Public Bid Opening, SMART's procurement staff will review and evaluate the bids for responsiveness and responsibility prior to issuing the Notice of Intent to Award.

3.1 Responsiveness Evaluation

Responsiveness is determined by responding to all the mandatory bidding requirements.

The District reserves the right, in its sole discretion, to determine that a Bid is non-responsive based upon any of the following:

- a) The Bid is not properly signed by an authorized party.
- b) Failure to provide all required parts of the Bid.
- c) The Bid is illegible or contains omissions, erasure, alteration, or items not called for in the Invitation for Bid.
- d) The Bid contains unauthorized conditions or other irregularities of any kind, if the District determines that such conditions or irregularities

- make the Bid incomplete, indefinite, or ambiguous as to its meaning.
- e) Any alterations of forms, without prior approval of the District.
 - f) Requested information deemed material by the District is not provided.
 - g) Failure to acknowledge receipt of all Addenda.
 - h) More than one Bid is received from a Bidder.
 - i) The Evaluation Committee is not able to confirm the accuracy of all technical data, qualifications, or other information provided in the Bid.
 - j) Due to an organizational conflict of interest, the Bidder has an unfair advantage, in the opinion of the District.
 - k) Any other reason for which the District determines that the Bid is non-responsive.

3.2 Responsibility Evaluation

As a pre-requisite to an award of a Contract, the District will determine whether the low bidder meets the definition of a “responsible bidder” as set forth in Public Contract Code Section 1103: “a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work.”

Additionally, the District will ensure the bidder meets the definition of “responsible contractors” as stated in 49 U.S.C. 5325 and 2 CFR Part 200.318 (h).

In order to evaluate Bidder’s ability to perform and provide the work to SMART’s satisfaction, SMART may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as SMART deems necessary to assist in the evaluation of any Bid. Submission of a Bid constitutes Bidder’s consent to the foregoing. SMART shall have the right to consider information provided by sources other than Bidder. SMART shall also have the right to communicate directly with the Bidder’s surety regarding the Bidder’s Bonds.

Additionally, the District may review any information about the bidder, including information submitted with FORM QF “Questionnaire & Financial Statement”, evidence of good standing with the California Secretary of State, registration status with the System for Award Management (“SAM”) at www.sam.gov, licensing agencies, regulatory agencies, and any other source deemed applicable by SMART.

Failure to so demonstrate responsibility may result in the rejection or disqualification of the low-bidder. In such event, the second lowest bidder may be issued a Notice of Award.

3.3 Single Bid Response

In the event of a single-bid response, SMART reserves the right to conduct a price and/or cost analysis of the bid to verify that the bid price is fair and reasonable. The Bidder will be expected to cooperate in this process and to submit cost and pricing data to verify that the bid price is fair and reasonable. The right of examination will extend to all documents necessary to permit adequate evaluation of the cost of the product(s) and the prices quoted. Failure to submit the data as requested by SMART may result in the Bidder being declared non-responsive.

4. AWARD

4.1 No Obligation to Award

The District shall be under no obligation to award an Agreement should the District decide, in its sole discretion, that it is in its best interests not to award the Agreement. At its discretion, the District may cancel the procurement in its entirety, and re-procure by any method at a later date.

4.2 Award

The District intends to award the Agreement to the lowest responsive responsible bidder whose bid complies with the specifications in a manner satisfactory to SMART's best interests, as determined by SMART.

Except as permitted by applicable law, no Bidder may withdraw its bid for a period of ninety (90) calendar days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the District.

4.3 Execution of Contract

The successful Bidder shall execute and submit the following documents to SMART within five (5) Business Days following the issuance of the Notice of Award:

- a. Agreement
- b. Insurance Certificates and Required Endorsements
- c. Contract Bonds (Payment Bond, Performance Bond, etc.)

4.4 Failure to Execute Contract

Failure of the winning bidder to promptly and properly execute the Contract or furnish acceptable Contract bonds, or certificates of insurance, shall be just cause for the cancellation of the award, the forfeiture of such

bidder's Bid Guaranty (If Required), and debarment from bidding on future SMART opportunities.

