



**BOARD OF DIRECTORS
MEETING AGENDA
October 21, 2020 – 1:30 PM**

**IN ACCORDANCE WITH GOVERNOR’S EXECUTIVE ORDERS N-25-20 AND N-29-20
THE SMART BOARD OF DIRECTORS MEETING WILL BE HELD VIRTUALLY**

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

[ZOOM TELECONFERENCE INSTRUCTIONS](#)

PUBLIC COMMENT PRIOR TO MEETING:

If you wish to make a comment you are strongly encouraged to please submit your comment by 5:00 p.m. on Tuesday, October 20, 2020 at

<https://www.surveymonkey.com/r/SMARTBoardComments>

PUBLIC COMMENT DURING THE MEETING:

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

1. Call to Order
2. Approval of the October 7, 2020 Board Minutes
3. Board Member Announcements
4. General Manager’s Report
5. Public Comment on Non-Agenda Items
6. Consent Calendar
 - a. Approve a Resolution Endorsing the *Riding Together: Bay Area Healthy Transit Plan*
 - b. Accept Ridership Report – September 2020

Regular Calendar

7. Approve a Resolution Authorizing the General Manager to Execute Contract No. CV-PS-20-001 with JMA Civil Inc. for On-Call Civil and Rail Engineering Services for an amount of \$500,000
8. Next Regular Meeting of the Board of Directors, November 4, 2020 – 1:30 PM
9. Adjournment

DISABLED ACCOMODATIONS:

Upon request, SMART will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service or alternative format requested at least two (2) days before the meeting. Requests should be emailed to Leticia Rosas-Mendoza, Clerk of the Board at lrosas-mendoza@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES
October 7, 2020 - 1:30 PM**

**IN ACCORDANCE WITH GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20
THE SMART BOARD OF DIRECTORS MEETING WILL BE HELD VIRTUALLY**

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

1. Call to Order

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

2. Approval of the September 16, 2020 Board Minutes

MOTION: Director Hillmer moved approval of the September 16, 2020 Board Minutes. Director Arnold second. The motion carried 10-0-2 (Director Naujokas and Phillips absent).

3. Board Members Announcements

Director Fudge stated that she took the train and ferry to San Francisco on Thursday and Friday for the first time in 6 months. The trains were spotless, the Engineers were excited to see her. There were people getting on at every station, they were social distancing everyone wore a mask. The train ride felt very safe and the ferry was the same way. They were very strict on the ferry with no drinking or eating on board and wearing your mask. It was really nice to be able to get out of town and come back. I met people who were doing the same for the day, she encouraged everyone to get on the train and ferry because it's safe.

Director Hillmer announced that part of the Listening Sessions, there will be two additional forums in Marin County, one will be on October 14th in Novato and October 19th in Greenbrae. He thanked the City staff for their assistance in organizing and working with SMART staff.

Director Rogers stated that he may need to leave for a few minutes to talk to the Veterinary regarding his sick pet.

4. General Manager's Report

General Manager Mansourian reported that since the start of passenger service in August 2017, SMART has carried 1,910,000 passengers, 193,000 bicycles, and over 7,000 wheelchairs. He continues to provide weekly ridership data that is also available on SMART's website.

He stated that he continues to follow the CARES Act status. The House of Representatives continues to require a \$2.2 trillion package, and to set aside \$32 billion for transit. The Senate has not taken any action and the President said that there will be no more negotiations until after the election. He will continue to update the Board.

He mentioned that the Governor Newsom signed Assembly Bill 992. The Bill is regarding the Brown Act rules, explanations and expansions with social media communication during COVID-19. District Counsel, Tom Lyons has prepared an analysis and it will be sent to the Board of Directors and posted on SMART's website.

Comments

Vice-Chair Pahre thanked General Manager Mansourian and staff for an amazing General Manager report this month. The report is very comprehensive and answered questions that the public have been asking for constantly. Staff has answered the questions numerous times; however, it was great to see it all together in one report.

Director Garbarino stated that she agrees with Vice Chair Pahre and the General Manager's Report is very helpful. She is able to forward the report and keep a copy in her truck.

5. Public Comment on Non-Agenda Items

Steve Birdleough stated that he is having a difficulty hearing General Manager Mansourian. Chair Lucan responded that staff is looking into it.

Doug Kerr stated that he would like to follow up on the question he raised at the last Board meeting concerning Measure Q sales tax funds being spent to maintain the Brazos Branch that sees freight service. The public perception of Measure Q funds is that is supposed to fund passenger train and bicycle pedestrian pathway from Cloverdale to Larkspur and SMART has partially delivered the project. If SMART expects to gain public approval extending the sales tax that is needed to continue the operations of passenger service, he asked why if there are no funds to complete the passenger service from Healdsburg to Cloverdale, pathway and operate the full schedule, there are funds available to maintain the Brazos Branch? Which is subsidizing freight service and should not require public tax funds.

Sheila Baker stated that she took her bike on the train ride from Petaluma to Larkspur. She rode her bike across the Richmond Bridge and it was just outrageously gorgeous and fun; she highly recommended doing the ride. She also took another train ride to Rohnert Park with her bicycle, to ride along the SMART trail, however she got a flat tire and took the train back home. She looks forward on taking the train to Airport Station and riding to Windsor Station. She said that many people are not aware that they can take their bicycles on the train next to them. She thanked staff for the wonderful train and she will love it forever.

Jack Sweringen stated that he has been living with friends for the last 10 days due to recent fires in Sonoma County. He has been reading the negatives about the future of public transit. Electric autos, people working from home and COVID have negative impacts on public transportation. He read a section of the study completed by The American Public Transit Association the full report is on line.

Mike Pechner stated that he would like to make a correction on a mistake he made at last month Board meeting, in which he attributed a comment on the April meeting stating it was Director Fudge when it was Director Arnold who made the comment regarding SMART having a freight committee.

6. Consent
 - a. Approval of DeAngelo Brothers Contract Amendment No. 2
 - b. Approval of Portola Systems Inc. Contract Amendment No. 7
 - c. Accept Monthly Ridership Report – August 2020

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

MOTION: Director Rogers moved approval of the Consent Agenda as presented. Director Pahre second. The motion carried 10-0-2 (Directors Naujokas and Phillips absent).

7. Authorize the General Manager to Award a Purchase Order for 80 Passenger Railcar Wheels to UTC/RAS, LLC in the amount of \$174,396.72

Procurement Coordinator, Ken Hendricks, stated that the item before the Board today is included in the operations budget and primarily funded through the Federal 5307 grant. An invitation for bid was issued and SMART received a total of four bids, only three bids were deemed to be responsive and were the following: ORXRail, Penn Machine Company and UTC/RAS, LLC.

The invitation for Bid included a base order of 80 wheels along with an option to purchase additional wheels up to a maximum of 80 wheels the following year. UTC/RAC, LLC/s bid was the lowest responsive responsible bid.

Staff recommends authorizing the General Manager to purchase the base order of 80 railcar wheels to UTC/RAS, LLC in the amount of \$174,396.72.

Comments

David Schonbrunn stated that he has spoken before on the need to conserve funds when SMART is in a budget deficit. He asked why the Board does not ask how many wheels does SMART expect to need in the next fiscal year? If the purchase can be deferred by 50 it will be good to conserve money. Chair Lucan responded that this is a budget item and was also forecasted. General Manager Mansourian responded that SMART's fleet requires having 144 wheels, they last approximately three years. Every year SMART purchases 1/3 of the wheels, which take between 6 to 12 months to receive. Having wheels, brake pads and other operational parts for our trains is a must. These are items that take a very long time to get and we be in a bad? position of not having them. We have learned during COVID-19, that the supply chain items are not available. The Board approves the budget and operations staff, on a methodical basis, order those parts and we cannot be behind and need to think ahead to continue to provide passenger service.

Steve Birdlebough stated he is still having difficulty listening the meeting. Jack Sweringen responded that he could hear the meeting and it's Mr. Birdlebough system that has an issue.

MOTION: Director Arnold moved to Authorize the General Manager to Award a Purchase Order for 80 Passenger Railcar Wheels to UTC/RAS, LLC in the amount of \$174,396.72 as presented. Director Fudge second. The motion carried 10-0-2 (Directors Naujokas and Phillips absent)

Director Rogers left the meeting 1:58pm

8. Authorize and Approve a Resolution for the Issuance of up to \$160 million of Tax Revenue Refunding Bonds (green bonds) and the execution of Related Documents in connection with the Bond Issuance, including the Indenture, Purchase Agreement, Official Statement, Escrow Agreement and Disclosure Certificate

Chair Lucan stated that the item before The Board today is exciting as you can get regarding the Bond Reissuance and refinancing and has some very positive information.

Chief Financial Officer, Erin McGrath stated that the presentation has been posted on SMART's website. The first page of the presentation is the Bond from the City and County of San Francisco for the Pacific Railroad, just a continuation of the history of the railroad. San Francisco is actually milepost zero for our railroad.

Highlights of presentation as follows:

- Recommended Action
 - authorize the issuance of new green bonds to refinance the existing debt including all related documents
- Why?
 - Staff has been working and looking for expenditure saving for the next nine years, which will free up the revenue for operations.

- How much?
 - Authorize the issuance of up to \$160 million in order to reduce debt an estimated average of \$3.34 million a year
- Team SMART
 - SMART Financial Advisors: PFM (Sarah Hollenbeck and Bob Rich)
 - SMART Bond Counsel: Nixon Peabody (Rudy Solo)
 - Bond Underwriters: Michael Fleishman, Director Barclay Capital and Holly Vocal, Director, Bank of American Securities
- Refinancing Background
 - Bonds were issued in 2011 to provide for construction of the initial 43 miles
 - Outstanding debt \$136.9 million – debt service escalating from \$17.4m this fiscal year to \$22m in 2028
 - In 2019, we proposed extending sales tax to lower the debt because rates at the time provided us with very few savings
 - Estimate of similar deal at the time (Spring 2019) provided a maximum of only \$350,000 annually – not significant enough to justify cost or avoid service cuts
- Current Refinancing Plan
 - Why we are able to save now?
 - One of the **only** positive impacts to SMART of COVID-19 is the underlying market that we are facing right now
 - Compared to April 2019, rates have dropped by 75% making the potential saving significant enough
 - Market conditions also allow for liquidation of debt service reserve fund providing additional savings
 - During the Spring budget discussions, estimated savings was \$1-2 million
- Refinancing Goal
 - Bring the total revenue and expenses, including debt service in line while preserving the reserves
- Current Refinancing Plan – Estimates based on current market:
 - Construction debt of \$136.9 million replaced by new Green bonds totaling \$123.3 million
 - Maximum annual debt service reduced from \$22m to \$17m
 - True interest cost for life of debt is 1.84%, compared to 3.31% on existing bonds remaining
 - Cost of Issuance is \$658,150
- Next Steps – Final Results still pending
 - Presenting today our best estimate of the structure and savings we hope to achieve
 - Expect to sell refunding bonds in the coming weeks assuming favorable market conditions
 - Final results will be reported back to the Board
 - Final payment structure will depend on the market during the day we go to the market

- Approval Today
 - Bond Resolution – Authorizes the issuance of the debt, sets forth finding of the Board, approves documents related and delegated authority to General Manager and Chief Financial Officer
 - Third Supplemental Indenture
 - Bond Purchase Agreement
 - Preliminary Official Statement and Disclosure Certificate
 - Escrow Agreement
- Conclusion
 - Outstanding results in a difficult year – Would have been more savings if Measure I passed; loss of Measure I means to continue limitations on service expansion and ability to secure grants for future stations
 - Estimate of \$3.35 million average annual reductions provides SMART operating breathing room
 - SMART is now on solid ground with a solid future reserve through 2029

Chair Lucan thanked Ms. McGrath and the entire SMART team which is joining the meeting via Zoom.

Comments

Director Connolly thanked Ms. McGrath for the presentation. He asked how would the Refi affect SMART’s current reserve position? “It sounds like it would provide an opportunity to restore and replenish reserves to a level they need to be, he added. Ms. McGrath responded that without the refinancing the \$3m in saving would have to come from somewhere else and it would be pulling from the reserves and drawing down reserves. The refinance preserves the reserves that SMART has been able to build. Director Connolly said that we all recognize that this has been a concept of discussion for some time now and the Board directed staff to continue to pursue. Staff assembled a top professional team and this is a very complex transaction. The Board owes the public assurances that due diligence has occurred in this transaction. He asked what is the worst-case scenario if the Board moves forward with the strategy, what are the risks that the Board needs to be aware of to discharge our due diligence functions as a Board. He also asked if there are alternative actions that we can pursue to achieve or accomplish what is needed in a less risky matter. Ms. McGrath responded that it is a very complex question. Today, the Board is authorizing a deal structure with parameters that has been presented before you. If the day we go into the market and we don’t think we can achieve the deal or if the market does something, we did not expect we will wait for the right time to move forward. This does not limit the ability to bond in the future. The biggest risk is to not approve this, when are the market rates going to be this good it’s an opportunity cost. We know what exist for us in the market today, we don’t know what is going to exist for us in a year from now, six months from now or two months from now, so we want to capitalize right now.

General Manager Mansourian stated that we need to congratulate our CFO and the team we have assembled. A year ago, the Board gave us direction and our strategy was to cut cost. The Board has the painful decision of reducing passenger service and find ways to bring in more money. When you go from 4% to 2% it is a very good thing to do and it's a tremendous opportunity. He clarified that if SMART did nothing, they will run out of reserves. If the terms of this agreement that the experts are informing staff is achievable, we will achieve that and balanced the current operation with the current revenue and the reserves untouched and puts SMART in a strong position. We have to acknowledge and be grateful for what the Federal and Metropolitan Transportation Commission in providing COVID-19 funds.

Director Rabbitt thanked Ms. McGrath and the team for their hard work. This has been a priority for the Board to refinance and save money moving forward. I am grateful that we can get to this position. He asked if any risk on the market side would just be less savings or a higher rate when the bonds were issued? Is there a less expensive way to achieve the same goal? What is the downside risk and the amount of dollar expended is the appropriate amount? Ms. McGrath responded we have presented numbers that we know today we can achieve. The cost in 2011 and 2012 was about \$1M, the cost is minimal compared to the savings we are going to achieve, there is an industry standard about the cost of issuing debt. The net present value savings are estimated at \$10.78M which is 7.88% of the refunded debt which is more than double the industry standard threshold of 3% for refunding savings.

Director Rabbitt said in terms of the process, this type of transaction wouldn't necessarily go through the Citizens Oversight Committee (COC). Can you clarify how it fits within this action moving forward. Mr. Mansourian responded that the current role and responsibility of the COC is review the Strategic Plan. However, several times Ms. McGrath discussed the concept of refinancing. The Board tasked staff to evaluate in expanding their current role. A meeting has been scheduled on October 15th to discuss their roles and provide the feedback received. We look forward in working with the COC members on many details.

Ms. McGrath stated that as part of the Strategic Plan a refinancing using a taxable forward structure like this was discussed for a year and half. The difference in being able to do it over a longer period of time in a shorter period of time. In addition, Mr. Colombo, COC Chair and herself had a discussion if it made sense. This is something that we all have been working really hard especially our financial advisors. There may be some member of the COC that could speak to that.

Director Zane stated that the Board has talked about this a year and a half ago, and does not disbelieve that but is just feels like it snuck up and she hates reading about things in the newspaper before the Board knows the details. She asked when staff started working on this, for a long time or a year and half? Even if its good news, she thinks transparency needs to be demonstrated to the public. Was this not close to coming forward at the last Board meeting. Ms. McGrath provided the following history, in April 2020, SMART discussed the advance authorization to get PFM on board and at the time this structure type was discussed and the savings was \$1-\$2 million. In the budget document and budget discussions meetings, staff

discussed with the Board. The budget document actually assumes \$1M in savings the most conservative estimate to be included and approved by the Board. At the September Board meeting, staff provided an update on the Bond Refinancing and stated that it would be brought back to the Board in October, all of this information lead to Friday's packet that was public Friday afternoon, which included all the information in the staff report and associated documents. Director Zane stated that in the past General Manager Mansourian has given the Board members a call and heads up about things like this. "I am saying as a Board member, I would have really appreciated a phone call". She asked what is the risk in terms of the volatile nature of the stock market right now with everything that is happening in the world and country. Ms. McGrath responded that the biggest risk is to take advantage of the market. During the recession SMART was able to capitalized on the fact that construction was slow and we were able to build many more miles of track. Today, we are taking advantage of the bond market that is doing very well and providing taxpayers savings. A month ago, we discussed about saving \$1-\$2M and today it's \$3M. Director Zane said that the public will inquire what is SMART going to do with the extra \$3M as a result of the refinance. Ms. McGrath responded that during the Strategic Plan process \$9M imbalanced was identified and it will bring SMART to balance, its money needed to stop drawing into reserves. We are looking for stability and consistency and still provide passenger service.

Director Fudge stated that she recalls staff providing a Bond Refinance update in June, July and September, the meetings in August were cancelled. In September staff provided information and stated that it could possibly occur in early October. What she did not know was that it could be this good and is not surprised based on the market. She thanked Ms. McGrath for looking ahead and always looking for the best interest of SMART. All the extra time she spent in putting the 200-page staff report and working with the team. SMART still does not have enough money to operate that way is needed and the way it will be needed when COVID-19 is over, however this will keep our reserves in great shape, she added.

Director Rogers joined meeting at 2:32pm

Director Rogers asked if the COC members had an opportunity to review these documents and provide thoughts. Ms. McGrath responded that staff had discussed with COC and it's the same structure that was presented during the Strategic Plan process. In an early meeting this year the COC members were very supportive and there is one COC member joining us today. We have talked about COC role going forward that if this is a topic for them to review and provide input, the Board could write into their roles.

Director Zane stated that she recalls that in the past General Manager Mansourian has called the Board member notifying them of the good news that will be presented at the board meeting. She asked Mr. Mansourian if he called any board members informing them of the good news. Mr. Mansourian responded that materials were emailed on Friday and additional highlight information was provided on Tuesday. The Team is presenting today the best estimate of that we think it's going to occur when we go to the market. Director Zane asked why not notify the Board members with a phone call like in the past. Mr. Mansourian

responded that he usually contacts the Board on critical and public safety items. On routine items before the Board and agenda we rely on that to have public discussion. Director Zane understands, but she does not know if anyone else on the Board received the phone call, since she did not. This is certainly good news and was certainly worth making the phone call before reading it in the newspaper. I am sitting here today with three days of paper work and no room around me and there is so much paperwork that this warranted a phone call, in her opinion, it's a fair question? Mr. Mansourian responded that he does not discriminate or pick and choose, he reports to 12 Board members. He clarified that this transaction is not a done deal, staff is requesting approval and authorization to go to the market to verify the information and deliver the best savings. The structure was discussed at your Board meeting of September 16th and the Chief Financial Officer, Erin McGrath has been providing updates, since budget discussions started and provided an estimate of \$1m in savings. Nobody estimated that the interest rates would drop 75% in the last months. SMART is in the position to take advantage of saving money instead of paying Wall Street. Director Zane stated that it would have been nice to get a phone call, it is a big deal.

Chair Lucan acknowledge Director Zane's feedback, however since the time he has been on SMART Board of Directors he does not recall the General Manager Mansourian has called all 12 Board members. He stated that this was presented to the Board many times, at the exact same meeting that we had a discussion regarding the WiFi being removed, the concept of refinancing was a cost saving strategy up to \$1-2M. This is not new news and he apologized to Director Zane for feeling this was the first-time hearing about it when the packet was published, but we have been provided information many times before.

Director Zane left the meeting at 2:40pm

Director Garbarino apologized for not joining the meeting via Zoom. She stated that this is a phenomenal opportunity for SMART. In her industry when they have the opportunity to take advantage of the interest rates, they go for it. Its' phenomenal work once again on the part of staff we should hold them in such gratitude during this horrible pandemic when businesses are closing one right after another. This is such a great opportunity and thanked staff for presenting to the Board.

David Schonbrunn stated that he would like the Board members to see Exhibit A on page 38 of the packet. There is an inconsistency between the exhibit and the entire packet. Exhibit A, section D the amount through maturity is \$133.8M, he does not believe that SMART will get \$160M principal issue that only requires \$133.8M to pay back. Exhibit A represents an earlier stage in the development of this proposal, and that it represents paying off only the existing debt. The \$160 million is paying apparently three interest payments and capitalizing. He suggested having a spreadsheet of the repayment for the Measure Q Bond, with the pro forma using this 1.84% interest and shows exactly what happens. He said that the documents are not ready for primetime.

