



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
JULY 16, 2025 - 1:30 PM**

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

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

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

HOW TO WATCH THE LIVE MEETING USING THE ZOOM

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

Webinar ID: 854 1050 9881 Passcode: 971474

TELECONFERENCE

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

WATCH THE BOARD MEETING VIA LIVESTREAM

You are able to view live broadcasts of Board meetings online here: <https://www.sonomamarintrain.org/meetings> To view the meeting, select "View Event" at the time of the meeting.

HOW TO PROVIDE COMMENTS ON AGENDA ITEMS

Prior To Meeting: Technology limitations may limit the ability to receive verbal public comments during the meeting. If you wish to make a comment you are strongly encouraged to please submit your comment to Board@SonomaMarinTrain.org by 5:00 PM on Tuesday, July 15, 2025

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



BOARD OF DIRECTORS - REGULAR MEETING AGENDA July 16, 2025 – 1:30 PM

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

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

1. Call to Order
2. Approval of the June 18, 2025 Board Meeting Minutes
3. Board Member Announcements
4. General Manager's Report
5. Public Comment on Non-Agenda Items

Consent Calendar

- 6a. Accept Monthly Ridership Report – June 2025
- 6b. Approve Monthly Financial Status Report – April 2025
- 6c. Eide Bailly Financial Audit Communication Letter to SMART
- 6d. Authorize the General Manager to issue a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet for the purchase of two (2) 4WD service body trucks and one (1) 2WD service body truck in an amount not-to-exceed \$208,693.52
- 6e. Approve the designation of the Chief Financial Officer, Finance and Budget Manager, and Grants and Budget Analyst as Authorized Agents to submit and manage applications for disaster assistance with the California Governor's Office of Emergency Services and Federal Emergency Management Agency

Regular Calendar

7. Authorize the Board Chair to Execute the Collective Bargain Agreement Between Sonoma-Marin Area Rail Transit (SMART) and International Brotherhood of Teamsters, Local Union Number 665 for the period of July 1, 2025 to June 30, 2028 – *Presented by Human Resources Manager, Lisa Hansley*
8. Approve a Resolution Authorizing the General Manager to execute a Consultant Services Agreement No. EV-PS-25-001 with WRA, Inc. for on-call environmental clearance and permitting services to support planning, design and construction activities with a not-to-exceed amount of \$4,000,000 and a term of five (5) years – *Presented by Chief Engineer, Bill Gamlen*

9. Update on SMART's Quality of Life Study (Information) – *Presented by Planning Manager, Emily Betts*
10. Marin-Sonoma Coordinated Transit Service Plan (MASCOTS) (Information) - *Presented by Planning Manager, Emily Betts*
11. Adopt a Resolution to Amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority - *Presented by Chief Financial Officer, Heather McKillop*

Closed Session

12. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marin Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
13. Report Out Closed Session
14. Next Board of Directors Meeting, **August 20, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
15. Adjournment

ACCOMMODATIONS:

Public participation is solicited without regard to race, color, national origin, age, sex, gender identity, religion, disability or family status. Upon request, SMART will provide for written agenda materials in appropriate alternative formats, disability-related modification or other accommodation, to enable individuals to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, service, or alternative format requested at least two (2) days before the meeting. Requests should be emailed to *Leticia Rosas, Clerk of the Board* at lrosas@sonomamarintrain.org or submitted by phone at (707) 794-3072. Requests made by mail SMART's, 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES**

June 18, 2025 – 1:30 PM

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

1. Call to Order [03:00 Minutes Mark on the Video Recording]

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

2. Approval of the April 16, 2025, Board Meeting Minutes [04:00 Minutes Mark on the Video Recording]

MOTION: Director Lucan moved approval of the April 16, 2025 Board Meeting Minutes as presented. Director Paulson second. The motion carried 11-0 (Director Colin absent).