4.5 Notice to Proceed

After the execution of the Contract and submission of the required Contractor's Bonds and Certificates of Insurance, SMART will issue a Notice to Proceed, Limited Notice to Proceed, or multiple Notices to Proceed with respect to specific tasks, indicating the Work may commence on the date indicated.

4.6 Release of Information

Awardee must receive prior permission from SMART before releasing any reports, information or promotional materials prepared in connection with this Invitation for Bid and subsequent contract award. The Awardee shall not use the District's logo or any other proprietary material without the prior written permission of the District. The awardee shall provide a copy or copies of any such material to SMART for first review.

5. PROTEST PROCEDURES

The Sonoma-Marín Area Rail Transit District (SMART) maintains written procurement protest procedures that must be followed for all protests. SMART's Procurement Protest Procedures may be downloaded at <https://sonomamarintrain.org/business>. Copies of these protest procedures are also available at SMART's Headquarters Office located at 5401 Old Redwood Hwy, Suite 200, Petaluma, CA 94954. Failure to comply with the rules and procedures specified in SMART's Procurement Protest Procedures will render a protest untimely and/or inadequate and shall result in its rejection.

6. LEGAL, CONTRACTUAL, AND FINANCIAL INFORMATION

6.1 Bid and Accompanying Documents

Signing of Bid: The Bid shall be signed by all parties making up the Bidder. If the Bidder is a corporation, the Bidder shall be signed by an authorized officer of the corporation; if the Bidder is a partnership, the Bidder shall be signed by a general partner having the power to bind the partnership contractually; if the Bidder is a Joint Venture, the Bidder shall be signed by all equity members of the Joint Venture; or if the Bidder is signed by an attorney in fact for a corporation or partnership, a power of

attorney shall be submitted with the Bid. A Bid not properly signed may be rejected as irregular and unauthorized.

6.2 Conflict of Interest

Depending on the nature of the equipment or product being furnished, Vendors and Subcontractors are subject to the same conflict of interest prohibitions that apply to District employees. These include, but are not limited to, the requirements of California Law (including Government Code Sections 1090 et seq., and 87100 et seq., and Title 2, Division 6 of the California Code of Regulations). The District reserves the right to disqualify any Bidder under the Invitation for Bid if the District, in its sole discretion, deems that the potential conflicts of interest is likely to impair or restrict the Bidder's ability to furnish services contemplated within the Agreement.

At the time of submitting a Bid, Bidders shall disclose to SMART any and all potential organizational conflicts of interest. SMART will evaluate potential conflicts on a case-by-case basis. By responding to this Bid, Bidder agrees to facilitate SMART's efforts to share information, and agrees to comply with any other measures required by SMART to mitigate or eliminate conflicts of interest.

6.3 Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. As a recipient of state and federal funds, the District is prohibited from contracting with individuals or entities that are determined to be a target of Economic Sanctions. By submitting a bid, Bidder represents that it is not a target of Economic Sanctions. Should the District determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bid any time prior to contract execution, or if determined after contract execution, shall be grounds for termination by the District.

6.4 Confidentiality

The issue of confidentiality will be stressed during the entire evaluation and selection process. The District recognizes that the integrity of any contracting process is critical to the fairness and the confidence that Bidders and the public have in a public agency. Therefore, to the extent consistent with the requirements of applicable law, the deliberations of the

evaluation committee will be held in the strictest confidence, and all information provided by Bidders or generated by the evaluation will be safeguarded until the Notice of Intent to Award has been issued.

6.5 Public Disclosure

The California Public Records Act (CPRA) (Government Code Sections 7920.000, et seq.) mandates public access to public records not exempt from disclosure under the CPRA. All written correspondence, exhibits, photographs, reports, printed material photographs, tapes, electronic disks, and other graphic and visual aids submitted to the District during this procurement process, including as part of the response to this Solicitation, are, upon their receipt by District, the property of the District and are subject to CPRA. None of the aforementioned materials will be returned to the submitting parties. Respondents should familiarize themselves with the provisions of the Act.

By submitting a bid, a bidder (i) consents to the release of its bid, in the form submitted to SMART and without any redactions, and (ii) waives all claims against SMART, its directors, officers, employees, and agents, for the disclosure of all or a portion of a Bid submitted under this Invitation for Bid. In no event shall District, or any of its agents, representatives, Contractors, directors, officers, or employees be liable to any Bidder for the disclosure of all or a portion of a Bid submitted under this Solicitation.