David Oster, COC Member stated that he doesn't want to get into the technicalities of how the bonds are being issued and whether or not the numbers make sense. He gave staff, a real commendation and is very comfortable with the process that staff followed. When it was discussed with our Committee in April and May, he was very skeptical that this could make sense because typically if you refund bonds on a taxable basis the saving is always a couple of points interest rate. He commended staff especially Ms. McGrath for pursuing this and they have done this very diligently. The process from his point of view has been quick and technical and he very satisfied with the results.

Mike Arnold stated the first thing to realize is that these refund things are very useful for devising the bond at the call date. At the call date according to SMART's schedule there is \$114 million that is needed to pay off the bonds and pay interest. It will save SMART approximately \$2M in cash flow from fiscal year 2023 to 2029. He said that borrowing \$160 million is going to increase your debt service payments over the scheduled debt service payments or fiscal years 2023 to 2029. He suggested a simple pro forma schedule of \$114M versus \$160M it will illustrate a greater debt service payment and with lower interest.

Duane Bellinger thanked staff for the clarification on the interest rates being charged on the new bonds. He said we may have 15 or 20 years of depression if depending on the pandemic and could have effects on SMART's sales tax and ridership, so he is just a little skeptical. He asked if there is any change from the old bonds to the new bonds in obligations in an event of foreclosure. Is there a change in the security being offered in the Note?

Jim Schmidt recommended that the Board table list matters for your next meeting. He said there are some math arithmetic interest computational issues. He suggested a couple simple spreadsheets that would illustrate this matter, which is a big matter and worth evaluating more carefully.

Ms. McGrath responded to Mr. Bellinger comments regarding his concerns in the security pledge to this debt and a fear of foreclosure. There's no change in the security for this debt structure our current debt which has a lien against our sales tax revenue. How it works is that when our sales tax revenue comes in, it goes straight to the bond trustee. First, the bond trustee takes the debt service off the top and then SMART get the rest to the extent that the debt services less more flows to SMART, but that's the point of this whole refinancing. In regard to the accusation that there are errors in what we've presented to you, that is not correct. The authorization for the issuance is like a spending or an appropriation authorization, the Board needs to authorize the flows of all the funds involved in this transaction and the sources and uses, SMART is not going to increase our debt to \$160M. Is to authorize SMART to refund the bonds that are existing and to liquidate the debt service reserve fund which is \$17M.

Director Zane joined at 2:50pm

Sarah Hollenbeck stated that Ms. McGrath is exactly correct. She asked to show page eight of the presentation materials. The current estimate of the debt to be issued is \$123.3M to refinance the \$136.9M as Ms. McGrath mentioned that \$123.3M is estimating the current round of the issuance in a good faith estimates that was provided in Exhibit A. The \$17M debt service reserve fund is currently held by the Trustee and will be able to be used as a source for the refinancing. If the investors think that we need to maintain a reserve fund the amount could be 50% could be 100% of debt service. We hope it will be zero and can be eliminate entirely, however we did want to have enough in the authorization amount that SMART could maintain a reserve fund. We want to make sure there is a maximum amount authorized that offer flexibility to the ultimate sizing. Again, we don't anticipate that the bonds would be issued at a discount. The Resolution the Board is being asked to authorize and approve minimum savings threshold of 3% savings and the deal cannot proceed if it does not achieve that if the savings are not going to be achieved at that minimal level, we will not proceed.

Director Arnold thanked staff for their work. She said that the only thing that comes to her mind it's not often can you execute a Hail Mary run and bring the team closer to the goal line.

Director Zane asked if there is a reduction of the reserve fund in terms of the bonds that was being used to pay down the bonds from \$22M to \$17M. Ms. McGrath responded there is a bond reserve that's held for the bondholders, which has nothing to do with SMART, however, the SMART Operating reserve is also \$17M which is a coincidence is being maintained to the life of the deal. Director Zane asked so, there's absolutely no risk for the agency in terms of taxpayer funds. Ms. McGrath responded if Director Zane could clarify what she meant by in terms of taxpayer funds. Director Zane said we as taxpayers pay for the train and this is an obviously a pretty significant financial deal so she would like to know if there's any risks and that's what I'm asking is there absolutely no risk. Ms. McGrath responded that her original answer, the risk is that you are costing taxpayers more by not achieving the savings and there is no financial risk.

Director Connolly emphasized a summation that was brought up earlier between the CARES act funding that SMART was able to secure, the refinance package which as authorized would result in up to \$3M a year in savings, combined with budget cuts of \$7M and then \$10M that the Board approved. This agency is in a strong financial position to whether the uncertainties we face going forward, and it's on that basis that I would move to approve this

Lastly, Director Zane stated that this process and how it got vetted with the Board was not as transparent as it could have been

MOTION: Director Connolly moved Authorize and Approve a Resolution for the Issuance of up to \$160 million of Tax Revenue Refunding Bonds (green bonds) and the execution of Related Documents in connection with the Bond Issuance, including the Indenture, Purchase Agreement, Official Statement, Escrow Agreement and Disclosure Certificate as presented. Director Rabbitt second. The motion carried 10-0-2 (Directors Naujokas and Phillips absent)

Chair Lucan thanked the entire team and staff that put this together. We look forward to hearing the results when we go out to actually issue these bonds. Hopefully it's as advantageous as it can be. Once again thank you for all of your hard work on this.

9. Next Regular Meeting of the Board of Directors, October 21, 2020 – 1:30pm
10. Adjournment – Meeting adjourned at 3:08pm

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



October 21, 2020

Eric Lucan, Chair
Transportation Authority of Marin

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

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Joe Naujokas
Sonoma County Mayors' and
Councilmembers Association

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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

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

SUBJECT: Adopt Resolution No. 2020-21 regarding *Riding Together: Bay Area Healthy Transit Plan*

Dear Board Members:

RECOMMENDATIONS:

Approve Resolution No. 2020-21 regarding the *Riding Together: Bay Area Healthy Transit Plan*.

SUMMARY:

SMART has been working since the start of the COVID-19 pandemic to ensure the health and safety of our staff and our riders. We have been working to implement strategics as soon as they are recommended by health officials and have collaborated with state, regional and local officials continuously during this time. On August 18, 2020, the *Riding Together: Bay Area Healthy Transit Plan*, prepared in collaboration by the Bay Area's transit operators at the request of the Metropolitan Transportation Commission (MTC) Blue Ribbon Task Force on Transit, was released publicly. MTC has requested transit operator Boards approve resolutions confirming their commitment to health and safety measures and submit a monthly report on health and safety metrics outlined in the plan. Today we are bringing that resolution to you for your consideration.

BACKGROUND:

SMART is regulated and required to follow the rules and regulations of a number of Federal agencies, including the Federal Railroad Administration (FRA), Federal Transit Administration (FTA), Center for Disease Control and Prevention (CDC) and Transportation Security Administration (TSA) among others. In the area of health, SMART is also required to follow the directives of the State Health Officer. In addition, the California Department of Public Health, in cooperation with California State Transportation Agency (CalSTA) and California Department of Industrial Relations (CAL OSHA), have released the enclosed Guidance for Public and Private passenger carriers, Transit, and Intercity Passenger Rail. SMART meets and exceeds the guidelines recommended in these documents.

During Spring 2020, at the request of the Marin County Public Health Officer, the General Manager participated in a Transportation Network Task Force, including transit providers, rideshare companies, private charter buses, Whistlestop, private ferries and the Transportation Authority of Marin. Together the group developed best practices and guidelines for reopening the transportation network in conformance with regulatory requirements from State and Local Public Health Orders and Federal regulatory authorities including CDC and the TSA.

In addition, during the time that transit operators were working to develop a regional approach, SMART was also engaged in implementing cleaning, protective measures and other protocols in response to COVID-19. At the September 2, 2020, Board meeting, Operations staff provided the attached presentation describing all the COVID-19 prevention and best practices measures that are taken or soon to be taken. Specifically, the preventative actions undertaken included:

- Installing hand sanitizer stations throughout the railcars
- Posting local health official guidelines
- Increasing cleaning of the vehicle from once daily to twice daily
- Requiring the use of facial covering by staff and passengers
- Adding the usage of electrostatic sanitizers to the vehicle cleaning procedures
- Upgrading the onboard air circulation system including
 - Upgrading the onboard recirculation filters
 - Implementing UV sanitizers for circulating air

The Metropolitan Transportation Commission (MTC) established a Blue-Ribbon Transit Recovery Task Force to advise the Commission on the distribution of federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding for transit operations, transit recovery plans, and development of a transformative action plan for transit in the Bay Area.

The MTC's Bay Area Healthy Transit Plan (attached) is a Transportation System-wide plan that encompasses various transportation modes, and not every measure is applicable to SMART. The resolution before your Board today indicates ongoing participation by SMART to implement the health requirements by the Federal and State agencies where applicable to SMART. The table below, *Safety and Health Plan Metrics* from the MTC plan, shows a matrix of the actions to be taken across all transit operators included in the Plan. The check-marked items indicate SMART's commitment to each action and certifies that the District has or will meet the requirement. At this time, SMART complies with all requirements.

Table 1. Safety and Health Plan Metrics

Common Commitments	
All Agencies	
State mandated and properly-worn face coverings	✓
Safe distancing and capacity	✓
Daily cleaning	✓
Sharing data between agencies	✓
Paratransit	
Contact outreach if reported infected customer	✓
Individual Agency Commitments	
Strategic, Plans and Processes	
Plan/process for transportation provider facility staffing (% of occupancy)	✓
Communication strategy and reporting on posted, verbal, email and social distancing communications to include non-English language – internal and external	✓
Individual Agency Metrics	Timing
Customer Facing	
Estimate of face covering compliance – random statistically significant sample across modes, including facilities and vehicles Goal: 95% compliance (allows for non-exempt) Critical metric as the closer physical distancing assumed in this plan is based on face covering compliance, in addition to other measures	Agency data Reported monthly to dashboard
Estimate of vehicle capacity - random statistically significant sample across modes Goal: Estimate of vehicle capacity to allow for physical distancing	Agency data Reported monthly to dashboard
Employee Facing	
Percent (%) of internal contact tracing completed if confirmed infected employee Goal: 100% of confirmed employees	Agency data Reported monthly to dashboard
Estimated compliance across employee groups for face coverings Goal: 100% (exempt employees counted as compliant)	Agency data Reported monthly to dashboard

The remaining four metrics in the Customer Facing and Employee Facing categories require monthly reports on quantitative compliance with the Plan’s outlined best practices. SMART staff will report on these metrics into the MTC Healthy Transit Plan web site www.healthytransitplan.org.

FISCAL IMPACT: The cost of implementation of the applicable health measures is yet to be determined as it is ongoing and changing. However; staff estimates that any collection, assembling and reporting on the data required each month could require additional resources. Furthermore any new requirements affecting existing collective bargaining agreements requires developing and obtaining new agreements from the employee unions with unknown cost.

REVIEWED BY: Finance /s/ _____ Counsel /s/ _____

Very truly yours,

/s/

Joanne Parker
Programming and Grants Manager

Attachment(s):

- 1) Resolution No. 2020-21
- 2) CalOSHA – COVID-19 Industry Guidance
- 3) SMART Cleaning Protocols and Enhanced Sanitation Measures (COVID-19) Presentation
- 4) Riding Together: Bay Area Healthy Transit Plan

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT ENDORSING THE “RIDING TOGETHER: BAY AREA HEALTHY TRANSIT PLAN” AS A BASELINE SET OF MEASURES TO BE TAKEN ALONG WITH OTHER BAY AREA TRANSIT AGENCIES PRIORITIZING THE HEALTH OF TRANSIT RIDERS AND WORKERS DURING THE COVID-19 PANDEMIC

WHEREAS, Sonoma-Marín Area Rail Transit District (SMART), like other Bay Area transit systems, continues to place the health of riders and transit workers as SMART’s number one priority; and

WHEREAS, despite an unprecedented loss of ridership due to the COVID-19 pandemic, many riders continue to depend on SMART and other Bay Area transit systems for essential travel; and

WHEREAS, SMART’s survey conducted in May 2020 found that 73% of 3,281 respondents plan to return to SMART once public health restrictions are lifted and survey data in other parts of the Bay Area increasingly suggests that the majority of riders will return to transit when allowed to do so; and

WHEREAS, the COVID-19 pandemic has presented transit systems with an historic set of challenges, including the need to add pandemic related protocols and procedures to ensure a safe operating environment; and

WHEREAS, SMART has been implementing the guidance recommended agencies with regulatory authority over SMART, including the Centers for Disease Control, Transportation Security Administration, State of California and County Public Health Officers; and

WHEREAS, since the start of the pandemic SMART has been collaborating with other transit systems and with regional leaders, transit workers, rider advocates, public health experts, and others on COVID-19 pandemic best practices, including the collective effort resulting in the Riding Together: Bay Area Healthy Transit Plan; and

WHEREAS, the Riding Together: Bay Area Healthy Transit Plan provides guidance in the areas of vehicle disinfecting, physical distancing, face coverings, touchless payments, ventilation, employee personal protective equipment, testing, contact tracing, and employee wellness assessments where applicable to SMART; and

WHEREAS, the Riding Together: Bay Area Healthy Transit Plan exists within the context of specific regulatory agency protocols implemented by SMART; and

WHEREAS, the Riding Together: Bay Area Healthy Transit Plan is a living document and is intended to evolve as transit agencies continue to monitor rider and employee health on their systems and collaboratively take steps to respond to changing conditions;

NOW, THEREFORE, BE IT RESOLVED THAT THE Board of Directors of the SMART District supports the prioritization of a safe and healthy transit system for the public and employees, will work to implement regulatory agency public health protocol requirements, and will support where applicable to SMART the collaborative effort creating the Riding Together: Bay Area Healthy Transit Plan; and be it further

RESOLVED that SMART will report monthly on SMART’s performance in aligning with the baseline health measures set forth in the Riding Together: Bay Area Healthy Transit Plan.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 21st day of October, 2020, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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



COVID-19 INDUSTRY GUIDANCE:

Public and Private Passenger Carriers, Transit, and Intercity Passenger Rail

July 29, 2020

All guidance should be implemented only with county health officer approval following their review of local epidemiological data including cases per 100,000 population, rate of test positivity, and local preparedness to support a health care surge, vulnerable populations, contact tracing, and testing.



OVERVIEW

On March 19, 2020, the State Public Health Officer and Director of the California Department of Public Health issued an order requiring most Californians to stay at home to disrupt the spread of COVID-19 among the population.

The impact of COVID-19 on the health of Californians is not yet fully known. Reported illness ranges from very mild (some people have no symptoms) to severe illness that may result in death. Certain groups, including people aged 65 or older and those with serious underlying medical conditions, such as heart or lung disease or diabetes, are at higher risk of hospitalization and serious complications. Transmission is most likely when people are in close contact or in a poorly ventilated area with an infected person, even if that person does not have any symptoms or has not yet developed symptoms.

Precise information about the number and rates of COVID-19 by industry or occupational groups, including among critical infrastructure workers, is not available at this time. There have been multiple outbreaks in a range of workplaces, indicating that workers are at risk of acquiring or transmitting COVID-19 infection. Examples of these workplaces include hospitals, long-term care facilities, prisons, food production, warehouses, meat processing plants, and grocery stores.

As stay-at-home orders are modified, it is essential that all possible steps be taken to ensure the safety of workers and the public.

Key prevention practices include:

- ✓ physical distancing to the maximum extent possible,
- ✓ use of face coverings by workers (where respiratory protection is not required) and customers/clients,
- ✓ frequent handwashing and regular cleaning and disinfection,
- ✓ training workers on these and other elements of the COVID-19 prevention plan.

In addition, it will be critical to have in place appropriate processes to identify new cases of illness in workplaces and, when they are identified, to intervene quickly and work with public health authorities to halt the spread of the virus.

PURPOSE

This document provides guidance for public and private passenger carriers (e.g. shuttle providers, taxis, and rideshare operators), transit agencies, California state-supported intercity passenger rail operators (Capitol Corridor, San Joaquins, and Pacific Surfliner), and passenger vessel operations. The guidance is intended to support a safe, clean environment for workers and customers. The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA.¹ Additionally, it is not intended to conflict with federal or state requirements for rail or

transit vehicles or facilities. Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more comprehensive guidance on their Cal/OSHA Interim General Guidelines on Protecting Workers from COVID-19 [webpage](#). CDC has specific guidelines for the transit industry:

- [Bus Transit Operators](#)
- [Rail Transit Operators](#)
- [Transit Maintenance Workers](#)
- [Transit Station Workers](#)
- [Rideshare, Taxi, Limo and Other Drivers-for-Hire](#)

Required Use of Face Coverings

On June 18, CDPH issued [Guidance on the Use of Face Coverings](#), which broadly requires the use of face coverings for both members of the public and workers in all public and workplace settings where there is a high risk of exposure.

People in California must wear face coverings when they are engaged in work, whether at the workplace or performing work off-site, when:

- Interacting in-person with any member of the public;
- Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;
- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance;
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.

Complete details, including all requirements and exemptions to these rules, can be found in the [guidance](#). Face coverings are strongly encouraged in other circumstances, and employers can implement additional face covering requirements in fulfilling their obligation to provide workers with a safe and healthful

workplace. Employers must provide face coverings to workers or reimburse workers for the reasonable cost of obtaining them.

Employers should develop an accommodation policy for any worker who meets one of the exemptions from wearing a face covering. If a worker who would otherwise be required to wear a face covering because of frequent contact with others cannot wear one due to a medical condition, they should be provided with a non-restrictive alternative, such as a face shield with a drape attached to the bottom edge, if feasible, and if the medical condition permits it.

Businesses that are open to the public should be cognizant of the exemptions to wearing face coverings in the [CDPH Face Covering Guidance](#) and may not exclude any member of the public for not wearing a face covering if that person is complying with the [guidance](#). Businesses will need to develop policies for handling these exemptions among customers, clients, visitors, and workers.



Worksite Specific Plan

- Establish a written, workplace-specific COVID-19 prevention plan at every location, perform a comprehensive risk assessment of all work areas and work tasks, and designate a person at each establishment to implement the plan.
- Incorporate the [CDPH Face Covering Guidance](#) into the Workplace Specific Plan and include a policy for handling exemptions.
- Identify contact information for the local health department where the operation is located for communicating information about COVID-19 outbreaks among workers or customers.
- Train and communicate with workers and worker representatives on the plan and make the plan available to workers and their representatives.
- Regularly evaluate the establishment for compliance with the plan and document and correct deficiencies identified.
- Investigate any COVID-19 illness and determine if any work-related factors could have contributed to risk of infection. Update the plan as needed to prevent further cases.
- Implement the necessary processes and protocols when a workplace has an outbreak, in accordance with CDPH guidelines.
- Identify close contacts (within six feet for 15 minutes or more) of an infected worker and take steps to isolate COVID-19 positive worker(s) and close contacts.
- Adhere to the guidelines below. Failure to do so could result in workplace illnesses that may cause operations to be temporarily closed or limited.



Topics for Worker Training

- Information on [COVID-19](#), how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
- Self-screening at home, including temperature and/or symptom checks using [CDC guidelines](#).
- The importance of not coming to work:

- If a worker has symptoms of COVID-19 as [described by the CDC](#), such as a fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, or diarrhea, OR
- If a worker was diagnosed with COVID-19 and has not yet been released from isolation, OR
- If, within the past 14 days, a worker has had contact with someone who has been diagnosed with COVID-19 and is considered potentially infectious (i.e. still on isolation).
- To return to work after a worker receives a COVID-19 diagnosis only if 10 days have passed since symptoms first appeared, their symptoms have improved, and the worker has had no fevers (without the use of fever reducing medications) for the last 72 hours. A worker without symptoms who was diagnosed with COVID-19 can return to work only if 10 days have passed since the date of the first positive COVID-19 test.
- To seek medical attention if their symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on [CDC's webpage](#).
- The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol (preferred) or 70% isopropanol (if the product is inaccessible to children) when workers cannot get to a sink or handwashing station, per [CDC guidelines](#)).
- The importance of physical distancing, both at work and off work time (see Physical Distancing section below).
- Proper use of face coverings, including:
 - Face coverings do not protect the wearer and are not personal protective equipment (PPE).
 - Face coverings can help protect people near the wearer, but do not replace the need for physical distancing and frequent handwashing.
 - Face coverings must cover the nose and mouth.
 - Workers should wash or sanitize hands before and after using or adjusting face coverings.
 - Avoid touching eyes, nose, and mouth.