3. Approval of the May 21, 2025 Board Meeting Minutes [04:30 Minutes Mark on the Video Recording]

MOTION: Director Rabbitt moved approval of the May 21, 2025 Board Meeting Minutes as presented. Director Fleming second. The motion carried 11-0 (Director Colin absent).

4. Board Members Announcements [04:50 Minutes Mark on the Video Recording]

Directors Garbarino, Milberg, Kelley, Vicer Chair Sackett and Chair Coursey spoke.

5. Citizens Oversight Committee Report – Presented by COC Chair Dani Sheehan-Meyer [11:45 Minutes Mark on the Video Recording]

COC Chair Sheehan-Meyer provided a brief overview of the COC meeting of May 28, 2025. The COC unanimously recommends adopting the Budget. The next COC meeting is on September 24, 2025.

6. General Manager's Report [13:25 Minutes Mark on the Video Recording]

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

- Contracts/Procurements over \$100K
- Ridership Report
- Voter-led Initiative
- Highlight of the Month
- Questions

Lastly, SMART received a request from the Town of Windsor Council to suspend the first three (3) southbound trips from Windsor Stations until the Quiet Zones are implemented. The Quiet Zone shall be implemented around July 22, 2025.

Board Comments [23:25 Minutes Mark on the Video Recording]

Chair Coursey asked about the effects of the change.

Director Milberg asked about the implications of the Quiet Zone.

Vice Chair Sackett asked about the train service for the Marin County Fair.

Chair Coursey asked for clarification of the front mold.

General Manager Cumins responded to Directors Milberg, Vice Chair Sackett and Chair Coursey question.

7. Public Comment on Non-Agenda Items [27:15 Minutes Mark on the Video Recording]

None

8. Consent [27:31 Minutes Mark on the Video Recording]

- a. Accept Monthly Ridership Report – May 2025
- b. Approve Monthly Financial Status Report – April 2025
- c. Authorize the General Manager to Execute Contract Amendment No. 3 with Alcohol and Drug Testing Services LLC Contract in an amount of \$140,000
- d. Authorize the General Manager to Execute Contract Amendment No. 2 with MuniServices, LLC in an amount of \$20,000
- e. Authorize the General Manager to Execute Contract Amendment No. 6 with Nossaman, LLP in an amount of \$400,000 and extend contract to June 30, 2026
- f. Authorize the General Manager to Execute Contract Amendment No. 6 with Sierra - Cedar in an amount of \$128,000 and extend contract to June 30, 2026
- g. Authorize the General Manager to Execute Contract Amendment No. 1 with SPTJ Consulting, Inc. in an amount of \$829,926 and extend contract to June 30, 2027
- h. Authorize the General Manager to Execute Contract Amendment No. 3 with Summit Signal in an amount of \$107,220 and extend contract to December 31, 2026

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

MOTION: Director Pahre moved approval of Consent Agenda as presented. Director Milberg second. The motion carried 11-0 (Director Colin absent).

9. Authorize the General Manager to Execute a three-year Contract for Oracle licenses with (2) one-year options with an annual amount of \$383,763.57, with a total three year not-to-exceed of \$1,151,290.73 – *Presented by Chief Financial Officer, Heather McKillop*
[28:15 Minutes Mark on the Video Recording](#)

Vice Chair Sackett and Director Kelley withdrew themselves from the item and left the Board room.

Chief Financial Officer, Heather McKillop stated that Oracle has been SMART's financial system for the last 10 years. SMART has utilized more and more of the features that Oracle provides and would like to continue to use Oracle and execute a sole source public sector agreement.

Board Comments [\[31:10 Minutes Mark on the Video Recording\]](#)
Directors Milberg and Paulson spoke.

General Manager Cumins responded to questions.

MOTION: Director Rabbitt authorize the General Manager to Execute a three-year Contract for Oracle licenses with (2) one-year options with an annual amount of \$383,763.57, with a total three year not-to-exceed of \$1,151,290.73 as presented. Director Fleming second. The motion carried 9-0 (Director Colin absent; Director Kelley and Vice Chair Sackett no vote).