7. EXISTING SITE CONDITIONS

This section applies to all supplied existing conditions information and all other information supplied regarding existing conditions either above ground or below ground. This section also sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing conditions information, including geotechnical data if applicable, concerning existing conditions at or contiguous to the Site. This section, the available geotechnical data, and the supplied existing conditions information are not considered Contract Documents.

7.1 General Information

Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work, geotechnical data) by giving SMART reasonable advance notice.

7.2 Reports and Information

- A. Existence of Reports. SMART, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- B. Inspection of Reports. Bidders may inspect reports and information regarding existing conditions, if available, at SMART's main office, and may obtain copies upon Bidder's payment for the costs of reproduction and handling. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- C. Inclusion in Project Manual. Geotechnical reports and information regarding existing conditions may also be included in the Project Manual, if available, but neither shall be considered part of the Contract Documents.

7.3 Use of Information on Existing Conditions

- A. Aboveground Existing Conditions. Under no circumstances shall SMART be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by SMART regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by SMART.
- B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to SMART by others (e.g., the builders of such Underground Facilities or others). Except as expressly identified within the Invitation for Bid Documents, SMART does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly identified within the Invitation for Bid Documents, SMART will be responsible

only for the general accuracy of information regarding its own Underground Facilities. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

7.4 Limited Reliance Permitted on Certain Information

- A. Geotechnical Data. Except as expressly identified within the Invitation for Bid Documents, SMART does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by SMART, except as specifically set forth herein.
- B. Technical Data. Bidder may rely upon the general accuracy of the “technical data” contained in the geotechnical reports and existing conditions information identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:
 - 1) The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
 - 2) The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
 - 3) The term “technical data” shall not include the location of Underground Facilities.
 - 4) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
 - 5) Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied existing conditions information.

7.5 Investigations

- A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
- B. SMART has provided time in the period prior to bidding for Bidder to perform these investigations and to ask questions.
- C. Notwithstanding the foregoing, Potential contaminates may be encountered along the SMART right-of-way during Contract work that were not included in the contract documents. If hazardous materials are encountered, the Contractor shall immediately notify SMART and determine the limits of the hazardous materials. SMART will retain the risk for costs that arise due to the discovery of unanticipated hazardous materials during the performance of the work. SMART shall have no responsibility or liability for any hazardous materials generated by the Contractor or its subcontractors. The Contractor shall be responsible to arrange the necessary resources to be able to remove and dispose of such materials in a timely manner and in accordance with all applicable requirements.

8. DISTRICT'S RESERVATION OF RIGHTS

In connection with this procurement, the District reserves to itself all rights (which rights shall be exercisable by the District in its sole discretion) available to it under the Public Contract Code and applicable law, including without limitation, the following, with or without cause and with or without notice:

- a) Reject any or all Bids, or information submitted related to a Bid;
- b) Issue a new Invitation for Bid, or modify dates set or projected in the Invitation for Bid;
- c) Cancel, modify, or withdraw the Invitation for Bid, in whole or in part at any time prior to the execution of the Agreement without incurring any cost obligations or liabilities;

- d) Issue Addenda, supplements and modifications to the Invitation for Bid;
- e) Modify the Invitation for Bid process;
- f) Appoint an Evaluation Committee to review Bids and to consider the advice and assistance of non-District experts in any subject matter in Bid evaluation;
- g) Hold meetings and conduct discussions and correspondence with a Bidder to seek an improved understanding and evaluation of the Bid;
- h) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Bid;
- i) Waive weaknesses, informalities, and minor irregularities in Bids;
- j) Disqualify any Bidder that changes its organization (as represented in its Bid) without District written approval;
- k) Hold the price of bids under consideration for up to 90 calendar days after the bid deadline until the Award is made unless there is a mutual agreement to extend the 90-day time limit as provided in the Invitation for Bid;
- l) Disclose information contained in the Bids to the public as described herein;
- m) Refuse to consider a Bid, once submitted, or reject a Bid if such refusal or rejection is based upon, but not limited to, the following;
- n) Failure on the part of a Principal Participant to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
- o) More than one bid submitted by the same bidder for the same work under the Bidder's own name or under a different name;
- p) Evidence of collusion between a prospective Bidder (or any Principal Participant or Designer) and other Bidders (or Principal Participants or Designers);
- q) Further negotiate pricing, or terms and conditions, in advance of issuing an Agreement (If Allowable);
- r) Exercise any other right reserved or afforded to the District under this