- Face coverings must not be shared and should be washed or discarded after each shift.
- The importance of passengers wearing face coverings and that the operator has the right to cancel reservations for passengers not wearing them.
- Information contained in the [CDPH Guidance for the Use of Face Coverings](#), which mandates the circumstances in which face coverings must be worn and the exemptions, as well as any policies, work rules, and practices the employer has adopted to ensure the use of face coverings. Training should also include the employer's policies on how people who are exempted from wearing a face covering will be handled.
- Ensure any independent contractors, temporary or contract workers, and volunteers at the facility are also properly trained in COVID-19 prevention policies and have necessary supplies and PPE. Discuss these responsibilities ahead of time with organizations supplying temporary and/or contract workers.
- Information on paid leave benefits the worker may be entitled to receive that would make it financially easier to stay at home. See additional information on [government programs supporting sick leave and workers' compensation for COVID-19](#), including workers' sick leave rights under the [Families First Coronavirus Response Act](#) and workers' rights to workers' compensation benefits and presumption of the work-relatedness of COVID-19 pursuant to the Governor's [Executive order N-62-20](#) while that Order is in effect.



Individual Control Measures and Screening

- Provide temperature and/or symptom screenings for all workers at the beginning of their shift and any vendors, contractors, or other workers entering the establishment. Make sure the temperature/symptom screener avoids close contact with workers to the extent possible.
- If requiring self-screening at home, which is an appropriate alternative to providing it at the establishment, ensure that screening was performed prior to the worker leaving the home for their shift and follows [CDC guidelines](#), as described in the Topics for Worker Training section above.
- Encourage workers who are sick or exhibiting symptoms of COVID-19 to stay home.
- Workers should provide and ensure workers use all required protective equipment, including eye protection and gloves where necessary.

- Workers should consider where disposable glove use may be helpful to supplement frequent handwashing or use of hand sanitizer; examples are for workers who are screening others for symptoms or handling commonly touched items.
- Individuals entering a facility should be restricted to only those classified as essential by management and they must complete a temperature and/or symptom screening before entering.
- Public and private passenger carriers, transit, vessel, and/or rail agencies and entities must take reasonable measures to remind the public that they need to use face coverings, practice physical distancing, and avoid directly facing other passengers when physical distancing is difficult. They should also communicate any updated ridership practices and any changes to the frequency of service timetables to the public. Public communication could include those listed (above) and may also include updates to text messaging or transit apps.
- Taxis, rideshare, shuttle, limousine, and other passenger transit operators should take steps to ensure customers are fully aware of the company's new policies and procedures when using the riding service. Passengers must be notified before booking a ride that they must use face coverings and that the operator has the right to cancel reservations for passengers not wearing them.
- Where feasible, taxi and rideshare drivers should be provided a supply of face coverings to give to passengers who arrive for a ride service without them.



Cleaning and Disinfecting Protocols

- Perform thorough cleaning on high traffic areas within transit and rail stations, in transit and rail vehicles, and water transport vessels like ferries and boats, on a regular basis. Areas could include break rooms, restroom surfaces, lunch areas, changing areas and areas of ingress and egress, including stairways, handrails, and elevator controls, etc. Frequently disinfect commonly used surfaces, including kiosks, ticket machines, turnstiles, benches, elevator buttons, system maps, doorknobs, toilets, handwashing facilities, equipment handles, maintenance equipment, and tools.
- Perform routine cleaning and disinfection of all frequently touched surfaces within all vehicles used to transport passengers, including but not limited to, seats, arm rests, door handles, seat belt buckles, light and air controls, walls and windows, grab handles, pull-cords and buttons used by riders to request a stop.

- Clean all areas of drivers' cabs between shifts or users, whichever is more frequent. Provide time for workers to implement cleaning practices during their shifts. Cleaning assignments should be assigned during working hours as part of the worker's job duties.
- When assisting passengers using a wheelchair or other mobility device, or who require operator assistance, operators must sanitize their hands before and after the interaction.
- Avoid sharing phones, other work tools, or equipment wherever possible. Never share PPE.
- When choosing disinfecting chemicals, workers should use products approved for use against COVID-19 listed on the [Environmental Protection Agency \(EPA\)-approved](#) list and follow product instructions. Use disinfectants labeled to be effective against emerging viral pathogens, diluted household bleach solutions (5 tablespoons per gallon of water), or alcohol solutions with at least 70% alcohol that are appropriate for the surface. Provide workers training on the chemical hazards, manufacturer's directions, ventilation requirements, and Cal/OSHA requirements for safe use. Workers using cleaners or disinfectants should wear gloves and other protective equipment as required by the product. Follow the [asthma-safer cleaning methods](#) recommended by the California Department of Public Health and ensure there is sufficient ventilation.
- To minimize the risk of [Legionnaires' disease](#) and other diseases associated with water, [take steps](#) to ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown.
- Equip stations, transit and rail offices, transit and rail vehicles, and passenger vehicles with proper sanitation products, including hand sanitizer and disinfecting wipes, and provide personal hand sanitizers to all frontline staff (e.g., operators and drivers).
- Ensure that sanitary facilities stay operational and stocked at all times and provide additional soap, paper towels, and hand sanitizer when needed.
- Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air. Use a vacuum with a HEPA filter wherever possible.
- Consider installing portable high-efficiency air cleaners, upgrading vehicle and building air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in vehicles, offices, break areas, and other spaces.



Physical Distancing Guidelines

- Reduce maximum occupancy onboard transit and rail vehicles and vessels to support physical distancing. Remove or space seats to support physical distancing or use colored tape to mark the seats that riders are allowed to use or block off seats that are not to be used. Where possible, use additional buses or transit vehicles to support excess capacity on busy lines and ensure physical distancing of passengers.
- Implement measures to ensure physical distancing of at least six feet between transit and rail operators and passengers. This can include use of physical partitions or visual cues (e.g., floor markings, colored tape, taking passenger seats or spaces out of service, or signs to indicate to passengers where they should not sit or stand near the bus operator). If seating is taken out of service, be mindful of ensuring compliance with minimum requirements for handicapped-accessible seating.
- In public transit vehicles, for example city busses, seats within six feet of the operator should be blocked off and unavailable to passengers if it does not impact the requirements for handicapped-accessible seating. Operators will have the option to request passengers avoid standing or sitting within six feet of them. Where possible, install Plexiglas or other appropriate barriers in transit and rail vehicles to minimize exposure between operators and passengers.
- Consider offering workers who request modified duties options that minimize their contact with customers and other workers (e.g., managing administrative needs through telework).
- Stagger worker breaks, in compliance with wage and hour regulations, to maintain physical distancing protocols.
- Close breakrooms, use barriers, or increase distance between tables/chairs to separate workers and discourage congregating during breaks. Where possible, create outdoor break areas with shade covers and seating that ensures physical distancing.
- Place additional limitations on the number of workers in enclosed areas to ensure at least six feet of separation to limit transmission of the virus.
- Require passengers to purchase tickets and add value to transit and rail cards online to minimize the need for use of machines at the station.
- Develop a passenger entry and exit plan to minimize physical contact and crowding with other passengers during entry and exit of the transit vehicle.

- When traveling by a water transport vessel, such as a ferry or boat, ask the passengers to indicate to a crew member if they are traveling together as party, if feasible. The crew will help passengers queue for boarding and disembarking the vessel in physically distanced small groups.
- Track the routes on which physical distancing is a challenge due to ridership. Adjust bus or transit routes and scheduling to account for the need for additional busses, trains, and other transit vehicles during peak ridership hours on busy routes.



Additional Considerations for Passenger Carriers (Taxis, Rideshare Vehicles, Shuttles, Limousines, etc.)

- Pooled rides offered by ridesharing companies, which includes providing a carpool type of option for different parties traveling in a similar direction, should be suspended until further public health guidance is provided for restarting such rides.
- Taxi and rideshare operators and private transit companies should develop a process that permits both drivers and riders to cancel rides without penalty if the other party is not wearing a face covering. This policy should be communicated to passengers before they book a ride.
- Provide drivers with an adequate supply of materials required to clean and disinfect frequently touched surfaces of the vehicle. Drivers should have cleaning and disinfecting spray and/or disposable wipes in their vehicles. Drivers should follow manufacturer's directions for proper cleaning and disinfecting in the vehicle, including using cleaning techniques appropriate for the surface. Drivers should be instructed on the hazards of the product(s) and any necessary protective measures. Ensure adequate ventilation when cleaning/disinfecting vehicles. The steering wheel, gear shift, signal levers, and other commonly-touched vehicle parts should be regularly cleaned and disinfected. Provide lined trash receptacles to be placed in the vehicle to properly dispose of disinfectant wipes and other items.
- High-touch areas within the vehicle frequently touched by passengers should be frequently cleaned and disinfected at the beginning and end of each shift, and between transporting passengers. This includes the door frame, handles, windows, seatbelt buckles, and trunk latch. Provide time for workers to implement cleaning practices between transporting passengers. If cleaning is assigned to the driver they must be compensated for that time.

- Where possible, use protective barriers such as disposable mats and seat coverings.
- Consider installing an impermeable barrier between the front and rear seats.
- Drivers should consider asking passengers to handle their own personal bags and belongings during pick-up and drop-off, if possible. If providing such services, request that the passengers maintain a minimum of six feet distance. After touching passenger belongings, drivers should use hand sanitizer.
- Riders should sit in the back seat to maximize distance between the passenger and the driver. Rideshare apps should remind passengers of this updated requirement and the number of available seats when making a request for a vehicle and through emails, texts, or other customer communication tools.
- Rideshare and taxi apps and taxi phone operators should remind passengers to wear face coverings and notify them that the ride may be cancelled if they do not wear a face covering.
- Avoid using the recirculated air option for the vehicle's ventilation during passenger transport; where possible, use the vehicle's vents to bring in outside air and/or lower the vehicle windows.
- Drivers should suspend offering items like mints, phone chargers, or magazines that are often provided as a passenger service.

¹Additional requirements must be considered for vulnerable populations. Public and private passenger carriers, transit agencies, and intercity passenger rail operators must comply with all [Cal/OSHA](#) standards and be prepared to adhere to its guidance as well as guidance from the [Centers for Disease Control and Prevention \(CDC\)](#) and the [California Department of Public Health \(CDPH\)](#). Additionally, these entities must be prepared to alter their operations as those guidelines change.



SMART CLEANING PROTOCOLS AND ENHANCED SANITATION MEASURES (COVID-19) SEPTEMBER 2, 2020



INITIAL IMPACTS OF COVID-19

- In March 2020, Health Officials in Marin and Sonoma County issued Shelter-in-Place orders due to COVID-19.
- Shelter-in-Place orders have had profound effect on the transit industry.
- Public Transportation is one of the essential services operating during Coronavirus pandemic and is vital to the reopening of the economy.
- SMART has been operating under enhanced cleaning protocols to ensure that our essential public transit service is a clean and comfortable way to travel and to provide a healthy and sanitized environment for our passengers and staff.

PREVENTATIVE ACTIONS

- SMART has implemented multiple measures to prevent and limit the spread of COVID-19 including:
 - » Installing hand sanitizer stations throughout the railcars
 - » Posting local Health Official guidelines
 - » Increasing cleaning of the vehicles from once daily to twice daily
 - » Requiring use of facial covering by staff and passengers
 - » Adding the usage of electrostatic sanitizers to the vehicle cleaning procedures
 - » Upgrading the onboard air circulation system including:
 - Upgrading the onboard recirculation filters
 - Implementing UV sanitizers for circulating air

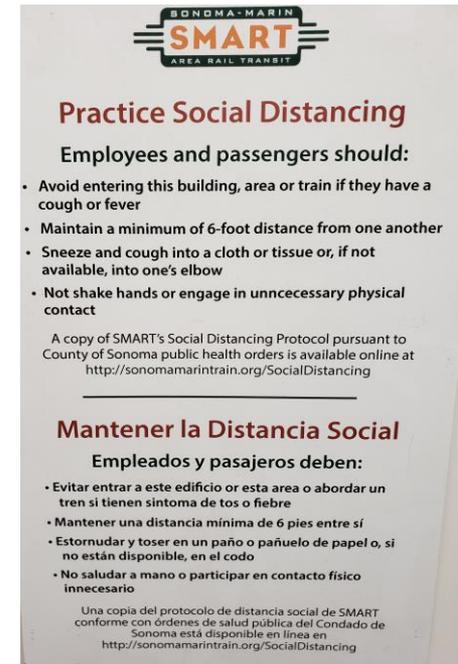
AVAILABILITY OF HANDWASHING

Handwashing is one of the most effective ways of preventing the spread of diseases. The Center for Disease Control and Prevention (CDC) recommends washing your hands thoroughly and often. SMART has restroom facilities on each train enabling passengers to wash their hands as frequently as possible.



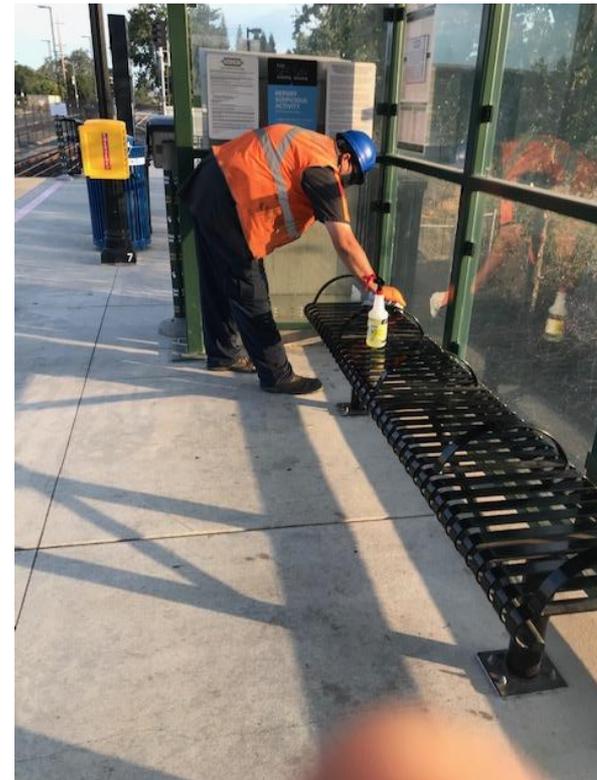
HAND SANITIZERS AND HEALTH OFFICIAL GUIDELINES

SMART has installed hand sanitizers and signage outlining social distancing protocols and local health orders on all trains and at other SMART facilities to help prevent the spread of germs.



INCREASED CLEANING

SMART cleans and sanitizes its fleet and stations **2X per day** using products on the Environmental Protection Agency approved for use against COVID-19



SMART SUPPLIED FACIAL COVERINGS

SMART's Conductors have been supplying facial coverings to any passenger onboard who does not have one in compliance with Health Officials protocols.



ELECTROSTATIC SANITIZERS

In addition to the cleaning of the Diesel Multiple Units 2X a day by our Vehicle Maintenance Team:

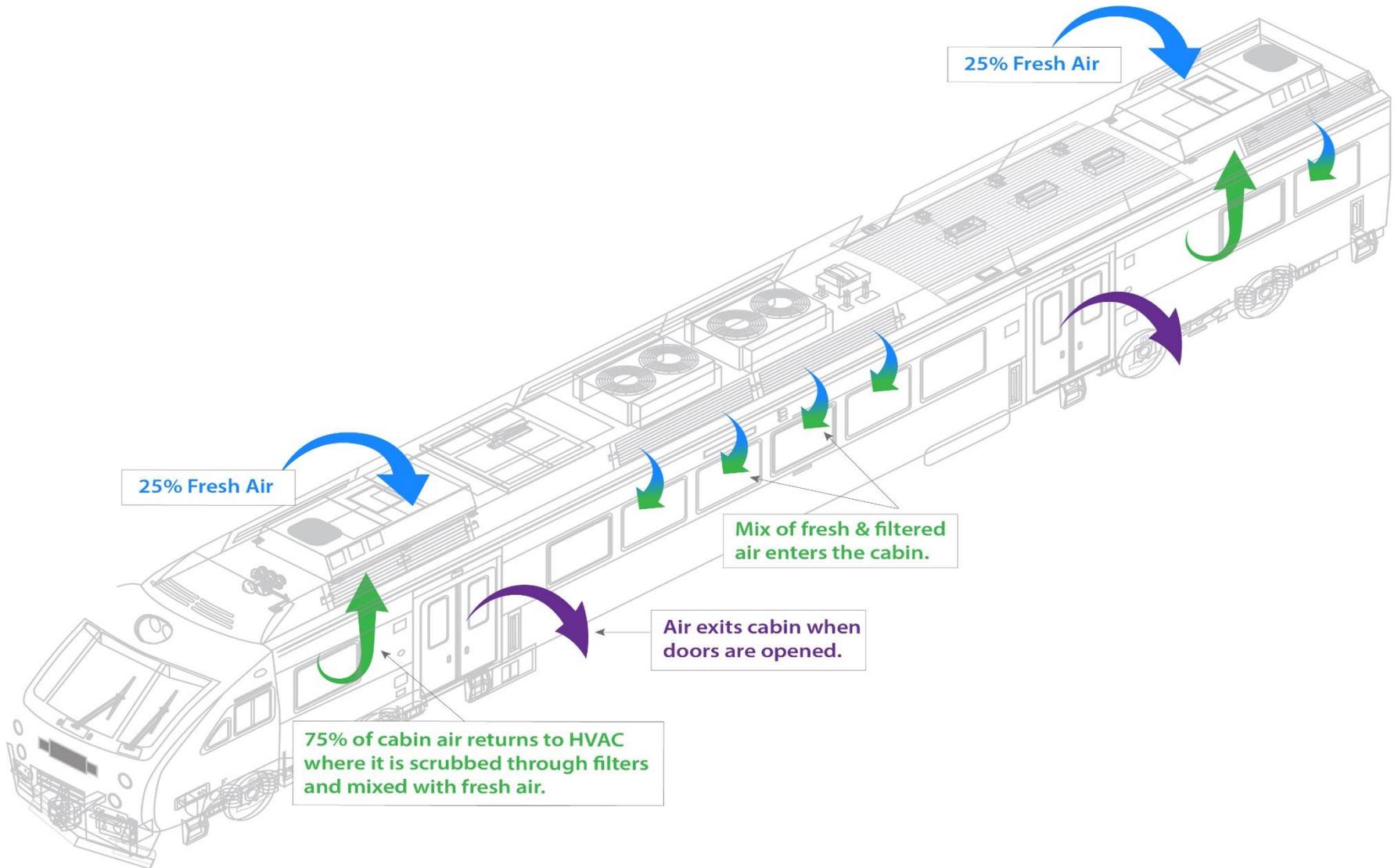
- SMART uses an electrostatic application system which offers an increased level of surface disinfection.
- SMART will also be providing hand sanitizer towelettes upon request to passengers which will allow them to wipe their hands, tables, or handrails if they choose.

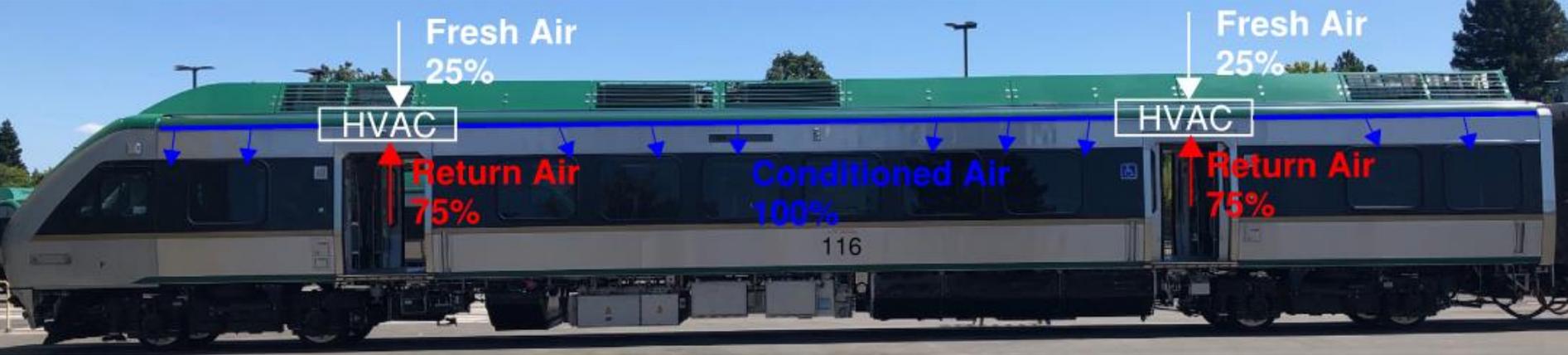


ONBOARD HVAC OPERATION

- Each of our trains have 2 Heating, Ventilation, Air Conditioning (HVAC) units.
- These units each pull in 25% of their air supply from outside (fresh air) and 75% of their air from the inside (recirculated/filtered).
- This air is mixed and released throughout the car length through overhead vents.
- SMART's HVAC units replace the air in the car with filtered/fresh roughly every 1 minute and 20 seconds. They also entirely replace the air in the car with fresh outside air every 5 minutes and 20 seconds.