Vice Chair Sackett and Director Kelley returned to the Board room.

10. Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase expenditure authority for Freight (*Budget Amendment #12*) - *Presented by Chief Financial Officer, Heather McKillop* [\[35:10 Minutes Mark on the Video Recording\]](#)

Chief Financial Officer, Heather McKillop asked for approval of Resolution No. 2025-17 to amend the Fiscal Year 2024-25 Adopted Budget to increase expenditure authority for Freight.

Public Comments [\[36:56 Minutes Mark on the Video Recording\]](#)
Steve Birdleough spoke online.

MOTION: Director Cader Thompson moved Adopt a Resolution to Amend the Fiscal Year 2025 Adopted Budget to increase expenditure authority for Freight (*Budget Amendment #12*) as presented. Director Milberg second. The motion carried 11-0 (Director Colin absent).

11. Adopt Resolutions Approving Fiscal Year 2025-26 Annual Budget and Declaring and Ratifying the Annual Appropriation Limits for Fiscal Year 2025-26 – *Presented by Chief Financial Officer, Heather McKillop* [38:00 Minutes Mark on the Video Recording]

Budget and Finance Manager, Claire Springer provide a PowerPoint presentation which is posted on SMART’s website. Highlights include:

- Changes from Draft Budget
- Strategic Plan
- Passenger Rail and Pathway
 - Goals
 - Projects
 - Revenues
 - Fund Balance and Reserves
- Freight
 - Goals
 - Revenue
 - Fund Balance and Reserves

Board/Public Comments [58:20 Minutes Mark on the Video Recording]

Directors Colin, Milberg, Lucan, Cader Thompson, and Kelley asked questions.

Mike Pechner spoke during public comment.

General Manager Cumins and Chief Financial Officer responded to questions.

MOTION: Director Garbarino moved Adopt the Resolutions Approving Fiscal Year 2025-26 Annual Budget and Declaring and Ratifying the Annual Appropriation Limits for Fiscal Year 2025-26 – *Presented by Chief Financial Officer, Heather McKillop* as presented. Director Cader Thompson second. The motion carried 11-0 (Director Colin absent).

Chair Coursey adjourned the Board to Closed Session at 2:40pm on the following:

Closed Session [1:10:00 Minutes Mark on the Video Recording]

- 12a. Conference with Legal Counsel regarding existing litigation pursuant to California Government Code Section 54956.9(a); Number of cases: One (1) Case: Dennis Muelrath, et al. v. Sonoma-Marin Area Rail Transit District (SMART) - Superior Court of California, County of Sonoma - SCV-271787
- 12b. Conference with Legal Counsel regarding significant exposure to litigation (anticipated litigation) pursuant to California Government Code Section 54956.9(d) - 54956.9 (e); Number of cases: unknown

13. Report out Closed Session [\[1:11:42 Minutes Mark on the Video Recording\]](#)

District Counsel Sutherland reported out of Closed Session at 3:50pm on the following:

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

14. Next Board of Directors Meeting, **July 16, 2025 – 1:30 PM** – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954 [\[1:11:55 Minutes Mark on the Video Recording\]](#)

15. Adjournment – Meeting adjourned at 3:52pm

Respectfully submitted,

Leticia Rosas
Clerk of the Board

Approved on: _____



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

July 16, 2025

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

SUBJECT: Monthly Ridership Report – June 2025

Dear Board Members:

RECOMMENDATIONS: Accept Monthly Ridership Report

SUMMARY:

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

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

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

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

FISCAL IMPACT: None

REVIEWED BY: Finance /s/ Counsel /s/

Respectfully,

 /s/
Emily Betts
Planning Manager

Attachment(s): Monthly Ridership Report – June 2025

JUNE 2025 SMART RIDERSHIP REPORT

June 2025 saw continued ridership increases over the previous month, with average weekday ridership at 4,529, up 11% over May. Average Saturday and Sunday ridership increased by 25% and 17%, respectively, from the previous month. Total monthly ridership was 120,578, an all-time record for SMART. June total ridership was up 51% over June 2024 and 116% over June 2019 (pre-COVID). Weekend ridership was strong, with average Saturday and Sunday ridership increased by 71% and 52%, respectively, over June 2024.