Invitation for Bid or under the Public Contract Code and applicable law;
and/or

- s) SMART may require the apparent low bidder to submit cost data in sufficient detail to permit analysis of the cost elements that comprise the bid prices. In such instances, the apparent low bid may, at the discretion of SMART, be subject to audit.
- t) The Bidder acknowledges that, by submitting a Bid in response to this Invitation for Bid, it agrees with these disclaimers and waives any right to legally challenge or protest any District's actions that exercise these disclaimers.



ATTACHMENT B

DOCUMENT 00 70 00 - GENERAL CONDITIONS

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



ATTACHMENT C
GENERAL REQUIREMENTS

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS
PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



ATTACHMENT D

TECHNICAL PLANS AND SPECIFICATIONS

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS

PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



ADDENDUM NO. 1

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



ADDENDUM NO. 2

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



ADDENDUM NO. 3

BRAZOS RAILROAD TIMBER BRIDGE REPAIRS PHASE 2

MP B26.26, B34.22 & MP B37.76

ON FILE WITH BOARD CLERK

CONTRACT NO. FR-BB-25-001



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

August 20, 2025

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

SUBJECT: Budget Amendment #2 – Amends the Fiscal Year 2025/2026 Adopted Budget.

Dear Board Members:

RECOMMENDATIONS:

Adopt Resolution No. 2025-24, amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to roll forward revenues and expenses from Fiscal Year 2025, and increase appropriation authority for Passenger and Freight

SUMMARY:

We are requesting the following amendments to the Fiscal Year 2025/2026 Adopted Budget.

These projects listed below included funds in Fiscal Year 2025. At the close of the Fiscal Year, there were funds remaining that need to roll to Fiscal Year 2026 to either continue or complete work on the projects.

- Pathway: Golf Course to Bellevue and Southpoint to Penngrove Project
 - Shift remaining \$99,429 of the Active Transportation Program (ATP) funds from Fiscal Year 2025 to Fiscal Year 2026
 - Shift \$50,000 of Measure Q Sales Tax funding from this project in Fiscal Year 2025 into Fiscal Year 2026
 - Budget \$149,429 in expenses to close out this pathway segment.
- State of Good Repair: McDowell Grade Crossing
 - Roll forward \$50,000 of Measure Q Sales Tax funds into Fiscal Year 2026
 - Shift the expenses in the amount of \$50,000 into Fiscal Year 2026 to complete the project

- Station: Petaluma North
 - Shift \$150,000 of the remaining Transit and Intercity Rail Capital Improvement Program (TIRCP) revenues into Fiscal Year 2026
 - Budget \$150,000 in the current fiscal year to close out the Station project
- Extension: Windsor Systems
 - Roll \$200,000 in Measure Q funding into Fiscal Year 2026 to finish final elements of the systems portion of the Windsor Extension
 - Move \$200,000 of expense from Fiscal Year 2025 to Fiscal Year 2026
- Development: Healdsburg Extension Progressive Design-Build
 - Roll the remaining \$97,144 of funding from the Community Project Funds Discretionary Earmark into Fiscal Year 2026
 - Reduce the budgeted revenue from the Transit and Intercity Rail Capital Improvement Program (TIRCP) by \$113,680 in Fiscal Year 2026
 - Reduce the overall budgeted amount for this project by \$16,536 to match expense in the current year for this project with remaining grant funding
 - Shift \$2,625,000 from Capital facilities projects to Non-Capital projects to fund preliminary work in developing and preparing for the Progressive Design-Build process
- Pathway: Joe Rodota Trail
 - Roll Measure Q funding in the amount of \$1,768 for design work into Fiscal Year 2026
 - Increase amount budgeted by \$1,768
- Work for Others: Joe Rodota to Third Street Traffic Signal
 - Roll \$31,136 of funding from the City of Santa Rosa to complete the design of the traffic signal at Third Street into this fiscal year
 - Increase the expense budget for this project by \$31,136 in this year
- Pathway: Puerto Suello Tunnel
 - Roll \$119,184 of Measure Q funds for the design of the tunnel into the current fiscal year
 - Roll \$119,184 of expenses into Fiscal Year 2026
- Pathway: Guerneville Rd to Airport Blvd Permitting
 - Shift \$5,005 worth of Measure Q funding into the fiscal year
 - Roll \$5,005 of expenses to Fiscal Year 2026