ONBOARD HVAC OPERATION





AIR FILTER UPGRADE

- Filters are rated by their minimum efficiency reporting value (MERV)
- SMART is upgrading all onboard filters to MERV-13, a new expert recommendations.

ADDING UV SANITIZATION TO ONBOARD HVAC

- Ultraviolet light (UV) has been found to have a germicidal effect on airborne virus' causing cellular damage and inhibiting a virus' ability to replicate itself
- SMART is implementing this technology within the existing HVAC system
- By implementing UV light within the HVAC system, all air recirculated through the car will receive the UV treatment prior to being released back into the car



UV lamps are a common upgrade to at home HVAC systems and would provide a long lasting upgrade protecting SMART's passenger's from future virus' and bacteria

SAFETY IS OUR PRIMARY GOAL

- SMART recognizes that our passengers and employees safety is paramount.
- SMART has been and will continue to implement the most up to date technologies and best practices to provide the community with a safe high quality transportation option.

Riding Together: Bay Area **Healthy Transit Plan**





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Due to the changing conditions and growing body of knowledge about the pandemic, this plan may be updated and or modified.

To our Customers, Employees and Partners

The COVID-19 Pandemic has been a massive strain for everyone. And it presents transit systems with a historic set of challenges, including the need to adjust protocols and procedures to ensure a safe operating environment for everyone.

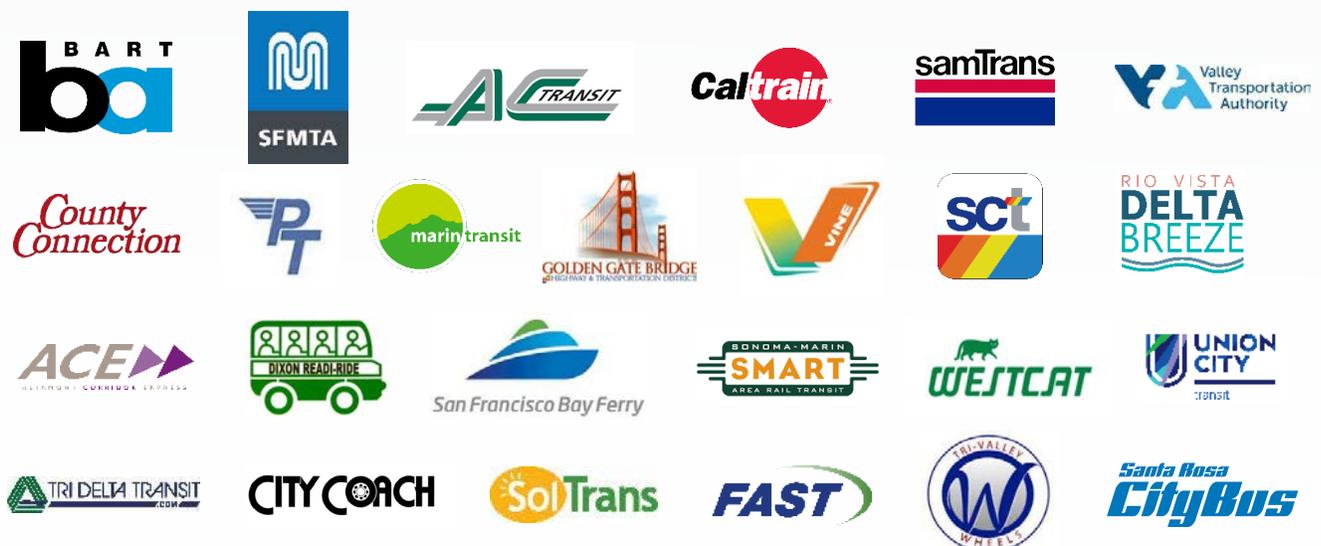
Collectively, we as the transit operators in the nine Bay Area counties, have joined forces to initiate research, study U.S. and international efforts, and review information from the American Public Transportation Association (APTA), to develop common commitments and expectations for employees and passengers in our Bay Area transit systems. From this work, we developed *Riding Together—Bay Area Healthy Transit Plan*. Development of our plan has additionally included collaboration with regional leaders, transit workers, paratransit providers, rider advocates, public health experts, and others.

As we are all guided forward by our State and local leadership toward business resumption, we view the safety of our employees and passengers as job number one. This plan serves as a tool for us, providing common commitments that have been set in place for our employees, our current passengers, and those who will be returning to transit.

This is a plan we own. A plan we will report on. And a plan that we will modify to the fluctuating nature of this pandemic. Furthermore, we are committed to the success of this plan, and look forward to a partnership with our customers and the shared responsibility for reducing transmission by properly wearing face coverings and meeting other expectations.

We are all in this together. We look ahead to serving our customers as well as teaming with them to work through this challenging time that faces everyone.

Bay Area Transit Operators





1.0 Plan Overview

Bay Area Public Transportation Providers (Appendix A) have collectively developed a cohesive health and safety plan—this plan—to bring the region’s public transportation providers together around transit-related health and safety standards and mitigations. This plan will provide guidance for the mitigations to be consistently applied across the network to best serve essential workers currently riding transit and help the Bay Area ease out of the COVID-19 pandemic stay-at-home order. While county-specific guidance may vary, these minimum standards give transit customers consistent expectations across all Bay Area public transportation operations and identify mitigations for public transportation providers and employees regarding workplace health and safety. Although many of the public transportation providers have their own individual plans or measures in place, this plan clarifies the responsibilities of public transportation customers and public transportation providers across the Bay Area in implementing the health and safety minimum requirements and mitigations and recommends communication strategies and key messages to promote health and safety awareness.

The guidelines in this plan reflect current understanding of the COVID-19 virus and the most prevalent methods of person-to-person transmittal:¹

- ⊕ Between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs, sneezes, or talks. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. COVID-19 may be spread by people who are not showing symptoms.
- ⊕ By touching a surface or object that has the virus on it and then touching the nose, mouth or eyes.

Plan Purpose

- Identify consistent health and safety standards for public transportation customers to do and public transportation providers to implement as the Bay Area eases out of the COVID-19 stay-at-home order.
- Clarify expectations and responsibilities of transit customers and transit providers.
- Recommend communication strategies and key messages to promote public transportation customer and provider compliance with and support for mitigations.

Scope of Plan

- Applies to Bay Area public transportation providers listed in Appendix A (non-aviation) including rail, bus, ferry, paratransit, demand response and micro-transit.
- Limited to COVID-19 recovery efforts and mitigations.
- Covers public transportation services provided both directly by the public transportation providers and those provided under contract.
- Flows down mitigations from public transportation providers to contractors, as needed.

KEY TERM

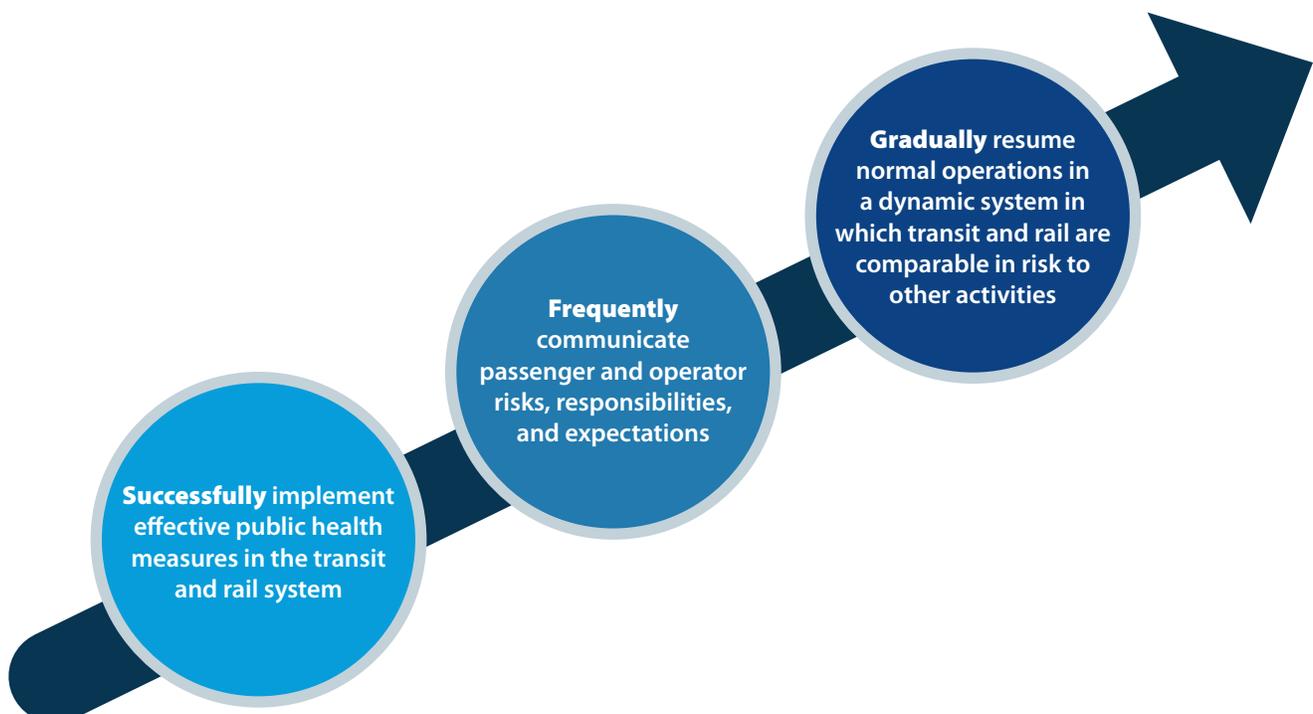
* **Mitigations:** Actions or practices that public transportation customers and providers, including employees, collectively take to slow the spread of COVID-19. Mitigations help the Bay Area’s public transportation network operate safely as the region eases out of the COVID-19 stay-at-home order.

The identified mitigations are based on US and international health agency guidance from the California Department of Public Health (CDPH), the US Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO). The application of the mitigations is informed by US and international transit industry guidance including guidance from the American Public Transportation Association (APTA 2020a; APTA 2020b; APTA 2020c), the CDPH (CDPH 2020a), a survey of 21 Bay Area public transportation providers regarding current COVID-19 health and safety practices and coordination with Bay Area public health representatives. See Section 7 for reference documents. In August 2020, APTA implemented its National Transit Recovery Commitment Program. Participating agencies (members) of APTA may display the program seal on vehicles and facilities. This new program from APTA is designed to support public transit agencies implement individualized policies for health agency guidance, cleaning, sharing of information, and other healthy best practices for passengers and employees.

This is a living plan and is based on current, known COVID-19 transmittal factors and disruptors of those transmittal factors (mitigations), and the current COVID-19 situation and public health response in the Bay Area and California.

This plan may change and adapt as research around COVID-19 evolves, as performance against this plan is achieved and/or as the COVID-19 situation in California changes. This plan currently anticipates that with continued compliance with California-mandated face covering requirements, physical distancing recommendations may change over time to allow for increased vehicle capacity to serve more Bay Area customers, while still complying with epidemiological research and transit best practice. Using the current guidelines and mitigations in this plan confirms that Bay Area public transportation providers are following public health recommendations while balancing the need to move toward increased capacity service.

This plan's approach is consistent with a Safety Management System approach that evaluates and balances risk recognizing society's need for and value of public transportation. The Federal Transit Administration requires, as part of the Public Transportation Agency Safety Plan final rule, the evaluation of safety risks and the application of mitigations to reduce risks as part of a transportation provider's Agency Safety Plan. This regional COVID-19 plan is consistent with managing risks associated with this pandemic to gradually move to resume capacity and service.



2.0 Alignment with State Pandemic Resilience Roadmap

California is currently in **Stage 2** of the state's Pandemic Resilience Roadmap (CDPH 2020b), allowing specific lower risk sectors to open and modified school programs and child care to resume.

Indicators to modify the Stay-at-Home Order include:

- ⊕ Ability to test, contact trace, isolate, and support the exposed
- ⊕ Ability to protect those at high risk for COVID-19
- ⊕ Surge capacity for hospitals and health systems
- ⊕ Therapeutic development to meet the demand
- ⊕ Ability of business, schools, and childcare facilities to support physical distancing
- ⊕ Determination of when to reinstitute measures like Stay-at-Home



There are nine counties that are represented in the Bay Area Transportation Providers: Marin, Sonoma, Napa, Solano, Contra Costa, Alameda, Santa Clara, San Mateo, and San Francisco. As of August 2020, all the nine counties were being monitored for data that does not meet indicator objectives (CDPH 2020c).

Public transportation providers have impacts or supporting roles on the emboldened bullets in the above list. Committing to support contact tracing where appropriate, protecting high-risk persons during travel and supporting physical distancing are all part of this plan and support the ability of the state to modify the Stay-at-Home order and provide for further re-opening. At Stage 3, counties may choose to move forward at their own pace, relaxing orders, which can impact the demand for public transportation. By supporting the community indicators, transportation providers will demonstrate partnership and community-mindedness, allowing for the easing of restrictions and the ability to increase capacity in a safe and moderated way.

3.0 Health and Safety Risk and Public Transportation Benefits

Public transportation, like other businesses, has had to weigh risks of providing equitable transportation service against health and safety risks. The Federal Transportation Administration requires public transportation providers to identify, evaluate and manage risks for the best outcome to the public and to those who provide the services. The societal benefits of providing affordable transportation exceed any risks presented by public transportation related to COVID-19. This plan seeks to minimize further risks related to COVID-19.

As with other safety hazards, the most effective measures are layered for maximum results. Layering good hand hygiene, face coverings, ventilation, physical distancing, cleaning and disinfecting, limited time exposure, as well as, passenger personal accountability provide for a safer environment than only one or two of the mitigation measures alone. The Bay Area transportation providers are committing to layering safety measures along with passenger personal accountability to keep public transportation available for essential workers who are keeping the Bay Area in business and for others as the region emerges from the current conditions. **Using other prevention measures in combination with social distancing, such as wearing a mask, will modify the threshold of Social Distancing, and thus enable to increase the occupancy rate of the trains. (UIC2020)**

4.0 Health and Safety Mitigations

Public transportation customers and providers and their employees can all help keep California on a path to continue safely reopening and remaining open by following several key health and safety mitigations. Each health and safety mitigation is based on US or international public health recommendations. This plan includes mitigations for customers and providers to implement for a healthy Bay Area transit system.

Paratransit and demand response is discussed in Section 5, Paratransit, Demand Response and Vulnerable Populations.

4.1 Customer Facing Mitigations



Face Coverings

The CDC is advising the use of simple cloth face coverings to slow the spread of COVID-19 and help people who may have the virus and do not know it from transmitting it to others (CDC 2020a).

Additionally, on June 18, 2020, the State of California required people in the state to wear face coverings when they are in certain situations including the following related to public transportation operations for both customers and employees (CDPH 2020d):

- ⊕ Inside of, or in line to enter, any indoor public space.
- ⊕ Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle.
- ⊕ Engaged in work, whether at the workplace or performing work off-site, when interacting in-person with any member of the public, working in any space visited by members of the public, regardless of whether anyone from the public is present at the time, working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities, and in any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- ⊕ Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended and maybe required based on local guidance.
- ⊕ While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

Customer Responsibilities

Public transportation customers are expected to bring and properly wear their own face coverings when accessing public transportation services and facilities to comply with the State of California's order.

Public Transportation Provider Responsibilities

To support compliance with the State of California order, all public transportation providers require the proper use of face coverings on their systems, including in facilities, for all passengers over the age of 2 years, unless the customer is exempt per the State of California order.

Public transportation providers will:

- ⊕ Remind passengers of the face covering requirements.
- ⊕ Have the right to refuse to carry anyone not wearing a face covering, unless the person is exempt.
- ⊕ Communicate the requirement in transit vehicles and facilities noting the state requirement for face coverings for transit customers and employees.
- ⊕ Require employees to adhere to face covering requirements.



- ➔ Develop, implement and communicate to employees a process for equitable face-covering compliance strategies. At a minimum, to protect bus operators or others in direct contact with public, provide de-escalation options and support if conflict ensues.
 - Optionally, as a de-escalation technique, provide or make available face-coverings, as capabilities allow, at defined locations (from staff or for sale such as vending machines).
 - Consider other de-escalation techniques and inform operators of their options, such as dealing with face coverings in a similar manner as fare payment.

Paratransit and demand response face coverings is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.

Physical Distancing



COVID-19 is thought to spread mainly from person-to-person, between people who are in close contact with each other and through respiratory droplets produced when an infected person coughs, sneezes or talks (CDC 2020b). The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.

The CDC currently advises 6 feet, however, it should be noted that face coverings were not encouraged or mandated by CDC when the 6-foot distancing metric was introduced. Where practicable, Bay Area public transportation providers will provide for a minimum 3-foot physical distancing metric, coupled with mandatory, properly worn face coverings.

Customer Responsibilities

Public transportation customers are expected to remain a minimum of 3 feet or optimally 6 feet, as practicable, from others not in their households when in stations, transit facilities or in vehicles, in addition to complying with the facial covering requirement.

If assistance is required from the operator or other staff, the customer will allow the operator to manage the securement in the safest manner possible for both passenger and operator.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Communicate to their customers the physical distancing minimum standards for safely riding public transportation.
- ➔ Manage capacity, as possible, to provide spacing to achieve the 3-foot physical distancing minimum requirement.
- ➔ Evaluate disability device securement and advise operators how to manage securement practices to reduce risk to all parties.

Paratransit and demand response physical distancing is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.

Hand Hygiene



Good hand hygiene can help slow the spread of COVID-19. This includes washing hands with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60 percent alcohol (CDC 2020a).

Customer Responsibilities

Public transportation customers should bring hand sanitizer or disinfecting wipes to clean their hands before and after using public transportation and after contact with potentially contaminated surfaces or use hand washing facilities, as available.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ⊕ Provide information if hand-washing stations or hand sanitizer dispensers are available to customers.

A Quiet Ride Campaign



Droplets expelled through talking, singing, and other verbal activities are known to contribute to virus dispersion (CNN 2020; NEJM 2020). Bay Area public transportation providers will temporarily adopt the “Quiet Ride” communication campaign, requesting passengers minimize talking, singing or other verbal activities while riding public transportation to slow the spread of COVID-19. Necessary verbal activities, such as requesting a stop, are not precluded.

Customer Responsibilities

- ⊕ Reduce talking, singing, or other verbal activity to the extent possible while in public transportation facilities and on vehicles.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ⊕ Communicate and promote the “Quiet Ride” campaign to customers.

Vehicle and Facility Conditions – Cleaning and Disinfecting



Cleaning and disinfecting surfaces reduces the risk of infection by removing potential contamination. To restore passenger confidence and provide for a healthy environment, vehicles and facilities must be cleaned and disinfected more frequently than pre-COVID-19 practice. If not already doing so, public transportation providers will implement cleaning and disinfecting on a more frequent schedule than pre-COVID-19 practices and will follow APTA-recommended practices (APTA 2020a; APTA 2020b).

Customer Responsibilities

- ⊕ Customers must stay at home when they are sick in order to slow the spread of COVID-19, evaluating their own symptoms or exposure.
- ⊕ Customers will dispose of tissues or other potentially contaminated materials in trash cans.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ⊕ Daily clean and disinfect in-service vehicles, factoring in the level of use, with an emphasis on high-touch areas.
- ⊕ Provide elevated cleaning if a vehicle is reported to have carried an infected or potentially infected person. Reports could come from a public health agency, customer report or employee observation of a person displaying symptoms.
- ⊕ Use EPA-List N disinfectants applied through methods outlined in the APTA standard or EPA/CDC recommendations.
- ⊕ Coordinate with public health officials if reports of potentially-infected,² known or confirmed infected persons utilized the public transportation system.

Paratransit and demand response cleaning is discussed further in Section 5, Paratransit, Demand Response and Vulnerable Populations.



Vehicle and Facility Conditions – Ventilation



Increased air flow can provide for a healthier environment for transit customers and employees (CDC 2020e; APTA 2020a). On some vehicles, such as buses and light rail vehicles, doors are frequently opened to allow passengers to board or exit. Other vehicles have less frequent door cycling and are more dependent on the vehicle heating ventilation and air conditioning (HVAC) system. Buses and ferries may have windows that open, allowing additional ventilation. Where feasible, public transportation providers will increase ventilation in vehicles and in facilities.