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

The tables below present data for June 2024 and 2025 year-over-year, and the Fiscal Year (July-June). Ridership for FY25 was 33% higher than FY24, and 50% over the year pre-COVID.

MONTHLY TOTALS YEAR-OVER-YEAR	JUNE 2024	JUNE 2025	% Change
Ridership	80,034	120,578	51%
Fare-based Ridership (Clipper + App Only)	45,468	60,260	33%
Average Weekday Ridership	3,120	4,529	45%
Average Saturday Ridership	1,780	3,046	71%
Average Sunday Ridership	1,748	2,659	52%
Bicycles	10,525	14,493	38%
Mobility Devices	214	403	88%

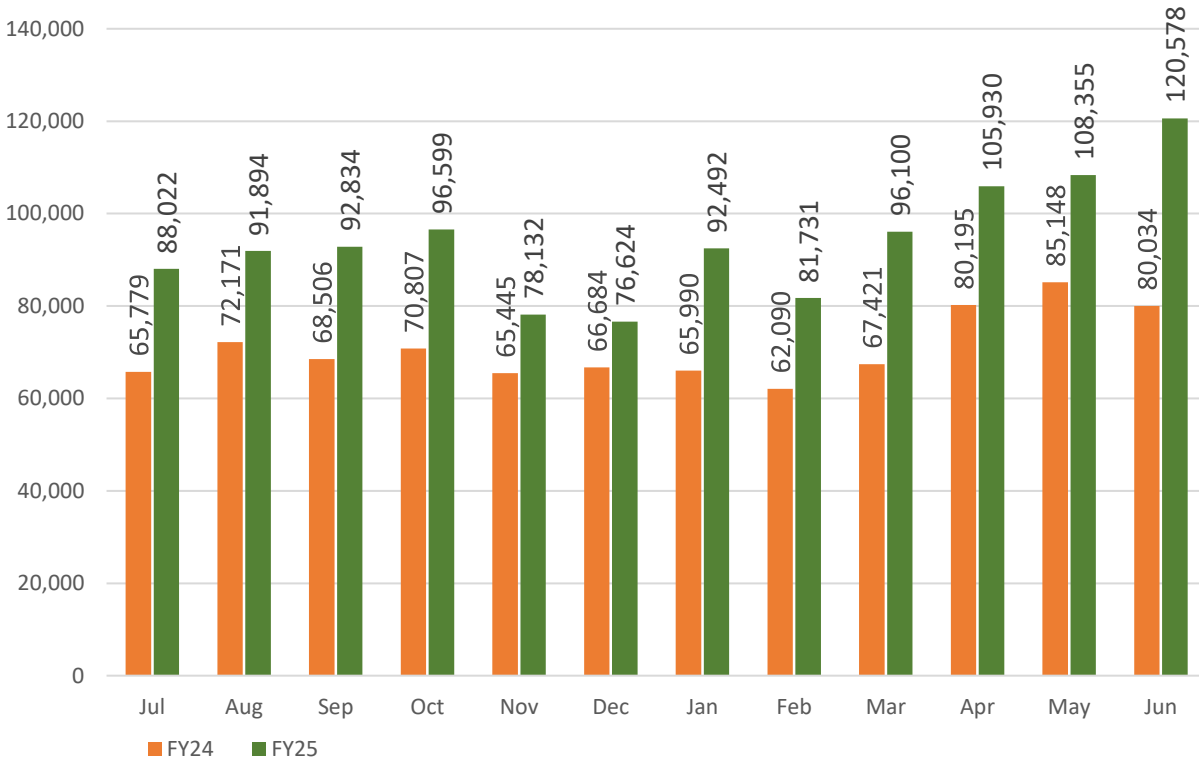
**Discrepancy between total ridership change and fare-based ridership change due to launch of Free Fare program for youth and seniors on April 1, 2024.*