At the July 16, 2025, SMART Board meeting, \$600,000 was added to the revenue to offset the costs related to the Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) planning and implementation. This month, SMART is budgeting an additional \$200,000 awarded to further offset these costs. Previously, the understanding was those funds would come through the Metropolitan Transit Authority (MTC) however the funding structure was revised, and they will come to SMART through a State Transit Assistance (STA) allocation. These additional funds will reduce the budgeted revenues from MTC by \$600,000. The current total amount coming through the STA allocation for MASCOTS is \$800,000.

To align the previously budgeted STA population-based funds with the current Fiscal Year 2026 forecast, there is a reduction of \$42,817, overall decreasing from STA population grant funds in Fiscal Year 2026 by \$42,817 for a total of \$1,266,953.

SMART's Engineering department is working with the Freight division to repair three bridges along the Brazos line. These are the Novato Creek Bridge, Sears Point Drainage Bridge, and Wingo–Sonoma Creek Bridge. During the Fiscal Year 2026 Budget process, funds were rolled from Fiscal Year 2025 in the amount of \$475,301.00. This amount is insufficient to fund the project construction cost recently calculated at \$679,658, resulting in a shortfall of \$204,357. SMART will fund this shortfall with funds from the Short Line Rail Improvement Program for Freight Capital Improvements in the amount of \$102,179 matched with internal funding from the Freight Movement Fees. Utilizing these Freight Movement funds as match leaves a hole in the funding for services and supplies, requiring an additional \$102,179 from the California Priority Legislative Budget Projects 2024 Grant to balance the budget.

FISCAL IMPACT:

On the passenger and pathway side, the resulting impact is an addition of \$157,183 for an overall fund balance amount of \$54,557,229.

On the freight side, there is net zero impact on the budget and the fund balance remains at \$0.

Sincerely,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s):

- 1) Resolution No. 2025-24 – FY 2025/2026 Budget Amendment #2
- 2) Revised Appendix A
- 3) Revised Appendix B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 2025-19, THE ANNUAL BUDGET FOR FISCAL YEAR 2025-2026 TO PROVIDE FOR AN INCREASE IN SPENDING AUTHORITY

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2025-2026, the Board of Directors considered the annual expenditures necessary for the Sonoma-Marín Area Rail Transit District; and

WHEREAS, the Board approved Budget Amendment #1 which modified expenditure authority and revised position authority; and

WHEREAS, the Board desires to Amend the Annual Budget Resolution No. 2025-19, Fiscal Year 2025-2026 Adopted Budget to modify expenditure authority for the rollforward of funds and acceptance of additional funding.

NOW, THEREFORE, BE IT RESOLVED that expenditure authority in Resolution No. 2025-19, Fiscal Year 2025-2026 Adopted Budget, Appendix A and B is hereby amended.

BE IT FURTHER RESOLVED except as specifically amended or supplemented by this Resolution, Resolution No. 2025-19, together with all supplements, amendments, and exhibits thereto is, and shall continue to be, in full force and effect as originally adopted, and otherwise constrained herein shall, or shall be construed to, modify, invalidate, or otherwise affect and provision of Resolution No. 2025-19.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 20th day of August 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chris Coursey, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

Samantha Frias, Interim Clerk of the Board of Directors
Sonoma-Marín Area Rail Transit District