Customer Responsibilities

Customers will not close windows that are open without consulting the operator or other public transportation employee.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Maximize fresh air in vehicles and facilities, based on ventilation options, and other factors such as climate or air quality.
- ➔ Confirm maintenance is performed on ventilation systems in vehicles and station facilities and that the systems function at peak-performance.
- ➔ Use the highest MERV-rated filter appropriate for the HVAC system in vehicles and facilities, as feasible.
- ➔ Provide guidance to operators or other public transportation employees regarding the opening of windows and doors, including direction if other health hazards such as air quality issues arise.



Touchless Fares

Reducing cash fare payments reduces touch and virus transmittal potential and can reduce the need for face-to-face transactions.

Customer Responsibilities

- ➔ Public transportation customers should use touchless fare options, when possible, to include Clipper cards or online or mobile ticketing.
- ➔ If using cash fare, have correct fare ready for payment on boarding to minimize exposure to others boarding.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ➔ Communicate all touchless fare payment options to customers.
- ➔ Encourage use of touchless fare payments, as feasible, while still allowing for cash options.

Paratransit and demand response touchless fares is discussed in Section 5, Paratransit, Demand Response and Vulnerable Populations.

4.2 Transit Employees Mitigations

Keeping employees safe and well is critical for the operation of Bay Area public transportation providers. The following minimum standards apply to public transportation employees. Employees should adhere to company requirements and be assured that other employees will also adhere to requirements and be held responsible.

Employee COVID-19 Assessments

Assessing employee wellness is part of evaluating fitness for duty. During the COVID-19 pandemic, additional COVID-19 assessments can support whether employees are ready for work and minimize the risk of spreading COVID-19 to others around them. It is critical to understand that many people who have COVID-19 are asymptomatic and may not know that they are infected. Also, note that temperature scan results can be unreliable. Some temperature instruments only test skin temperature which can be impacted by external climate or human activity. Also, normal human temperature can range from 97° to 100° F, so a fever cannot be assumed based on a slight elevation in temperature. Staff training also factors into the reliability of a temperature scan.

Employee Responsibilities

Employees will cooperate with the employer-developed protocols for COVID-19 assessment and provide facts when completing any requested assessments.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ④ Develop and implement a COVID-19 assessment protocol for employees prior to accessing transit facilities or vehicles. The COVID-19 assessment may consist of a self-assessment, questionnaire or temperature scan or other activities that provide information about whether it is safe to be at work.
- ④ Develop, implement and communicate a policy for employees around the COVID-19 assessment protocol including expectations of those who may be prevented from working based on the COVID-19 assessment.
- ④ Provide for employee health privacy in any COVID-19 screening activity.

Personal Protective Equipment



Personal protective equipment (PPE) is inclusive of face coverings, face shields, and gloves. As per the State of California order, face coverings are required for all in work place settings (CDPH 2020d). Some job categories may require different PPE than other job categories. Public transportation providers are recommended to perform some type of job hazard analysis (JHA) to determine specific hazards or exposure possibilities and base PPE allocation on that assessment.

Employee Responsibilities

Employees will wear the combination of PPE defined for their job requirements to safeguard themselves and others while in the work environment. If any portion of the PPE defined for an employee's job requirements cannot be complied with, the employee is responsible for alerting their employer and cooperating with the development of alternatives to provide for a healthy working environment, as feasible.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ④ Determine and supply minimum levels of PPE, including the required face coverings (unless exempt).
- ④ Perform some type of job hazard analysis to determine specific hazards or exposure possibilities and base PPE allocation on that assessment. These can be broad categories based on exposure (for example, public facing duties or job duties that require close proximity to other employees or passengers). Positions at a higher risk for exposure, such as mechanics or right-of-way maintainers who work in pairs to perform tasks or bus operators, should be considered for higher levels of PPE.



- ⊕ Provide supervision and oversight to confirm compliance and develop protocols for non-compliance.
- ⊕ Identify any spaces where face coverings are not required (e.g. private offices), as allowed by local health guidance.
- ⊕ Communicate requirements to all employees.
- ⊕ Develop and implement a policy to manage employees who do not or cannot comply with the increased or changed PPE requirements.

Physical Distancing



Physical distancing is one of the primary mitigation measures, in addition to face coverings, recommended by the public health agencies to minimize the risk of COVID-19. There are several factors that are currently considered in transmitting the infection. Both time and space are being evaluated, with exposures of greater than 15 minutes or closer than 3 feet both factors related to transmission (WHO 2020a; WHO 2020b). Public transportation providers will consider distancing, facial coverings and time in their employee physical distancing requirements.

Employee Responsibilities

Employees will comply with physical distancing requirements and facility modifications. If employees cannot comply with physical distancing requirements or function with facility modifications, employees must alert their employer and discuss alternatives to support a safe work environment.

Public Transportation Provider Responsibilities

Public transportation providers should evaluate the following spaces and put into practice measures to manage physical distancing. Where work duties allow, provide for virtual work to reduce exposure of employees. Providers should evaluate facility capacity and develop a plan for all job categories to assess remote work, staggered shifts and other strategies to alleviate crowding that would challenge physical distancing.

Common Spaces

Common spaces include, but are not limited to, vestibules, restrooms, break rooms, lunchrooms, conference rooms, shared workspaces and operator report areas.

Public transportation providers will:

- ⊕ Determine common space capacity based on space size and configuration and define limits.
- ⊕ Stagger work hours and breaks to spread use of space.
- ⊕ Encourage eating outside, at desks, or at physically-distanced spacing, as possible.
- ⊕ Enforce face covering requirements for all common spaces.
- ⊕ Communicate expectations for physical distancing in common spaces.
- ⊕ Clean and disinfect common spaces regularly, using EPA-List N disinfectant materials.
- ⊕ Remove or provide for cleaning of recreational equipment (pool tables, ping pong tables, or other) that might encourage close proximity or provide cleaning for high touch potential.
- ⊕ Enforce physical distancing requirements for meetings or group activities, reducing in-person participation, encouraging virtual participation, utilizing larger meeting spaces or moving meetings outside, as possible.

Vertical Transport

Vertical transport includes elevators or stairs, areas that have the potential to place persons in close proximity within enclosed spaces.

Public transportation providers will:

- ⦿ Either limit capacity of elevators or ensure exposure time is less than 15 min.
- ⦿ Encourage stair use, as possible, to reduce elevator congestion.
- ⦿ Consider allocating one elevator for vulnerable persons who may be at higher risk of life-threatening COVID-19 complications, as needed.

Work Space Modification

Public transportation providers should evaluate work spaces for each job category to either allow for physical spacing or the placement of temporary or permanent shielding.

Public transportation providers will:

- ⦿ Provide dividers in group work spaces or provide additional space.
- ⦿ Provide protection for bus operators utilizing minimum 6-foot physical distancing between operator and passengers or protective measures to include permanent or temporary shields, rear door boarding, if available, elevated PPE and/or elimination of seating within close proximity.
- ⦿ Provide station agent or other field staff with shielding or elevated PPE.
- ⦿ Provide individual work equipment or provide sanitation materials for cleaning between employee use.

Infected Employees/Contact Tracing



Public transportation providers will track employees who access transit facilities or equipment, as feasible. If an employee reports an infection, or possible contact with an infected person, public transportation providers should document and maintain records of what other employees may have come into contact with the exposed or infected employee and notify other employees. Public transportation providers should inform employees if the provider is notified from a customer contact or other notification, that an infected person has been in a specific vehicle or facility. Public transportation providers should report any confirmed infections to the appropriate public health agency.

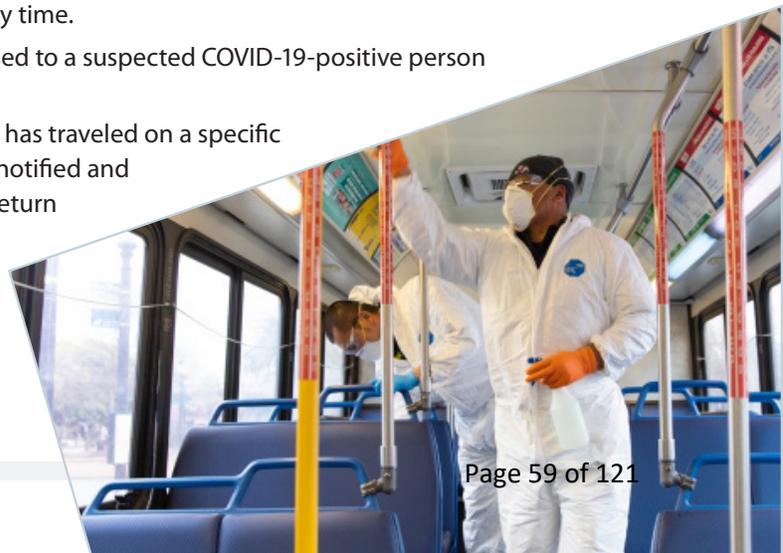
Employee Responsibilities

Employees will inform their employer if they test positive for COVID-19, have been exposed to someone confirmed to have COVID-19 or suspect exposure to COVID-19. Employees will not report to work under these conditions and will abide by public health requirements for infected or exposed persons.

Public Transportation Provider Responsibilities

Public transportation providers will:

- ⦿ Record which employees are in facilities or vehicles at any time.
- ⦿ Notify other employees if they have been possibly exposed to a suspected COVID-19-positive person to allow them to take appropriate action.
- ⦿ If notified that a confirmed or suspected-positive person has traveled on a specific trip or bus, if possible to determine, the operator will be notified and provided options for reporting, testing, quarantine and return to work.
- ⦿ Define policies specific to handling any reported health information, notification processes and rights and responsibilities of infected or quarantined employees who miss work.





5.0 Paratransit, Demand Response and Vulnerable Populations

This section adds additional detail to applicable minimum mitigations described in Section 4.1 and 4.2. Paratransit providers and customers should review Sections 4.1 and 4.2 in addition to Section 5 for minimum mitigations related to physical distancing, touchless fare, hand hygiene, and ventilation which all have applicability to paratransit transportation.



Face Coverings

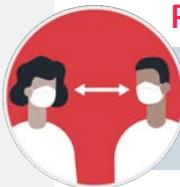
The population of customers utilizing paratransit service may have a higher likelihood of being exempt from the face coverings requirement due to other health issues. This provides for additional potential exposure of other passengers and operators.

Customer Responsibilities

Customers must wear face coverings unless exempt and should inform the paratransit provider if unable to wear a face covering to allow for additional protective measures, as feasible.

Paratransit Provider Responsibilities

If informed that a specific customer cannot wear a face covering, additional spacing between customers should be allowed (6-feet) and, if possible, the space should be disinfected after the customer is transported.



Physical Distancing

As per fixed route service, a minimum of 6-feet physical distancing should be maintained between operator and passengers and 3-feet between passengers. Aides or family members are considered part of the passenger household unit.

Customer Responsibilities

Customers should maintain a minimum of 3-feet physical distance from those not within their household unit. Customers exempt from face covering requirements should attempt to increase the physical distancing to 6-feet, as possible.

Paratransit Provider Responsibilities

Capacity on vehicles should allow for maintaining a minimum of 3-feet physical distancing between customers/household units, as feasible, with additional space allowed if face coverings are not possible.

Vehicle Condition - Cleaning and Disinfecting



Cleaning and disinfecting surfaces in the paratransit or demand response sector is important as these customers are frequently more vulnerable due to underlying health conditions and may be more likely to be exempt from the face covering requirement. Often this population has limited alternative transportation choices. Paratransit providers should have heightened concern to maintain clean and disinfected vehicles servicing these customers (APTA 2020a).



Paratransit Provider Responsibilities

- ➔ Daily clean and disinfect in-service vehicles, factoring in the level of use, with an emphasis on high-touch areas.
- ➔ Spot clean high touch areas during service hours, as possible with passenger loads, with additional attention after carrying passengers who are exempt from face covering requirements.
- ➔ Elevate cleaning if a vehicle is reported to have carried an infected or potentially-infected person.
- ➔ Use EPA List N disinfectants applied through methods outlined in the APTA standard or CDC/EPA recommendations.

Employee Personal Protective Equipment and Supplies



A paratransit or demand response operator is one specific position that will require different level of PPE from other job categories, as most are required to work in close proximity to customers to secure or otherwise assist customers as part of their job duties.

Paratransit Provider Responsibilities

- ➔ Review the level of contact required of their demand response operators and provide elevated PPE if exposure is elevated. Considerations should include face shields or eye protection and face coverings, gloves, spray or wipe-on disinfectant, and hand sanitizer or sanitizing wipes.

Passenger COVID-19 Wellness Screening



Most demand response service has some type of advanced scheduling ability, with follow-up reminders or communication. This is an opportunity to ask passengers to self-assess their wellness as an additional safeguard to other passengers and the operator.

Customer Responsibilities

Customers will review their own COVID-19 wellness and exposure and schedule trips based on the review. If exposed or symptomatic, customers should advise the paratransit provider to determine alternate transportation options or to allow the provider to schedule or arrange travel in the safest manner possible.

Paratransit Provider Responsibilities

- ➔ Review scheduling protocols and, as possible, include a simple self-assessment questionnaire which would indicate to the potential passenger if they should continue with their ride or cancel or arrange alternate transportation due to any symptoms or exposure.

The assessment should consider the following areas of review:

- Exposure to persons with confirmed case of COVID-19 in the past 14 days.
- New symptoms such as fever, cough, fatigue, shortness of breath, chills or muscle aches. Note that the list of symptoms continues to evolve with the most recent found at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.
- ➔ Develop protocols and inform schedulers and staff regarding proper handling of customer reports of exposure or infection. Options might include providing ride as a single passenger (unit), arranging for alternate transportation, advising of other transportation options or denying ride based on direct threat.

Contact Tracing



Paratransit providers have customer information that could be used to support contact tracing. If a passenger has likely come into contact with an infected person through their paratransit use, that customer, as well as the public health agency, should be contacted and provided information of the potential contact.

Customer Responsibilities

If a customer using paratransit services, subsequently tests positive or develops symptoms and is presumed to be positive, the customer will notify the paratransit provider to allow follow up with other potentially exposed persons.

Paratransit Provider Responsibilities:

- ➔ Provide information either directly or through the public health agency if an exposure is reported.
- ➔ Notify the operator and provided options for reporting, testing, quarantine and return to work.
- ➔ Allow for appropriate quarantine of operator or other staff, as advised by the public health agency.



6.0 Communication Strategies and Key Messages

Goals:

- Reinforce the State of California order requiring facial coverings.
- Encourage behaviors that reduce potential exposure of customers and employees while riding or working in the Bay Area transit systems.
- Increase passenger and public awareness of individual responsibilities and actions for healthy practices in public spaces, transit vehicles and transit facilities.
- Increase public confidence in and support for using transit as the Bay Area emerges from the COVID-19 stay-at-home order.
- Broaden public awareness of cooperative strategies and health mitigations adopted by Bay Area transit operators.
- Coordinate communications efforts to promote public transportation customer and provider compliance with and support for mitigations.

Strategies:

- Inform transit customers and employees of the plan's identified and implemented minimum safety and health mitigations for public transportation as the Bay Area eases out of the COVID-19 stay-at-home order, and more transit services phase in.
- Inform transit agency customers and employees of cooperative expectations and responsibilities of riding and working in the Bay Area's transit systems.
- Coordinate agencies' existing and forthcoming customer research data to refine distribution channels and messaging as conditions warrant.
- Leverage key messages as a call to action for healthy practices while using and working in transit systems.
- Deliver key messaging and approaches to agencies so they may augment and adapt to individual agency communications efforts to passengers and employees.
- Encourage customer compliance and cooperation in behaviors and mitigations for healthy use of public transit as the Bay Area emerges from the COVID-19 stay-at-home order.

Tactics:

- Distribute key messages in multiple and or cooperative communications channels of individual transit agencies. And, when possible, agency communications teams will utilize uniform message structure as well as cooperative scheduling, information and events throughout the Bay Area.
- Echo a partnership with the public in all messaging—operators view customers as partners in this effort and plan.
- Build on the behavioral and social foundations and common-sense practices already established in grocery stores and other essential businesses.
- Leverage and load Bay Area agencies' owned, earned and paid media channels with essential and uniform messages at key service resumption times.
- Distribute key messages via applicable business and employer communications channels.
- Share information and key messages with media as well as elected and community stakeholders.
- Work with paratransit providers for special communication needs for both operators and passengers.
- Deliver messaging in a variety of equitable channels to reach LEP travelers.
- Utilize simple graphics and minimal text to convey key messages.

Target Markets:

- Current transit customers and transit dependent travelers
- Previous transit customers who paused commuting during the COVID-19 stay-at-home order
- Occasional transit riders
- Bay Area residents
- Transit agency employees
- Paratransit customers and providers
- Schools, colleges and universities
- Bay Area businesses and employers

Transit Agency Customers

Face coverings - California requires people in the state to wear face coverings outside of their homes.



Properly worn face coverings are mandatory.

Physical distancing - The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.



Give others space to keep everyone healthy. Plan your trip and avoid crowded vehicles.

Keep hands clean - Frequent hand washing can help minimize the spread of COVID-19.



Wash hands before and after your trip. Carry hand sanitizer with you.

A quiet ride - Talking, singing, and other verbal activities increase the risk of COVID-19 transmission.



Reduce the spread – minimize talking when possible.

Cleanliness - Cleaning and disinfecting surfaces reduces possible COVID-19 transmission. Vehicles and facilities are cleaned and disinfected frequently.



We're frequently cleaning and disinfecting our vehicles, stations, workspaces, and high-touch areas to keep everyone healthy.

Ventilation - Increased air flow can provide for a safer environment for customers and employees in the transit.



We're keeping the air flowing to help keep everyone healthy.

Touchless fares - Minimizing of cash for fares helps reduce risk of COVID-19 transmission.



Using electronic payment can help reduce the spread of COVID-19. Please check with your provider for details.

Testing - Keeping everyone safe and healthy is a priority.



Don't ride if you are sick. If you feel you have been exposed to COVID-19, get tested. Contact your health provider or local public health department.

Personal protective equipment (PPE) - PPE is inclusive of face coverings, face shields, and gloves. Per CA requirement, face coverings are required for all in a workplace setting. PPE requirements may differ for employees based on job category.



We're providing employee protective equipment and modifications to protect our employees and keep passengers healthy.

Transit Agency Employees

Employee wellness assessments - Assessing employee wellness is part of evaluating fitness for duty during the COVID-19 pandemic.



Agencies have employee wellness assessments in place to protect our employees and passengers.

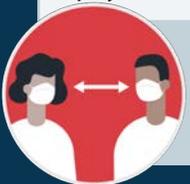
Personal protective equipment (PPE) -

PPE is inclusive of face coverings, face shields, and gloves. Per CA requirement, face coverings are required for all in a work place setting. PPE requirements may differ for employees based on job category.



We're providing PPE such as face coverings, face shields, and gloves to our employees. PPE requirements may differ based on job category.

Physical distancing - The World Health Organization and multiple European transportation agencies are using a 1 meter (approximately 3 feet) minimum requirement for physical distancing when face coverings are worn.



Give others space to keep everyone healthy.

Contact tracing - If an employee reports an infection or possible contact with an infected person, transit providers should maintain records of what other employees may have come into contact. Transit agencies should report any confirmed infections to the appropriate public health agency.



We have an employee contact tracing program in place to keep our employees safe and healthy.

Testing - Public transit workers are deemed essential and have been given priority testing. We encourage testing of employees who have symptoms or think they may have been exposed to COVID-19.



Don't come to work if you are sick. If you feel you have been exposed to COVID-19, get tested. Contact your healthcare provider or local public health department.

Paratransit Agency Customers

Face coverings - California requires people in the state to wear face coverings outside of their homes.



Properly worn face coverings are mandatory.

Touchless fares - Minimizing of cash for fares helps reduce risk of COVID-19 transmission.



Using electronic payment can help reduce the spread of COVID-19. Please check with your provider for details.



Recommended Messaging Approach and Channels

Sharing information and consistent messaging will help ensure a successful implementation of this plan. While individual agencies have separate policies, facilities, services and communications methods, it is recommended to feature the key messages from this plan in prominent communications channels. Communication is critical for a successful implementation for everyone that interacts with the transit system. With shared and uniform messages in place, passengers traveling across providers will experience consistency in expected conduct and environment.