DRAFT FISCAL YEAR (Jul - Jun)	Fiscal Year 2024	Fiscal Year 2025	% Change
Ridership	850,270	1,129,451	33%
Fare-based Ridership (Clipper + App Only)	614,011	591,715	-4%
Average Weekday Ridership	2,772	3,631	31%
Average Saturday Ridership	1,483	2,203	49%
Average Sunday Ridership	1,234	1,852	50%
Bicycles	114,747	146,304	28%
Mobility Devices	1,879	2,900	54%

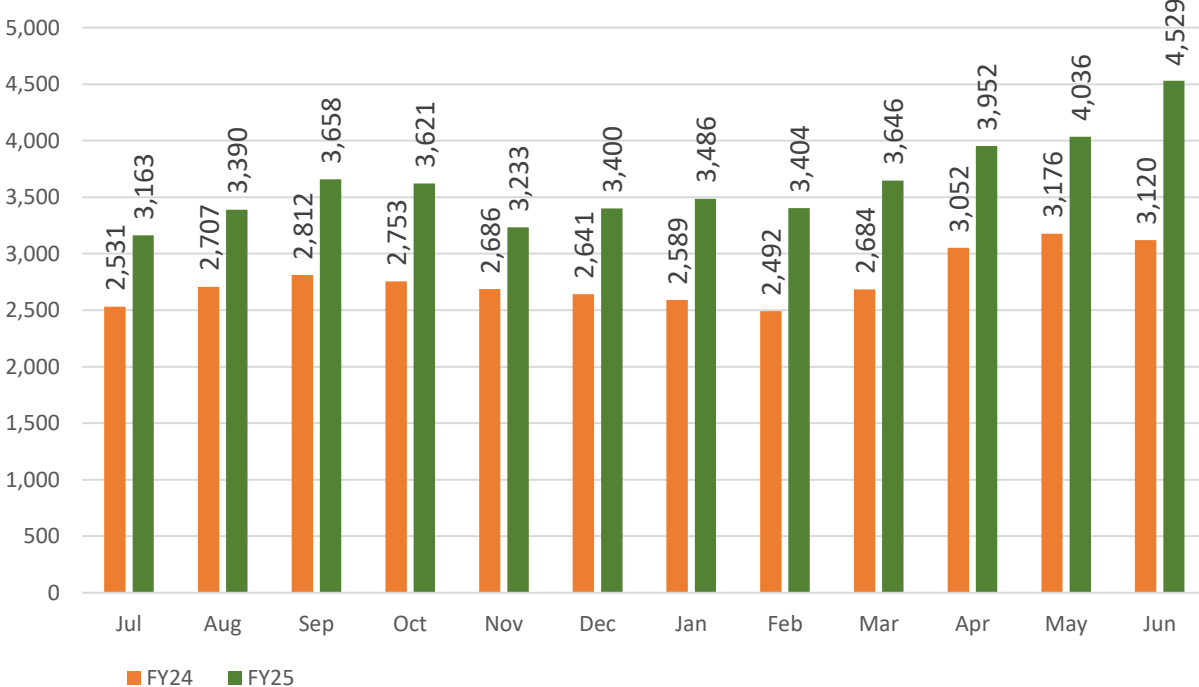
JUNE 2025 SMART RIDERSHIP REPORT

The following charts compare the average weekday ridership, average weekend ridership, and monthly totals for FY24-FY25.