Appendix A - Passenger Rail/Pathway Sources & Uses					
FISCAL YEAR 2025-2026 DRAFT BUDGET - SOURCES					
		FY 26 Budget	Amendment #1	Amendment #2	Total
	Beginning Fund Balance *	\$ 61,508,650			\$ 61,508,650
	Revenues				
	SMART S&U Tax				
	Measure Q	\$ 48,300,300			\$ 48,300,300
	Measure Q Cost of Collection	\$ (683,796)	\$ (156,074)		\$ (839,870)
	Net Sales & Use Tax	\$ 47,616,504	\$ (156,074)		\$ 47,460,430
	Measure Q Roll Forward	\$ 3,975,611		\$ 425,957	\$ 4,401,568
	Transfer from Capital Fund	\$ -			\$ -
	Transfer from Corridor Reserve	\$ 1,500,000			\$ 1,500,000
	Subtotal	\$ 53,092,115	\$ (156,074)	\$ 425,957	\$ 53,361,998
	Federal Funds				
	5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 4,246,710			\$ 4,246,710
	5337 - Federal State of Good Repair Funds	\$ 4,937,716			\$ 4,937,716
	Discretionary Earmark	\$ 1,520,000		\$ 97,144	\$ 1,617,144
	FTA / OBAG 2 - Hanna Ranch to Vintage Way	\$ 91,600			\$ 91,600
	FTA/ OBAG 3 - Hanna Ranch to Vintage Way	\$ 171,750			\$ 171,750
	Subtotal	\$ 10,967,776	\$ -	\$ 97,144	\$ 11,064,920
	State Funds				
	AHSC - Affordable Housing and Sustainable Communitieis	\$ 1,610,000			\$ 1,610,000
	ATP - Active Transportation Program	\$ -		\$ 99,429	\$ 99,429
	Caltrans Sustainability Communities Competative Planning Grant	\$ 159,354			\$ 159,354
	ITIP - Complete Streets	\$ 896,000			\$ 896,000
	LCTOP - Low Carbon Transit Operating	\$ 760,918			\$ 760,918
	LPP - Local Partnership Program	\$ 727,443	\$ 200,000		\$ 927,443
	SRA - State Rail Assistance	\$ 3,700,000			\$ 3,700,000
	STA - State Transit Assistance (Population)	\$ 1,309,770		\$ (42,817)	\$ 1,266,953
	STA - State Transit Assistance (Revenue)	\$ 2,094,129			\$ 2,094,129
	STA - MASCOTS	\$ -		\$ 800,000	\$ 800,000
	STA - SGR (State of Good Repair)	\$ 363,183			\$ 363,183
	State Funds - Shuttle Service	\$ 250,000			\$ 250,000
	TIRCP - Petaluma Station	\$ -		\$ 150,000	\$ 150,000
	TIRCP - Windsor to Healdsburg	\$ 1,380,000		\$ (113,680)	\$ 1,266,320
	Subtotal	\$ 13,250,797	\$ 200,000	\$ 892,932	\$ 14,343,729
	Regional Funds				
	Regional Measure 3 (RM3)	\$ 1,048,400			\$ 1,048,400
	MTC - MASCOTS	\$ -	\$ 600,000	\$ (600,000)	\$ -
	Subtotal	\$ 1,048,400	\$ 600,000	\$ (600,000)	\$ 1,048,400
	Other Sources				
	Advertising	\$ 175,000			\$ 175,000
	Charges for Services	\$ 112,851			\$ 112,851
	Fare Revenues - Passenger Rail	\$ 2,541,000			\$ 2,541,000
	Fare Revenues - Shuttle	\$ 8,000			\$ 8,000
	Interest Earning	\$ 800,000			\$ 800,000
	Misc.	\$ 55,885			\$ 55,885
	Parking	\$ 17,580			\$ 17,580
	Rent - Real Estate	\$ 494,025			\$ 494,025
	Other Governments/Private Sector	\$ 1,534,821		\$ 31,136	\$ 1,565,956
	Subtotal	\$ 5,739,161	\$ -	\$ 31,136	\$ 5,770,297
	Total Revenues	\$ 84,098,249	\$ 643,926	\$ 847,169	\$ 85,589,344
	Total Revenues + Fund Balance	\$ 145,606,899	\$ 643,926	\$ 847,169	\$ 147,097,994
FISCAL YEAR 2025-2026 DRAFT BUDGET - USES					
		FY 26 Budget	Amendment #1	Amendment #2	Total
	Debt Service	\$ 16,996,844			\$ 16,996,844
	Salaries & Benefits	\$ 30,549,100	\$ 1,046,346		\$ 31,595,446
	Reduction for Salaries Charged to Projects	\$ (1,663,687)			\$ (1,663,687)
	Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (34,944)			\$ (34,944)
	Service & Supplies	\$ 18,382,301	\$ 221,819		\$ 18,604,120
	Total Salaries, Benefits, Service, & Supplies	\$ 47,232,770	\$ 1,268,165	\$ -	\$ 48,500,935
	Contribution to OPEB/ CalPERS Liability Fund	\$ 750,000			\$ 750,000
	Contribution to Capital Sinking Fund	\$ 1,000,000			\$ 1,000,000
	Operating Reserve	\$ 1,231,027			\$ 1,231,027
	Total Reserve Contributions	\$ 2,981,027	\$ -		\$ 2,981,027
	Total Debt Service, Operating, Reserves	\$ 67,210,640	\$ 1,268,165	\$ -	\$ 68,478,806
	Balance	\$ 78,396,259	\$ (624,239)		\$ 78,619,188
	Non-Capital Projects	\$ 4,658,214		\$ 2,763,789	\$ 7,422,003
	Total Non-Capital Projects	\$ 4,658,214	\$ -	\$ 2,763,789	\$ 7,422,003
	State of Good Repair and Projects	\$ 8,831,723			\$ 8,831,723
	Total State of Good Repair	\$ 8,831,723	\$ -	\$ -	\$ 8,831,723
	Capital Projects				
	Equipment	\$ 2,576,151			\$ 2,576,151
	Facilities	\$ 6,683,886		\$ (2,123,803)	\$ 4,560,083
	Infrastructure	\$ -		\$ 50,000	\$ 50,000
	Non-Revenue Vehicles	\$ 346,000	\$ 276,000		\$ 622,000
	Land Acquisition	\$ -			\$ -
	Total Capital Expenditures	\$ 9,606,037	\$ 276,000	\$ (2,073,803)	\$ 7,808,234
	Ending Fund Balance	\$ 55,300,285	\$ (900,239)	\$ 157,183	\$ 54,557,229