Communication Channels – Owned

- ➔ Agency Website – Prominently feature the key message points and information on frequently-used landing pages, customer/fare pages and microsites, employee intranet, and media pages as well as a link to healthytransitplan.com. Site analytics should be used to monitor.
- ➔ Share and post co-produced information video on agency websites and social media platforms.
- ➔ Social Media Platforms – Post key message points at times recognized for highest engagement. Add applicable key messages in engagement and individual messages. Utilize applicable video clips as aligned with key messages.
- ➔ Other Digital Communications - Frame key plan messages in customer-facing newsletters, blogs and/or e-blasts.
- ➔ On-vehicle/Station and Stop Monitors – Add key messages.
- ➔ Customer Service Call Centers/Touch Points – Add key messages to customer touch points such as call center floodgates or hold messages as well as any open customer service and or ticket windows. And, encourage integration of key message points, when applicable, into responses to customer inquiries.
- ➔ Post distancing and entry/exit modifications on vehicle floors and ceilings.
- ➔ On vehicle signage – Post key messages on vehicles and applicable boarding/fare gate areas and ticket vending equipment, points of entry, customer ticketing and service areas.
- ➔ Publish messages on shared revenue advertising space within or outside vehicles.
- ➔ Add applicable information to on-location rerouting notices.

Communication Channels – Earned

- ➔ News release(s) – as planned by the Communications Team
- ➔ Media advisory – as planned by the Communications Team
- ➔ Cooperative media event – as planned by the Communications Team
- ➔ Information video – as planned by the Communications Team
- ➔ B-roll – as planned by the Communications Team
- ➔ Op Ed – as planned by the Communications Team
- ➔ Suggesting a Reddit AMA (Ask Me Anything) – featuring key moderators/participants
- ➔ Suggesting a cooperative letter or simplified MOU with agencies to show collaboration

Communication Channels – Paid

- ⊕ Consider/explore use of paid/boosted posts on social media channels.
- ⊕ Explore options for cooperative advertising options in/around stations: Out-of-home including in-station, on-vehicle and geo-fenced ads served to mobile users within proximity to key stations.

Communication Channels – Community Outreach and Stakeholder Outreach

- ⊕ Meet with and engage community leaders for best approach to reaching communities of color, lower-income, and Limited English Proficiency (LEP) populations as well as share materials and key messages.
- ⊕ Engage customer advocacy groups and individuals.
- ⊕ Share ADA compliant and remediated materials from websites with paratransit partners.
- ⊕ Distribute key message point to business and employer groups.
- ⊕ Distribute information to Clipper and 511 for cooperative announcement, and encourage integration of key message points, when applicable, into online customer engagement responses.
- ⊕ Distribute and or post information at open community center locations.
- ⊕ Share key information and message points to Board members and executive teams.
- ⊕ Share key information and message points to agency community and passenger working groups.

Employee Communications

Distribute key message points in cooperation with human resources and union representatives at key points:

- ⊕ Building entry and exit points
- ⊕ Newsletters/eblasts
- ⊕ Offices, breakrooms, shops, gyms and other facilities
- ⊕ Team calls and huddles
- ⊕ Dispatch and scheduling areas





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Appendix A

Bay Area Transportation Provider Participants

- Altamont Commuter Express (ACE)
- Alameda-Contra Costa Transit District (AC Transit)
- Caltrain
- Central Contra Costa Transit Authority (CCCTA)
- City of Dixon Read-Ride
- County Connection
- Eastern Contra Costa Transit Authority (Tri Delta)
- Fairfield and Suisun (FAST)
- Golden Gate Bridge, Highway and Transportation District (GGBHTD)
- Livermore Amador Valley Transit Authority (LAVTA)
- Marin Transit
- Napa Valley Transportation Authority (VINE)
- Petaluma Transit
- Rio Vista Delta Breeze
- SamTrans
- San Francisco Bay Area Rapid Transit (BART)
- San Francisco Municipal Transportation Agency (SFMTA)
- Santa Rosa CityBus
- Santa Clara Valley Transportation Authority (VTA)
- Solano County Transit (SolTrans)
- Sonoma County Transit
- Sonoma-Marín Area Rail Transit (SMART)
- Tri-Valley Wheels
- Union City Transit
- Vacaville City Coach
- Water Emergency Transportation Authority (WETA)
- Western Contra Costa Transit Authority (WestCAT)

Appendix B

Assessing Plan Effectiveness and Reporting for Accountability

Data collection and accountability is an important component of assessing plan effectiveness and to monitor if adjustments need to be instituted to meet the goals of the plan. This plan provides a framework for Bay Area transportation operators to collect, share and report data, and be accountable to each other as well as provide information to the public to build confidence in the Bay Area public transportation system. It is important to note that public transit operators are primarily accountable to the health guidance issued and updated by county public health officers pursuant to changes in State guidance.

As the administrators of this plan, each Bay Area public transportation provider will report on the metrics outlined in Table 1. This data and any related actions will be updated monthly, shared with the Metropolitan Transportation Commission (MTC) as requested, and be publicly accessible on the following website: healthytransitplan.com.

Each transportation provider will:

- ⊕ Define an individual agency process to gather data listed in Table 1, allowing for an agency-specific statistically valid percent sample of data gathering across modes, across facilities and vehicles.
- ⊕ Define who, within each public transportation provider is responsible to manage and report the data and report the date as individual agencies.

Table 1 identifies metrics to support management of this safety and health plan.

Table 1. Safety and Health Plan Metrics

Common Commitments	
All Agencies	
State mandated and properly-worn face coverings	✓
Safe distancing and capacity	✓
Daily cleaning	✓
Sharing data between agencies	✓
Paratransit	
Contact outreach if reported infected customer	✓
Individual Agency Commitments	
Strategic, Plans and Processes	
Plan/process for transportation provider facility staffing (% of occupancy)	✓
Communication strategy and reporting on posted, verbal, email and social distancing communications to include non-English language – internal and external	✓
Individual Agency Metrics	Timing
Customer Facing	
Estimate of face covering compliance – random statistically significant sample across modes, including facilities and vehicles Goal: 95% compliance (allows for non-exempt) Critical metric as the closer physical distancing assumed in this plan is based on face covering compliance, in addition to other measures	Agency data Reported monthly to dashboard
Estimate of vehicle capacity - random statistically significant sample across modes Goal: Estimate of vehicle capacity to allow for physical distancing	Agency data Reported monthly to dashboard
Employee Facing	
Percent (%) of internal contact tracing completed if confirmed infected employee Goal: 100% of confirmed employees	Agency data Reported monthly to dashboard
Estimated compliance across employee groups for face coverings Goal: 100% (exempt employees counted as compliant)	Agency data Reported monthly to dashboard

Riding Together: Bay Area **Healthy Transit Plan**



October 21, 2020

Eric Lucan, Chair
Transportation Authority of Marin

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

Judy Arnold
Marin County Board of Supervisors

Damon Connolly
Marin County Board of Supervisors

Debora Fudge
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin County Council of Mayors and
Councilmembers

Joe Naujokas
Sonoma County Mayors' and
Councilmembers Association

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Chris Rogers
Sonoma County Mayors' and
Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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

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

SUBJECT: Monthly Ridership Report – September 2020

Dear Board Members:

RECOMMENDATIONS: Information Item

SUMMARY:

We are presenting the monthly ridership report for activity for the month of September 2020. This report shows trends in ridership for SMART by tracking Totals, Average Weekday riders, and Average Weekend/Holiday riders via the two methods we employ to track riders on a daily basis: Onboard Counts and Clipper + Mobile App paid fares. The report details bicycles and wheelchairs counted as well.

As discussed in prior presentations to Your Board, both methods of counting are necessary to track progress. Onboard Counts capture all riders, including the riders who are riding during the Free Fare Days or Free Fare Programs offered by Your Board, riders with passes who neglect to tag on or off, as well as categories of riders such as children under five years old. Therefore Clipper + Mobile App paid fare reports do not capture all riders.

This and future reports will compare the most recent month to the same month during the prior year, as is standard industry practice for tracking trends over time. The report also shows progress so far in the Fiscal Year compared to the same time in the last Fiscal Year, to enable tracking of riders relative to budget expectations.

SMART's rider data for August 2020 was posted on the SMART Ridership web site (<http://sonomamarintrain.org/RidershipReports>) and SMART's September 2020 data will be posted once validated.

The September 2020 report covers the slow increase of riders returning to SMART as Bay Area Counties lift their Shelter-In-Place restrictions and begin to phase the opening of restaurants, retail shops, offices, and other places of work. In response to the pandemic, SMART annulled service on weekends starting March 21 and reduced weekday services, first from 38 to 34 trips, then to 32 trips and, starting April 6, reduced weekday service to 16 trips.

FISCAL IMPACT: None

REVIEWED BY: Finance /s/ Counsel /s/

Very truly yours,

 /s/
Joanne Parker
Programming and Grants Manager

Attachment(s): 1) September 2020 Monthly Ridership Report

SEPTEMBER 2020 SMART RIDERSHIP

COVID-19 related public health orders to Stay at Home in September 2020 have been partially lifted in various phases in the Bay Area. As a result of more restaurants, retail shops, offices, and other places of work reopening, SMART, along with other Bay Area Transit Agencies, has seen increases in ridership compared to the early months of the pandemic (April & May).

SMART modified services in March 2020 due to the pandemic, with weekend service annulled starting March 21/22 and weekday service reduced first by 4 trips (down to 34) on March 23rd, then by another 18 trips, (down to 16), on April 6. The first week of September saw a weekday average ridership of 439. That figure slightly increased to 449 average weekday riders during the first week in October.

SMART's September 2020 ridership is down 86% overall compared to September 2019. Fare payments through the Clipper and SMART App systems are down 85%. The total number of bicycles is down 78%. However, the percentage of riders bringing bicycles onboard grew from 13% in September 2019 to 20% in September 2020.

MONTHLY TOTALS YEAR-OVER-YEAR	Sep 2019	Sep 2020	% Change
Total Ridership (Onboard Counts)	62,974	8,951	-86%
Total Paid Ridership (Clipper + App Only)	55,193	8,250	-85%
Average Weekday Ridership (Onboard Counts)	2,701	426	-84%
Average Weekday Paid Ridership (Clipper + App Only)	2,387	392	-84%
Average Weekend/Holiday Ridership (Onboard Counts)	895	0	-100%
Average Weekend/Holiday Paid Ridership (Clipper + App Only)	745	0	-100%
Total Bikes Onboard	8,032	1,786	-78%
Total Wheelchairs Onboard	244	43	-82%

FISCAL YEAR-TO-DATE	Fiscal Year 2020	Fiscal Year 2021	% Change*
Total Ridership (Onboard Counts)	191,177	27,081	-86%
Total Paid Ridership (Clipper + App Only)	164,610	25,114	-85%
Average Weekday Ridership (Onboard Counts)	2,561	417	-84%
Average Weekday Paid Ridership (Clipper + App Only)	2,248	385	-83%
Average Weekend/Holiday Ridership (Onboard Counts)	975	0	-100%
Average Weekend/Holiday Paid Ridership (Clipper + App Only)	738	0	-100%
Total Bikes Onboard	22,697	5,816	-74%
Total Wheelchairs Onboard	618	87	-86%

**NOTES: COVID-19 Stay at Home Orders issued third week of March 2020. SMART annulled services starting March 21. SMART experienced similar ridership reductions to other transit systems in the Bay Area and Nationally. Free fare days and free fare programs offered in Fiscal Year 2020 also contributed to lower Clipper + App numbers*



October 21, 2020

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5401 Old Redwood Highway, Suite 200
Santa Rosa, CA 94954

SUBJECT: Approve a Resolution Authorizing the General Manager to Execute Contract No. CV-PS-20-001 with JMA Civil, Inc. for a total contract amount of \$500,000

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2020-22 Authorizing the General Manager to Execute Contract No. CV-PS-20-001 with JMA Civil, Inc. for On-Call Civil and Rail Engineering Design Services for a total contract amount not-to-exceed \$500,000.

SUMMARY:

SMART issued a Request for Proposals on August 3, 2020 for On-Call Civil and Rail Engineering Design Services. This professional services contract includes developing rail and civil engineering designs, solving problems such as drainage and site planning, survey and drafting, utility coordination, rail engineering including analyzing, preparing documents, reviewing shop drawings, and track inspections.

SMART received three (3) proposals on August 26, 2020 and rated them through a compiled score that included reviewing written proposals as well as contacting proposers' references. Based on the review process, the evaluation team rated JMA Civil, Inc. as the highest-ranking proposer, with an excellent demonstrated history of providing similar services. SMART issued a short list, ranking the proposers, on September 15, 2020.

JMA Civil, Inc. provides professional civil engineering and rail service provider specializing in transportation projects with offices in the Bay Area. After completing a complete procurement, staff is recommending executing a contract with JMA Civil, Inc. for a total amount not to exceed \$500,000 and a base contract term of 3 years with two (2) one-year options to renew thereafter.

This is an On-Call contract in which individual task orders will be prepared as work needs arise. Tasks will be funded based upon the nature of work. Staff has budgeted \$100,000 for work in the first year of the contract that falls within Fiscal Year 2020-21.

We recommend adopting Resolution No. 2020-22 Authorizing the General Manager to execute Contract No. CV-PS-20-001 with JMA Civil, Inc., for a base contract term of 3 years with two (2) one-year options to renew thereafter for a total contract amount not to exceed \$500,000.

FISCAL IMPACT: The first-year contract amount of \$100,000 has been included in the Fiscal Year 2020-21 budget.

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

Very truly yours,

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

Attachment(s):

- 1) Resolution No. 2020-22
- 2) JMA Civil, Inc. Contract No. CV-PS-20-001

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
APPROVING CONTRACT NO. CV-PS-20-001 WITH JMA CIVIL INC. FOR ON-CALL CIVIL AND RAIL
ENGINEERING DESIGN SERVICES**

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) requires On-Call professional engineering services with expertise in Civil and Rail Engineering; and

WHEREAS, SMART issued a Request for Proposals on August 3, 2020 for On-Call Civil and Rail Engineering Design Services; and

WHEREAS, SMART received three (3) proposals on August 26, 2020; and

WHEREAS, SMART determined that JMA Civil, Inc. was the highest-ranking proposer; 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. CV-PS-20-001 with JMA Civil, Inc., for a total contract amount of \$500,000.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 21st day of October, 2020, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eric Lucan, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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



AGREEMENT FOR CONSULTANT SERVICES
CONTRACT NO. CV-PS-20-001

CONSULTANT : JMA CIVIL, INC.

ON CALL CIVIL & RAIL ENGINEERING DESIGN SERVICES

AGREEMENT FOR CONSULTANT SERVICES
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ATTACHMENTS

ATTACHMENT A: COST PROPOSALS

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(JMA Civil, Inc.)

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Jon Marshall
The name of the "LOCAL AGENCY" is as follows:
Sonoma-Marin Area Rail Transit District (SMART)

The Contract Administrator for LOCAL AGENCY will be Bill Gamlen, Chief Engineer

- A. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated September 21, 2020. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A – Cost Proposals) and incorporated by reference. The consultant year-over-year rate escalation % is tied to the Consumer Price Index (CPI) for the San Francisco Area or 3%, whichever is greater. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- B. CONSULTANT agrees to accept all responsibility for loss or damage to any person or entity, including LOCAL AGENCY, and to indemnify, hold harmless, and release LOCAL AGENCY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including CONSULTANT, to the extent caused by the CONSULTANT'S negligence, recklessness or willful misconduct in its performance or obligations under this Agreement. CONSULTANT agrees to provide a complete defense for any claim or action brought against LOCAL AGENCY based upon a claim relating to CONSULTANT'S performance or obligations under this Agreement. CONSULTANT'S obligations under this section apply whether or not there is concurrent negligence on LOCAL AGENCY'S part, but to the extent required by law, excluding liability due to LOCAL AGENCY'S conduct. LOCAL AGENCY shall have the right to select its legal counsel at CONSULTANT'S expense, subject to CONSULTANT'S approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- C. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- D. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

- E. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- F. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- G. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- H. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- I. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
- J. CONSULTANT shall assign the following key personnel for the term of this Agreement:
 - 1. Jon Marshall, Project Manager – JMA Civil, Inc.
 - 2. Frank Penry, Deputy Project Manager – JMA Civil, Inc.
 - 3. Allene Rieger, Quality Manager – JMA Civil, Inc.
 - 4. Bill Silva, Principal Technical Advisor – GHD, Inc.
 - 5. Colby Phelps, Civil Designer & CADD Manager – GHD, Inc.
 - 6. Raymond Wong, Hydraulics and Hydrology – GHD, Inc.
 - 7. Anthony Richardson, Structural Engineer – Biggs Cardosa & Associates
 - 8. Mohammad Abushaban, Sr. Civil Engineer – JMA Civil, Inc.
 - 9. Arka Ghosh, Civil Engineer – JMA Civil, Inc.
 - 10. Zhaoyang Wang, Civil Engineer – JMA Civil, Inc.
 - 11. Bill Ash, Sr. Civil Engineer (Utilities) – JMA Civil, Inc.
 - 12. Jeremy Schmal, Utilities Designer – GHD, Inc.
 - 13. James Dickey, Survey Lead – Cinquini & Passarino, Inc.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month with a detailed narrative of the work performed. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

CONSULTANT will assist SMART on an as-needed basis in variety of engineering areas, which may include:

1. General Civil engineering – developing designs or problem solving for issues such as drainage, grading, site planning, etc.
2. Rail Engineering: analyzing existing conditions, developing solutions to problems or issues, preparing construction documents, reviewing shop drawings, inspection of existing or new trackwork.
3. Constructability reviews of designs and plans created by others.
4. Surveying – gathering data, establishing property lines, conceptual field layouts.
5. Utility Coordination and evaluations
6. CADD Drafting – developing conceptual engineering designs and layouts, assisting with the organization of existing files.
7. Cost estimating and quantity take-offs
8. Path-of-Travel assessments, designs, and recommendations
9. Other tasks as assigned

Work assignments will be based upon needs and could arise suddenly which would require a quick response from the CONSULTANT. Each project will be issued by written task order that will contain the scope of work, timeline requirements, deliverables, not-to-exceed amounts, and any other information required to perform each project.

The CONSULTANT is expected to have a deep understanding of both the Civil Engineering profession and railroad engineering. This should include a thorough understanding of applicable codes and regulations, as well as common industry guide lines and standards such as those published by the American Railway Engineering and Maintenance-of-Way Association (AREMA).

CONSULTANT is expected to perform all work in accordance with SMART's 2019 Design Criteria Manual or most current version and all applicable laws, regulations, and codes.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on October 22, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on October 21, 2023, unless extended by AGREEMENT amendment. This AGREEMENT has two (2) one-year options to extend at the discretion of the LOCAL AGENCY.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration

of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. Reimbursement for transportation and subsistence costs shall not exceed State rates. SMART does not reimburse Consultant for travel time.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed or emailed to LOCAL AGENCY at the following address:

Sonoma-Marín Area Rail Transit District
 Attn: Accounts Payable
 5401 Old Redwood Hwy, STE 200
 Petaluma, CA 94954
billing@sonomamarintrain.org
 (707) 794-3330
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT during the base term shall not exceed \$300,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders. The maximum not-to-exceed amount of this AGREEMENT including all option years is \$500,000.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return

receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSUTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highway and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding three

thousand dollars (\$3,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding three thousand dollars (\$3,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT

is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVII INSURANCE

With respect to performance of work under this AGREEMENT, CONSULTANT shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below.

A. General Liability Insurance

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

B. Automobile Liability Insurance

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

C. Worker's Compensation Liability Insurance

Worker's 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.

D. Professional Liability Insurance

Professional Liability insurance covering liability arising out of any negligent act, error or omission in performance of design or engineering services for the Project in an amount no less than \$2,000,000 per claim. If any Design Professional Services are furnished by a Subcontractor, the Subcontract shall be required to provide professional liability coverage.

E. Endorsements

Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance with LOCAL AGENCY 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) LOCAL AGENCY, its officers, and employees shall be named as additional insured on all policies listed above.
- b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Licensee is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Licensee. Said policy shall protect CONSULTANT and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy

beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

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

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

F. Deductibles and Retentions

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT'S policies without right of contribution from LOCAL AGENCY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the name insured is not acceptable.

G. Claims Made Coverage

If any insurance specified above is written on a claims-made coverage form, CONSULTANT shall:

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

H. Documentation

The following documentation shall be submitted to LOCAL AGENCY:

- 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. CONSULTANT agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with LOCAL AGENCY for the duration of this Agreement.
- b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. CONSULTANT agrees to maintain current endorsements evidencing the above-specified requirements on file with LOCAL AGENCY for the duration of this Agreement.