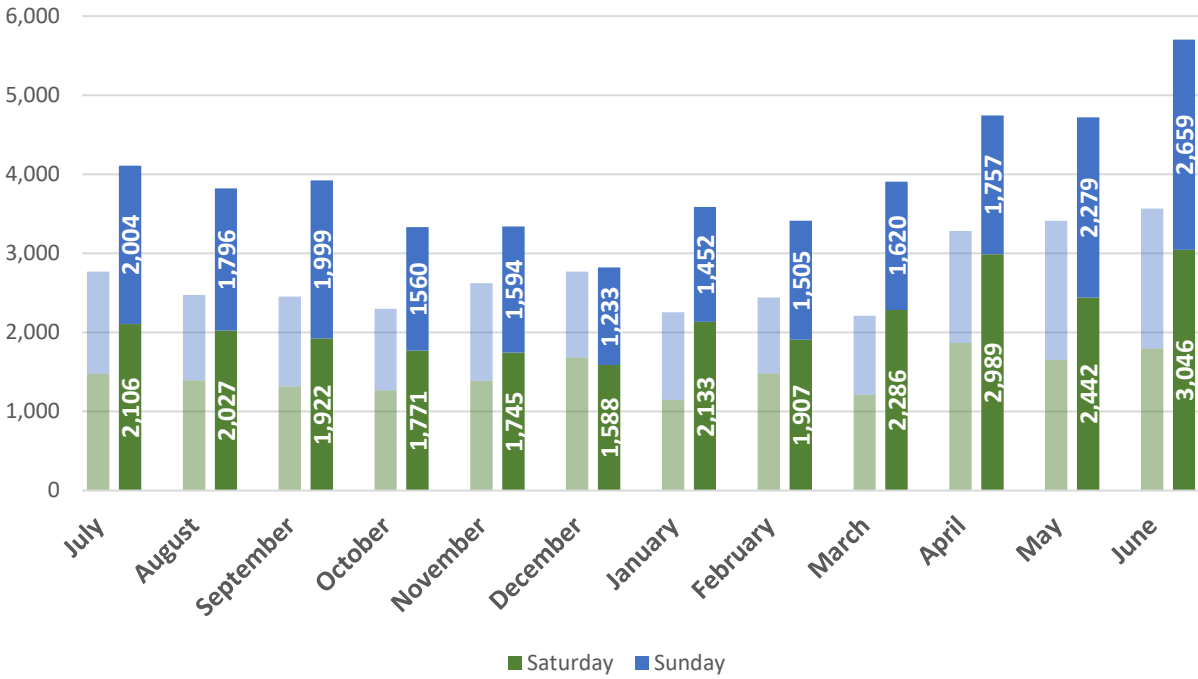
SMART Monthly Ridership (FY24 - FY25)



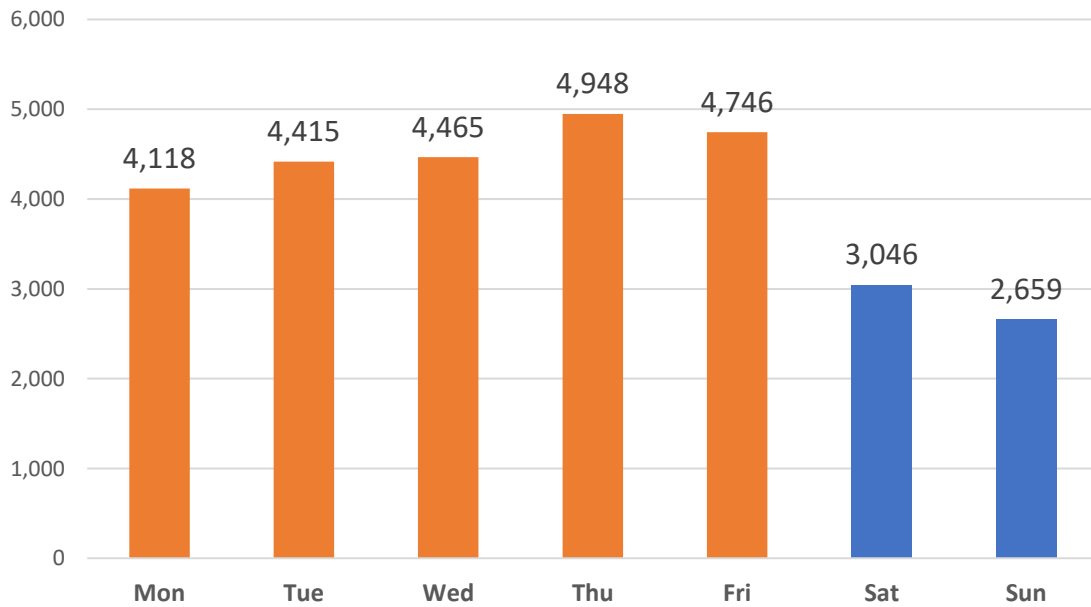
SMART Average Weekday Ridership (FY24 - FY25)