Appendix B - Freight Sources and Uses					
Fiscal Year 2025-2026 Budget (Estimated)					
		FY 26 Budget	Amendment #1	Amendment #2	Total
	Beginning Fund Balance	\$ -			\$ -
	Revenues				
	California State Transportation Agency (Cal STA)	\$ -			\$ -
	CA Priority Legislative Budget Projects 2023	\$ 750,000			\$ 750,000
	CA Priority Legislative Budget Projects 2024	\$ 237,648	\$ 24,500	\$ 102,179	\$ 364,327
	Caltrans SR 37 Construction Support	\$ 7,000			\$ 7,000
	State Shortline Grant	\$ 339,771		\$ 102,179	\$ 441,950
	Freight Movement Fees	\$ 800,000			\$ 800,000
	Leases	\$ 270,000			\$ 270,000
	Storage	\$ 40,000			\$ 40,000
	45(g) Tax Credit	\$ 251,000			\$ 251,000
	Misc.	\$ 10,000			\$ 10,000
	Total Revenues	\$ 2,705,419	\$ 24,500	\$ 204,357	\$ 2,729,919
	Total Revenues + Fund Balance	\$ 2,705,419	\$ 24,500	\$ 204,357	\$ 2,729,919
	Expenditures				
	Salaries & Benefits	\$ 1,075,089			\$ 1,075,089
	Services & Supplies	\$ 943,789			\$ 943,789
	Blackpoint Bridge Emergency Repair	\$ -	\$ 24,500		\$ 24,500
	SR 37 Grade Crossing PE Review	\$ 7,000			\$ 7,000
	Tie Replacement	\$ 50,000			\$ 50,000
	Brazos Branch Bridge Repairs (3 Bridges)	\$ 475,301		\$ 204,357	\$ 475,301
	Grade Crossing Repair	\$ 154,240			\$ 154,240
	Total	\$ 2,705,419	\$ 24,500	\$ 204,357	\$ 2,729,919
	Ending Fund Balance	\$ -	\$ -	\$ -	\$ -