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

I. Policy Obligations

CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

J. Material Breach

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

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by LOCAL AGENCY'S Counsel. The Board of Directors, General Manager or Chief Engineer must authorize all other extra or changed work. The parties expressly recognize that LOCAL AGENCY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of CONSULTANT to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price

or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of LOCAL AGENCY.

- B. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and other selected staff, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXIII SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives.

CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXIV OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of SMART, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, SMART shall be entitled to, and CONSULTANT shall deliver to SMART, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to SMART which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by SMART.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of SMART without restriction or limitation upon its use or dissemination by SMART.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by SMART for another project or project location shall be at SMART's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXV CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract

administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVI CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, LOCAL AGENCY's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXVIII EVALUATION OF CONSULTANT

CONSULTANT’s performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXIX RETENTION OF FUNDS

- A. No retainage will be withheld by LOCAL AGENCY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Business and Professions Code §7108.5. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants.

ARTICLE XXX NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

JMA CIVIL, INC.

JON MARSHALL, PROJECT MANAGER

3930 PACHECO BLVD.

MARTINEZ, CA 94553

JMARSHALL@JMACIVIL.COM

(925) 400-4356 Ext. 1001

LOCAL AGENCY:

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

BILL GAMLEN, CONTRACT ADMINISTRATOR

5401 OLD REDWOOD HWY, SUITE 200

PETALUMA, CA 94954

BGAMLEN@SONOMAMARINTRAIN.ORG

(707) 794-3049

ARTICLE XXXI CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

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.

[Signature Page to Follow]

ARTICLE XXXII SIGNATURES

CONSULTANT: JMA CIVIL, INC.

By: _____ Date: _____

ITS: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART):

By: _____ Date: _____
Farhad Mansourian, General Manager

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

By: _____ Date: _____
Ken Hendricks, Procurement Coordinator

APPROVED AS TO FORM FOR SMART:

By: _____ Date: _____
District Counsel

Attachment A - Cost Proposals

Exhibit 10-H2 Cost Proposal Page 1 of 3

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Note: Mark-ups are Not Allowed
Consultant: JMA Civil, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: SMART On-Call _____ Contract No. CV-PS-20-001 _____ Participation Amount \$ TBD _____ Date 9/21/2020

For Combined Rate	Fringe Benefit% + General & Administrative% 29.48%	+	119.47%	+	148.95%	Combined ICR%
For Home Office Rate	Fringe Benefit% + General & Administrative% N/A	+	N/A	+	N/A	Home Office ICR%
For Field Office Rate	Fringe Benefit% + General & Administrative% N/A	+	N/A	+	N/A	Field Office ICR%
OR						
Fee = 10%						

BILLING INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Jon Marshall*	315.96	NA	NA	8/1/2020	7/31/2021	115.38	3.0%	Not Applicable
Project Manager, Managing Principal	325.44	NA	NA	8/1/2021	7/31/2022	118.84	3.0%	
	335.20	NA	NA	8/1/2022	7/31/2023	122.41	3.0%	
	345.26	NA	NA	8/1/2023	7/31/2024	126.08	3.0%	
	355.62	NA	NA	8/1/2024	7/31/2025	129.86	3.0%	
Allene Rieger*	231.73	347.59	463.46	8/1/2020	7/31/2021	84.62	3.0%	Not Applicable
Sr. Civil Engineer, Quality Manager	238.68	358.02	477.36	8/1/2021	7/31/2022	87.16	3.0%	
	245.84	368.76	491.68	8/1/2022	7/31/2023	89.77	3.0%	
	253.22	379.82	506.43	8/1/2023	7/31/2024	92.47	3.0%	
	260.81	391.22	521.62	8/1/2024	7/31/2025	95.24	3.0%	
Ari Niemi*	276.47	NA	NA	8/1/2020	7/31/2021	100.96	3.0%	Not Applicable
Principal Consultant	284.77	NA	NA	8/1/2021	7/31/2022	103.99	3.0%	
	293.31	NA	NA	8/1/2022	7/31/2023	107.11	3.0%	
	302.11	NA	NA	8/1/2023	7/31/2024	110.32	3.0%	
	311.17	NA	NA	8/1/2024	7/31/2025	113.63	3.0%	
Mohammed Abushaban*	177.75	177.75	177.75	8/1/2020	7/31/2021	64.91	3.0%	Not Applicable
Sr. Civil Engineer (Rail)	183.09	183.09	183.09	8/1/2021	7/31/2022	66.86	3.0%	
	188.58	188.58	188.58	8/1/2022	7/31/2023	68.86	3.0%	
	194.24	194.24	194.24	8/1/2023	7/31/2024	70.93	3.0%	
	200.06	200.06	200.06	8/1/2024	7/31/2025	73.06	3.0%	

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
William (Bill) Asht Sr. Civil Engineer (Utilities)	179.04	268.56	358.08	8/1/2020	7/31/2021	65.38		Not Applicable
	184.41	276.62	368.82	8/1/2021	7/31/2022	67.34	3.0%	
	189.94	284.92	379.89	8/1/2022	7/31/2023	69.36	3.0%	
	195.64	293.46	391.28	8/1/2023	7/31/2024	71.44	3.0%	
	201.51	302.27	403.02	8/1/2024	7/31/2025	73.59	3.0%	
Civil Engineer	144.81	217.21	289.62	8/1/2020	7/31/2021	52.88		\$45.67-60.10 \$47.04-61.90 \$48.45-63.76 \$49.90-65.67 \$51.40-67.64
	149.16	223.75	298.33	8/1/2021	7/31/2022	54.47	3.0%	
	153.65	230.48	307.31	8/1/2022	7/31/2023	56.11	3.0%	
	158.26	237.38	316.51	8/1/2023	7/31/2024	57.79	3.0%	
	162.99	244.49	325.99	8/1/2024	7/31/2025	59.52	3.0%	
Sr. Project Engineer	118.49	177.74	236.99	8/1/2020	7/31/2021	43.27		\$38.46-48.08 \$39.61-49.52 \$40.80-51.01 \$42.03-52.54 \$43.29-54.11
	122.05	183.07	244.10	8/1/2021	7/31/2022	44.57	3.0%	
	125.71	188.56	251.42	8/1/2022	7/31/2023	45.91	3.0%	
	129.48	194.22	258.96	8/1/2023	7/31/2024	47.28	3.0%	
	133.36	200.05	266.73	8/1/2024	7/31/2025	48.70	3.0%	
Project Engineer/CAD Technician	100.72	151.08	201.44	8/1/2020	7/31/2021	36.78		\$32.69-40.87 \$33.67-42.10 \$34.68-43.36 \$35.72-44.66 \$36.79-46.00
	103.74	155.61	207.48	8/1/2021	7/31/2022	37.88	3.0%	
	106.85	160.28	213.71	8/1/2022	7/31/2023	39.02	3.0%	
	110.06	165.09	220.12	8/1/2023	7/31/2024	40.19	3.0%	
	113.36	170.04	226.72	8/1/2024	7/31/2025	41.40	3.0%	
Araceli Reynoso Sr. Project Administrator	144.81	217.21	289.62	8/1/2020	7/31/2021	52.88		Not Applicable
	149.15	223.73	298.31	8/1/2021	7/31/2022	54.47	3.0%	
	153.63	230.44	307.26	8/1/2022	7/31/2023	56.10	3.0%	
	158.24	237.36	316.47	8/1/2023	7/31/2024	57.78	3.0%	
	162.98	244.48	325.97	8/1/2024	7/31/2025	59.52	3.0%	

NOTES:

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect Cost Rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

January 2020

Exhibit 10-H2 Cost Proposal Page 2 of 3

Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Note: Mark-ups are Not Allowed
Consultant: JMA Civil, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: SMART On-Call Contract No. CV-PS-20-001 Date 9/21/2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	mile	IRS Rate	TBD
Equipment Rental and Supplies	TBD	each	at cost	TBD
Outside Printing & Reproduction	TBD	each	at cost	TBD
Postage & Mailing	TBD	each	at cost	TBD
Outreach Materials/Supplies/Exhibits	TBD	each	at cost	TBD
Technology/Video	TBD	each	at cost	TBD
Advertising	TBD	each	at cost	TBD
Translation/Interpretation	TBD	each	at cost	TBD
Subconsultant 1:			\$ -	\$ -
Subconsultant 2:			\$ -	\$ -
Subconsultant 3:			\$ -	\$ -
Subconsultant 4:			\$ -	\$ -
Subconsultant 5:			\$ -	\$ -
Subconsultant 6:			\$ -	\$ -

IMPORTANT NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling,, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Ethan Hartsell Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/21/2020

Email: ehartsell@jmacivil.com Phone Number: 925.400.4356 x1002

Address: 3930 Pacheco Blvd, Martinez, CA 94553

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant, Rail Engineering, On Call Services

Exhibit 10-H2 Cost Proposal Page 1 of 3
Specific Rate of Compensation (use for on-call or as-needed contracts)
(Construction Engineering and Inspection Contracts)

Note: Mark-ups are Not Allowed
Consultant: GHD Inc

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: TBD Contract No. TBD Participation Amount \$ TBD Date 8/13/2020

For Combined Rate	Fringe Benefit% + General & Administrative%	34.49%	+	149.47%	183.96%	Combined ICR%
OR						
For Home Office Rate	Fringe Benefit% + General & Administrative%	N/A	+	N/A	N/A	Home Office ICR%
For Field Office Rate	Fringe Benefit% + General & Administrative%	N/A	+	N/A	N/A	Field Office ICR%
Fee				=	10%	

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Frank Penry Project Manager	240.08	NA	NA	8/1/2020	7/31/2021	76.86		Not Applicable
	247.28	NA	NA	8/1/2021	7/31/2022	79.17	3.0%	
	254.70	NA	NA	8/1/2022	7/31/2023	81.54	3.0%	
	262.34	NA	NA	8/1/2023	7/31/2024	83.99	3.0%	
	270.21	NA	NA	8/1/2024	7/31/2025	86.51	3.0%	
Colby Phelps CADD Manager	151.68	227.52	303.36	8/1/2020	7/31/2021	48.56		Not Applicable
	156.23	234.35	312.46	8/1/2021	7/31/2022	50.02	3.0%	
	160.92	241.38	321.83	8/1/2022	7/31/2023	51.52	3.0%	
	165.74	248.62	331.49	8/1/2023	7/31/2024	53.06	3.0%	
	170.72	256.08	341.43	8/1/2024	7/31/2025	54.65	3.0%	
Principal E-F	262.50	NA	NA	8/1/2020	7/31/2021	84.04		\$245 - \$280
	275.63	NA	NA	8/1/2021	7/31/2022	88.24	3.0%	\$257.25 - \$294
	289.41	NA	NA	8/1/2022	7/31/2023	92.65	3.0%	\$88.20 - \$143.33
	303.88	NA	NA	8/1/2023	7/31/2024	97.29	3.0%	\$92.61 - \$150.49
	319.07	NA	NA	8/1/2024	7/31/2025	102.15	3.0%	\$97.24 - \$158.02
Associate D-F	212.50	212.50	212.50	8/1/2020	7/31/2021	68.03		\$175 - \$250
	223.13	223.13	223.13	8/1/2021	7/31/2022	71.43	3.0%	\$63.00 - \$105.00
	234.28	234.28	234.28	8/1/2022	7/31/2023	75.00	3.0%	\$66.15 - \$110.25
	246.00	246.00	246.00	8/1/2023	7/31/2024	78.75	3.0%	\$69.46 - \$115.76
	258.30	258.30	258.30	8/1/2024	7/31/2025	82.69	3.0%	\$72.93 - \$121.55
Engineer A-D	157.50	236.25	315.00	8/1/2020	7/31/2021	50.42		\$120 - \$195
	165.38	248.06	330.75	8/1/2021	7/31/2022	52.94	3.0%	\$21.00 - \$131.25
	173.64	260.47	347.29	8/1/2022	7/31/2023	55.59	3.0%	\$22.05 - \$137.81
	182.33	273.49	364.65	8/1/2023	7/31/2024	58.37	3.0%	\$23.15 - \$144.70
	191.44	287.16	382.88	8/1/2024	7/31/2025	61.29	3.0%	\$24.31 - \$151.94
Engineer E-F	227.50	341.25	455.00	8/1/2020	7/31/2021	72.83		\$195 - \$260
	238.88	358.31	477.75	8/1/2021	7/31/2022	76.48	3.0%	\$21.00 - \$131.25
	250.82	376.23	501.64	8/1/2022	7/31/2023	80.30	3.0%	\$22.05 - \$137.81
	263.36	395.04	526.72	8/1/2023	7/31/2024	84.31	3.0%	\$23.15 - \$144.70
	276.53	414.79	553.06	8/1/2024	7/31/2025	88.53	3.0%	\$24.31 - \$151.94
Technician/Technologist A-D	115.00	172.50	230.00	8/1/2020	7/31/2021	36.82		\$70 - \$160
	120.75	181.13	241.50	8/1/2021	7/31/2022	38.66	3.0%	\$15.75 - \$94.50
	126.79	190.18	253.58	8/1/2022	7/31/2023	40.59	3.0%	\$16.54 - \$99.23
	133.13	199.69	266.25	8/1/2023	7/31/2024	42.62	3.0%	\$17.36 - \$104.19
	139.78	209.67	279.57	8/1/2024	7/31/2025	44.75	3.0%	\$18.23 - \$109.40

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Technician/Technologist E-F	197.50	296.25	395.00	8/1/2020	7/31/2021	63.23		\$160 - \$235
	207.38	311.06	414.75	8/1/2021	7/31/2022	66.39	3.0%	\$15.75 - \$94.50
	217.74	326.62	435.49	8/1/2022	7/31/2023	69.71	3.0%	\$16.54 - \$99.23
	228.63	342.95	457.26	8/1/2023	7/31/2024	73.20	3.0%	\$17.36 - \$104.19
	240.06	360.09	480.12	8/1/2024	7/31/2025	76.86	3.0%	\$18.23 - \$109.40
Draft/CADD A-D	110.00	165.00	220.00	8/1/2020	7/31/2021	35.22		\$90 - \$130
	115.50	173.25	231.00	8/1/2021	7/31/2022	36.98	3.0%	\$21.00 - \$63.00
	121.28	181.91	242.55	8/1/2022	7/31/2023	38.83	3.0%	\$22.05 - \$66.15
	127.34	191.01	254.68	8/1/2023	7/31/2024	40.77	3.0%	\$23.15 - \$69.46
	133.71	200.56	267.41	8/1/2024	7/31/2025	42.81	3.0%	\$24.31 - \$72.93
Draft/CADD E-F	140.00	210.00	280.00	8/1/2020	7/31/2021	44.82		\$130 - \$150
	147.00	220.50	294.00	8/1/2021	7/31/2022	47.06	3.0%	\$21.00 - \$63.00
	154.35	231.53	308.70	8/1/2022	7/31/2023	49.41	3.0%	\$22.05 - \$66.15
	162.07	243.10	324.14	8/1/2023	7/31/2024	51.89	3.0%	\$23.15 - \$69.46
	170.17	255.26	340.34	8/1/2024	7/31/2025	54.48	3.0%	\$24.31 - \$72.93
Technical Apprentice A-F	95.00	142.50	190.00	8/1/2020	7/31/2021	30.41		\$75 - \$115
	99.75	149.63	199.50	8/1/2021	7/31/2022	31.93	3.0%	\$15.75 - \$63.00
	104.74	157.11	209.48	8/1/2022	7/31/2023	33.53	3.0%	\$16.54 - \$66.15
	109.97	164.96	219.95	8/1/2023	7/31/2024	35.21	3.0%	\$17.36 - \$69.46
	115.47	173.21	230.95	8/1/2024	7/31/2025	36.97	3.0%	\$18.23 - \$72.93
Planner A-D	145.00	217.50	290.00	8/1/2020	7/31/2021	46.42		\$105 - \$185
	152.25	228.38	304.50	8/1/2021	7/31/2022	48.74	3.0%	\$15.75 - \$126.00
	159.86	239.79	319.73	8/1/2022	7/31/2023	51.18	3.0%	\$16.54 - \$132.30
	167.86	251.78	335.71	8/1/2023	7/31/2024	53.74	3.0%	\$17.36 - \$138.92
	176.25	264.37	352.50	8/1/2024	7/31/2025	56.43	3.0%	\$18.23 - \$145.86
Planner E-F	215.00	322.50	430.00	8/1/2020	7/31/2021	68.83		\$185 - \$245
	225.75	338.63	451.50	8/1/2021	7/31/2022	72.27	3.0%	\$15.75 - \$126.00
	237.04	355.56	474.08	8/1/2022	7/31/2023	75.89	3.0%	\$16.54 - \$132.30
	248.89	373.33	497.78	8/1/2023	7/31/2024	79.68	3.0%	\$17.36 - \$138.92
	261.33	392.00	522.67	8/1/2024	7/31/2025	83.67	3.0%	\$18.23 - \$145.86
Administrative Support	100.00	150.00	200.00	8/1/2020	7/31/2021	32.01		\$75 - \$125
	105.00	157.50	210.00	8/1/2021	7/31/2022	33.62	3.0%	\$15.75 - \$94.50
	110.25	165.38	220.50	8/1/2022	7/31/2023	35.30	3.0%	\$16.54 - \$99.23
	115.76	173.64	231.53	8/1/2023	7/31/2024	37.06	3.0%	\$17.36 - \$104.19
	121.55	182.33	243.10	8/1/2024	7/31/2025	38.91	0.03	\$18.23 - \$109.40

NOTES:

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect Cost Rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

Exhibit 10-H2 Cost Proposal Page 2 of 3
 Specific Rate of Compensation (use for on-call or as-needed contracts)
 (Construction Engineering and Inspection Contracts)

Consultant: GHD Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project: _____

Contract No. _____

Date 8/13/2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			IRS Rate	
Equipment Rental and Supplies	TBD	mile	at cost	TBD
Outside Printing & Reproduction	TBD	each	at cost	TBD
Postage & Mailing	TBD	each	at cost	TBD
Outreach Materials/Supplies/Exhibits	TBD	each	at cost	TBD
Technology/Video	TBD	each	at cost	TBD
Advertising	TBD	each	at cost	TBD
Translation/Interpretation	TBD	each	at cost	TBD
Subconsultant 1:			\$ -	\$ -
Subconsultant 2:			\$ -	\$ -
Subconsultant 3:			\$ -	\$ -
Subconsultant 4:			\$ -	\$ -
Subconsultant 5:			\$ -	\$ -
Subconsultant 6:			\$ -	\$ -

IMPORTANT NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Bill Silva, PE Title*: Principal

Signature :  Date of Certification (mm/dd/yyyy): 09/18/2020

Email: bill.silva@ghd.com Phone Number: (707) 484-8236

Address: 2235 Mercury Way, Suite 150, Santa Rosa CA 95407

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Cinquini & Passarino, Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Participation Amount \$ _____ Date 9/21/2020

For Combined Rate
 Fringe Benefit 63.33% + General & Administrative 73.22% + Overhead 44.23% + Facilities Capital Cost of Money% = **180.78%** Combined ICR %

OR

For Home Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Home Office ICR %
 For Home Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Field Office ICR %