SMART Average Weekend Boardings (FY24 - FY25)



Average Boardings by Day of Week (June 2025)

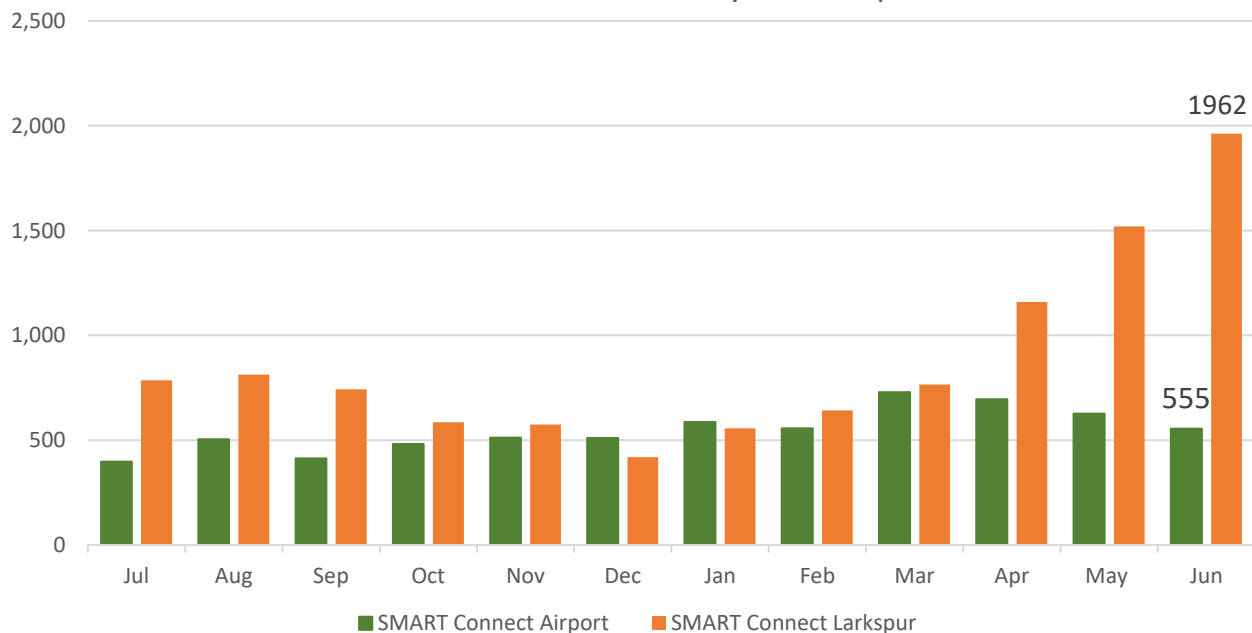


SMART Connect Program

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

Total June monthly ridership for the SMART Connect program was 2,517 riders, the highest monthly ridership for the program to date. For FY25 to date, the Connect Shuttle program has carried 17,097 riders.