FEE % = **10%**
 % Increase 3.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³		Effective date of hourly rate From To	Actual or Avg. hourly rate ²	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
	Straight	OT(1.5x) OT(2x)					
Jim Dickey, Principal	\$247.09		3/1/2020 2/28/2021	\$80.00	0.00%	Not Applicable	
	\$254.50		3/1/2021 2/28/2022	\$82.40	3.00%		
	\$262.13		3/1/2022 2/28/2023	\$84.87	3.00%		
Anthony Cinquini, Principal	\$247.09		3/1/2020 2/28/2021	\$80.00	0.00%	Not Applicable	
	\$254.50		3/1/2021 2/28/2022	\$82.40	3.00%		
	\$262.13		3/1/2022 2/28/2023	\$84.87	3.00%		
Mathew Dudley, Professional Land Surveyor	\$169.87		3/1/2020 2/28/2021	\$55.00	0.00%	Not Applicable	
	\$174.97		3/1/2021 2/28/2022	\$56.65	3.00%		
	\$180.22		3/1/2022 2/28/2023	\$58.35	3.00%		
Leslie Kirby, Professional Land Surveyor	\$162.15		3/1/2020 2/28/2021	\$52.50	0.00%	Not Applicable	
	\$167.01		3/1/2021 2/28/2022	\$54.08	3.00%		
	\$172.03		3/1/2022 2/28/2023	\$55.70	3.00%		
Davitt Sulam, Professional Land Surveyor	\$154.43		3/1/2020 2/28/2021	\$50.00	0.00%	Not Applicable	
	\$159.06		3/1/2021 2/28/2022	\$51.50	3.00%		
	\$163.83		3/1/2022 2/28/2023	\$53.05	3.00%		
James Brown, Staff Surveyor II	\$166.88	\$250.31	3/1/2020 2/28/2021	\$54.03	0.00%	\$47.03	\$145.00
	\$171.88	\$257.82	3/1/2021 2/28/2022	\$55.65	3.00%	\$48.44	\$151.00
	\$177.04	\$265.56	3/1/2022 2/28/2023	\$57.32	3.00%	\$49.89	\$157.00
Clayton Ferrari, Staff Surveyor I	\$100.07	\$150.10	3/1/2020 2/28/2021	\$32.40	0.00%	\$30.00	\$92.00
	\$103.07	\$154.61	3/1/2021 2/28/2022	\$33.37	3.00%	\$30.90	\$96.00
	\$106.16	\$159.25	3/1/2022 2/28/2023	\$34.37	3.00%	\$31.83	\$100.00
Steven James, Survey Technician I	\$102.79	\$154.18	3/1/2020 2/28/2021	\$33.28	0.00%	\$23.00	\$71.00
	\$105.87	\$158.81	3/1/2021 2/28/2022	\$34.28	3.00%	\$23.69	\$73.00
	\$109.05	\$163.57	3/1/2022 2/28/2023	\$35.31	3.00%	\$24.40	\$76.00
Tyler Noland, Survey Technician I	\$71.04	\$106.56	3/1/2020 2/28/2021	\$23.00	0.00%	\$23.00	\$71.00
	\$73.17	\$109.75	3/1/2021 2/28/2022	\$23.69	3.00%	\$23.69	\$73.00
	\$75.36	\$113.05	3/1/2022 2/28/2023	\$24.40	3.00%	\$24.40	\$76.00
Jeff Meyer, Survey Technician III	\$114.40	\$171.60	3/1/2020 2/28/2021	\$37.04	0.00%	\$36.00	\$111.00
	\$117.83	\$176.75	3/1/2021 2/28/2022	\$38.15	3.00%	\$37.08	\$115.00
	\$121.37	\$182.05	3/1/2022 2/28/2023	\$39.30	3.00%	\$38.19	\$120.00
TBD, 2 Person Survey Crew	\$272.07	\$408.11	3/1/2020 2/28/2021	\$88.09	0.00%	\$88.09	\$272.00
	\$280.24	\$420.35	3/1/2021 2/28/2022	\$90.73	3.00%	\$90.73	\$282.00
	\$288.64	\$432.96	3/1/2022 2/28/2023	\$93.45	3.00%	\$93.45	\$294.00

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ³	Effective date of hourly rate From To	Actual or Avg. hourly rate ²	% or \$ increase	Hourly range - for classifications only	Billing Rate Range for classification
James Brown, Staff Surveyor II	\$166.88	3/1/2020 2/28/2021	\$54.03	0.00%	\$47.03	\$145.00
	\$171.88	3/1/2021 2/28/2022	\$55.65	3.00%	\$48.44	\$151.00
	\$177.04	3/1/2022 2/28/2023	\$57.32	3.00%	\$49.89	\$157.00
Clayton Ferrari, Staff Surveyor I	\$100.07	3/1/2020 2/28/2021	\$32.40	0.00%	\$30.00	\$92.00
	\$103.07	3/1/2021 2/28/2022	\$33.37	3.00%	\$30.90	\$96.00
	\$106.16	3/1/2022 2/28/2023	\$34.37	3.00%	\$31.83	\$100.00
Steven James, Survey Technician I	\$102.79	3/1/2020 2/28/2021	\$33.28	0.00%	\$23.00	\$71.00
	\$105.87	3/1/2021 2/28/2022	\$34.28	3.00%	\$23.69	\$73.00
	\$109.05	3/1/2022 2/28/2023	\$35.31	3.00%	\$24.40	\$76.00
Tyler Noland, Survey Technician I	\$71.04	3/1/2020 2/28/2021	\$23.00	0.00%	\$23.00	\$71.00
	\$73.17	3/1/2021 2/28/2022	\$23.69	3.00%	\$23.69	\$73.00
	\$75.36	3/1/2022 2/28/2023	\$24.40	3.00%	\$24.40	\$76.00
Jeff Meyer, Survey Technician III	\$114.40	3/1/2020 2/28/2021	\$37.04	0.00%	\$36.00	\$111.00
	\$117.83	3/1/2021 2/28/2022	\$38.15	3.00%	\$37.08	\$115.00
	\$121.37	3/1/2022 2/28/2023	\$39.30	3.00%	\$38.19	\$120.00
TBD, 2 Person Survey Crew	\$272.07	3/1/2020 2/28/2021	\$88.09	0.00%	\$88.09	\$272.00
	\$280.24	3/1/2021 2/28/2022	\$90.73	3.00%	\$90.73	\$282.00
	\$288.64	3/1/2022 2/28/2023	\$93.45	3.00%	\$93.45	\$294.00

EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Cinquini & Passarino, Inc. Prime Consultant Subconsultant
 Project No. _____ Contract No. _____ Date 9/21/20

SCHEDULE OF OTHER DIRECT COST ITEMS				
SUBCONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
Record of Survey - Review, Checking	1.00	1	\$720.00	\$720.00
Record of Survey, Recording	1.00	0	\$11.00	\$11.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

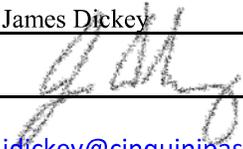
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) -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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: James Dickey Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/21/20

Email: jdickey@cinquinipassarino.com Phone Number: 707-542-6268

Address: 1360 No. Dutton Ave, Suite 150, Santa Rosa, CA 95401

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying Services

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2

SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant Biggs Cardosa Associates Prime Consultant Subconsultant Date 9/18/2020

Project No. _____ Contract No. _____ Participation Amount TBD

Fringe Benefit % **0.00%** + Overhead % **168.13%** + General Administration % **0.00%** = Combined Indirect Cost Rate (ICR) % **168.13%**
 FEE % = **10%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ² Straight ³ OI(1.5x) OT(2x)	Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
		From	To			
Mahvash Harms - Principal	\$316.50 \$326.00 \$335.78 \$345.85	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$107.31 \$110.53 \$113.84 \$117.26	3.00% 3.00% 3.00%	Not Applicable
Anthony Richardson - Project Manager Associate	\$205.90 \$212.07 \$218.44 \$224.99	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$69.81 \$71.90 \$74.06 \$76.28	3.00% 3.00% 3.00%	Not Applicable
Ron Oen - QC/QA Manager Principal	\$246.74 \$254.14 \$261.76 \$269.61	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$83.66 \$86.17 \$88.75 \$91.41	3.00% 3.00% 3.00%	Not Applicable
Principal III	\$353.93 \$364.55 \$375.49 \$386.75	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$120.00 \$123.60 \$127.31 \$131.13	3.00% 3.00% 3.00%	\$110.00 to \$120.00 \$113.30 to \$123.60 \$116.70 to \$127.31 \$120.20 to \$131.13
Principal II	\$324.44 \$334.17 \$344.20 \$354.52	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$110.00 \$113.30 \$116.70 \$120.20	3.00% 3.00% 3.00%	\$95.00 to \$112.00 \$97.85 to \$115.36 \$100.79 to \$118.82 \$103.81 to \$122.39
Principal I	\$259.55 \$267.34 \$275.36 \$283.62	N/A N/A N/A N/A	10/1/2019 10/1/2020 10/1/2021 10/1/2022	\$88.00 \$90.64 \$93.36 \$96.16	3.00% 3.00% 3.00%	\$83.00 to \$105.00 \$85.49 to \$108.15 \$88.05 to \$111.39 \$90.70 to \$114.74

Associate	\$265.45	N/A	N/A	10/1/2019	9/30/2020	\$90.00	3.00%	\$60.00 to \$101.00
	\$273.41	N/A	N/A	10/1/2020	9/30/2021	\$92.70	3.00%	\$61.80 to \$104.03
	\$281.61	N/A	N/A	10/1/2021	9/30/2022	\$95.48	3.00%	\$63.65 to \$107.15
	\$290.06	N/A	N/A	10/1/2022	9/30/2023	\$98.35	3.00%	\$65.56 to \$110.37
Engineering Manager	\$206.46	N/A	N/A	10/1/2019	9/30/2020	\$70.00		\$57.00 to \$75.00
	\$212.65	N/A	N/A	10/1/2020	9/30/2021	\$72.10	3.00%	\$58.71 to \$77.25
	\$219.03	N/A	N/A	10/1/2021	9/30/2022	\$74.26	3.00%	\$60.47 to \$79.57
	\$225.60	N/A	N/A	10/1/2022	9/30/2023	\$76.49	3.00%	\$62.29 to \$81.95
Senior Engineer	\$188.76	N/A	N/A	10/1/2019	9/30/2020	\$64.00		\$54.00 to \$65.00
	\$194.43	N/A	N/A	10/1/2020	9/30/2021	\$65.92	3.00%	\$55.62 to \$66.95
	\$200.26	N/A	N/A	10/1/2021	9/30/2022	\$67.90	3.00%	\$57.29 to \$68.96
	\$206.27	N/A	N/A	10/1/2022	9/30/2023	\$69.93	3.00%	\$59.01 to \$71.03
Project Engineer	\$162.22	N/A	N/A	10/1/2019	9/30/2020	\$55.00		\$45.00 to \$58.00
	\$167.09	N/A	N/A	10/1/2020	9/30/2021	\$56.65	3.00%	\$46.35 to \$59.74
	\$172.10	N/A	N/A	10/1/2021	9/30/2022	\$58.35	3.00%	\$47.74 to \$61.53
	\$177.26	N/A	N/A	10/1/2022	9/30/2023	\$60.10	3.00%	\$49.17 to \$63.38
Staff Engineer	\$141.57	N/A	N/A	10/1/2019	9/30/2020	\$48.00		\$39.00 to \$50.00
	\$145.82	N/A	N/A	10/1/2020	9/30/2021	\$49.44	3.00%	\$40.17 to \$51.50
	\$150.19	N/A	N/A	10/1/2021	9/30/2022	\$50.92	3.00%	\$41.38 to \$53.05
	\$154.70	N/A	N/A	10/1/2022	9/30/2023	\$52.45	3.00%	\$42.62 to \$54.64
Assistant Engineer	\$123.88	N/A	N/A	10/1/2019	9/30/2020	\$42.00		\$35.00 to \$44.00
	\$127.59	N/A	N/A	10/1/2020	9/30/2021	\$43.26	3.00%	\$36.05 to \$45.32
	\$131.42	N/A	N/A	10/1/2021	9/30/2022	\$44.56	3.00%	\$37.13 to \$46.68
	\$135.36	N/A	N/A	10/1/2022	9/30/2023	\$45.89	3.00%	\$38.25 to \$48.08
Junior Engineer	\$109.13	N/A	N/A	10/1/2019	9/30/2020	\$37.00		\$20.00 to \$40.00
	\$112.40	N/A	N/A	10/1/2020	9/30/2021	\$38.11	3.00%	\$20.60 to \$41.20
	\$115.77	N/A	N/A	10/1/2021	9/30/2022	\$39.25	3.00%	\$21.22 to \$42.44
	\$119.25	N/A	N/A	10/1/2022	9/30/2023	\$40.43	3.00%	\$21.85 to \$43.71
Sr. Computer Drafter	\$159.27	N/A	N/A	10/1/2019	9/30/2020	\$54.00		\$38.00 to \$56.00
	\$164.05	N/A	N/A	10/1/2020	9/30/2021	\$55.62	3.00%	\$39.14 to \$57.68
	\$168.97	N/A	N/A	10/1/2021	9/30/2022	\$57.29	3.00%	\$40.31 to \$59.41
	\$174.04	N/A	N/A	10/1/2022	9/30/2023	\$59.01	3.00%	\$41.52 to \$61.19
Secretarial Services	\$117.98	N/A	N/A	10/1/2019	9/30/2020	\$40.00		\$19.00 to \$61.00
	\$121.52	N/A	N/A	10/1/2020	9/30/2021	\$41.20	3.00%	\$19.57 to \$62.83
	\$125.16	N/A	N/A	10/1/2021	9/30/2022	\$42.44	3.00%	\$20.16 to \$64.71
	\$128.92	N/A	N/A	10/1/2022	9/30/2023	\$43.71	3.00%	\$20.76 to \$66.66
Construction Manager	\$244.80	N/A	N/A	10/1/2019	9/30/2020	\$83.00		\$80.00 to \$90.00
	\$252.15	N/A	N/A	10/1/2020	9/30/2021	\$85.49	3.00%	\$82.40 to \$92.70
	\$259.71	N/A	N/A	10/1/2021	9/30/2022	\$88.05	3.00%	\$84.87 to \$95.48
	\$267.50	N/A	N/A	10/1/2022	9/30/2023	\$90.70	3.00%	\$87.42 to \$98.35

Senior Structures Representative	\$218.26	\$255.26	\$292.26	10/1/2019	9/30/2020	\$74.00	3.00%	\$70.00 to \$80.00
	\$224.81	\$262.92	\$301.03	10/1/2020	9/30/2021	\$76.22	3.00%	\$72.10 to \$82.40
	\$231.55	\$270.80	\$310.06	10/1/2021	9/30/2022	\$78.51	3.00%	\$74.26 to \$84.87
	\$238.50	\$278.93	\$319.36	10/1/2022	9/30/2023	\$80.86	3.00%	\$76.49 to \$87.42
Structures Representative	\$188.76	\$220.76	\$252.76	10/1/2019	9/30/2020	\$64.00		\$60.00 to \$70.00
	\$194.43	\$227.39	\$260.35	10/1/2020	9/30/2021	\$65.92	3.00%	\$61.80 to \$72.10
	\$200.26	\$234.21	\$268.16	10/1/2021	9/30/2022	\$67.90	3.00%	\$63.65 to \$74.26
	\$206.27	\$241.23	\$276.20	10/1/2022	9/30/2023	\$69.93	3.00%	\$65.56 to \$76.49
Resident Engineer	\$194.66	\$227.66	\$260.66	10/1/2019	9/30/2020	\$66.00		\$57.00 to \$77.00
	\$200.50	\$234.49	\$268.48	10/1/2020	9/30/2021	\$67.98	3.00%	\$58.71 to \$79.31
	\$206.52	\$241.53	\$276.54	10/1/2021	9/30/2022	\$70.02	3.00%	\$60.47 to \$81.69
	\$212.71	\$248.77	\$284.83	10/1/2022	9/30/2023	\$72.12	3.00%	\$62.29 to \$84.14
Assistant Structures Representative	\$159.27	\$186.27	\$213.27	10/1/2019	9/30/2020	\$54.00		\$45.00 to \$63.00
	\$164.05	\$191.86	\$219.67	10/1/2020	9/30/2021	\$55.62	3.00%	\$46.35 to \$64.89
	\$168.97	\$197.61	\$226.26	10/1/2021	9/30/2022	\$57.29	3.00%	\$47.74 to \$66.84
	\$174.04	\$203.54	\$233.05	10/1/2022	9/30/2023	\$59.01	3.00%	\$49.17 to \$68.84
Assistant Resident Engineer	\$159.27	\$186.27	\$213.27	10/1/2019	9/30/2020	\$54.00		\$45.00 to \$63.00
	\$164.05	\$191.86	\$219.67	10/1/2020	9/30/2021	\$55.62	3.00%	\$46.35 to \$64.89
	\$168.97	\$197.61	\$226.26	10/1/2021	9/30/2022	\$57.29	3.00%	\$47.74 to \$66.84
	\$174.04	\$203.54	\$233.05	10/1/2022	9/30/2023	\$59.01	3.00%	\$49.17 to \$68.84
Senior Bridge Inspector **	\$179.92	\$210.42	\$240.92	10/1/2019	9/30/2020	\$61.00		\$60.00 to \$72.00
	\$185.31	\$216.73	\$248.14	10/1/2020	9/30/2021	\$62.83	3.00%	\$61.80 to \$74.16
	\$190.87	\$223.23	\$255.59	10/1/2021	9/30/2022	\$64.71	3.00%	\$63.65 to \$76.38
	\$196.60	\$229.93	\$263.25	10/1/2022	9/30/2023	\$66.66	3.00%	\$65.56 to \$78.68
Inspector Level V **	\$171.07	\$200.07	\$229.07	10/1/2019	9/30/2020	\$58.00		\$55.00 to \$65.00
	\$159.27	\$186.27	\$213.27	10/1/2020	9/30/2021	\$54.00	3.00%	\$56.65 to \$66.95
	\$164.05	\$191.86	\$219.67	10/1/2021	9/30/2022	\$55.62	3.00%	\$58.35 to \$68.96
	\$168.97	\$197.61	\$226.26	10/1/2022	9/30/2023	\$57.29	3.00%	\$60.10 to \$71.03
Inspector Level IV **	\$159.27	\$186.27	\$213.27	10/1/2019	9/30/2020	\$54.00		\$50.00 to \$60.00
	\$164.05	\$191.86	\$219.67	10/1/2020	9/30/2021	\$55.62	3.00%	\$51.50 to \$61.80
	\$168.97	\$197.61	\$226.26	10/1/2021	9/30/2022	\$57.29	3.00%	\$53.05 to \$63.65
	\$174.04	\$203.54	\$233.05	10/1/2022	9/30/2023	\$59.01	3.00%	\$54.64 to \$65.56
Inspector Level III **	\$150.42	\$175.92	\$201.42	10/1/2019	9/30/2020	\$51.00		\$45.00 to \$55.00
	\$154.93	\$181.20	\$207.46	10/1/2020	9/30/2021	\$52.53	3.00%	\$46.35 to \$56.65
	\$159.58	\$186.63	\$213.69	10/1/2021	9/30/2022	\$54.11	3.00%	\$47.74 to \$58.35
	\$164.37	\$192.23	\$220.10	10/1/2022	9/30/2023	\$55.73	3.00%	\$49.17 to \$60.10
Inspector Level II **	\$141.57	\$165.57	\$189.57	10/1/2019	9/30/2020	\$48.00		\$43.00 to \$53.00
	\$145.82	\$170.54	\$195.26	10/1/2020	9/30/2021	\$49.44	3.00%	\$44.29 to \$54.59
	\$150.19	\$175.66	\$201.12	10/1/2021	9/30/2022	\$50.92	3.00%	\$45.62 to \$56.23
	\$154.70	\$180.93	\$207.15	10/1/2022	9/30/2023	\$52.45	3.00%	\$46.99 to \$57.91

Inspector Level I **	\$126.83	\$148.33	\$169.83	10/1/2019	9/30/2020	\$43.00	3.00%	\$38.00 to \$50.00
	\$130.63	\$152.78	\$174.92	10/1/2020	9/30/2021	\$44.29	3.00%	\$39.14 to \$51.50
	\$134.55	\$157.36	\$180.17	10/1/2021	9/30/2022	\$45.62	3.00%	\$40.31 to \$53.05
	\$138.59	\$162.08	\$185.57	10/1/2022	9/30/2023	\$46.99	3.00%	\$41.52 to \$54.64

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Biggs Cardoso Assoc Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date 9/18/2020

SCHEDULE OF OTHER DIRECT COST ITEMS					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	
Travel					
A. Airfare	1	EA	Actual	\$2,500	
B. Rental Vehicle	1	EA	Actual	\$1,000	
C. Per Diem	1	EA	IRS Rate	\$1,295	
D. Lodging	1	EA	IRS Rate	\$2,020	
Prints & Reproductions					
A. Outside Reproduction	0	EA	Actual	\$0	
B. In-House CADD Prints	100	SQ FT	\$0.32	\$32	
C. In-House CADD Plots	100	SQ FT	\$1.60	\$160	
Project Specific Delivery Services					
A. Delivery Services	0	EA	Actual	\$0	
B. Express Mail/USPS	0	EA	Actual	\$0	
C. Truck Rental	0	EA	Actual	\$0	
					\$7,007

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

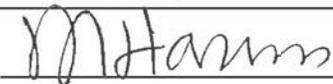
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Mahvash Harms, SE Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 9/18/20

Email: mharms@biggscardosa.com Phone Number: 408.296.5515

Address: 869 The Alameda, San Jose, CA 95126

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Structural Engineering