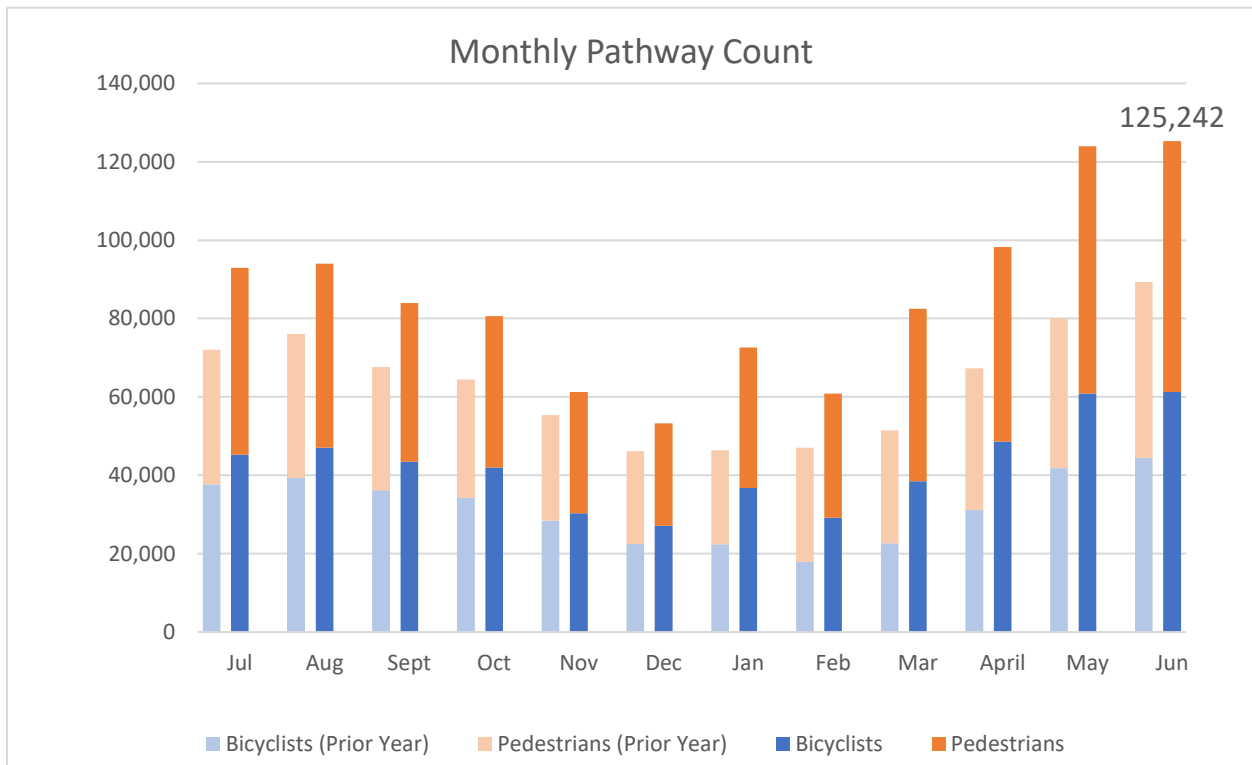
SMART Connect Monthly Ridership



SMART Pathway

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

In June 2025, SMART counted 125,242 users on the pathway, an increase of 40% over the prior year. To date, June 2025 is the highest month of pathway usage since SMART began counting users in 2022. The increased counts are attributed to higher volumes of users on existing pathway as well as counts of users on newly opened pathway segments. The counts also include any use of the unopened segment of the pathway between Rohnert Park and Santa Rosa, Petaluma and Penngrove.





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July 16, 2025

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

SUBJECT: Monthly Financial Status

Dear Board Members:

RECOMMENDATION: Approve Monthly Financial Reports

SUMMARY:

This report provides information for eleven months of Fiscal Year (FY) 2025, including details on the Board Adopted Budget through Budget Amendment #11. Attached, you will find separate charts displaying both budgeted and - actual revenues and expenditures for passenger rail and freight. The "actual" columns reflect revenues and expenditures for eleven months of FY 2025 (from July to May). Additionally, for passenger rail, we have included more detailed information on sales tax and fare revenues, presenting current data alongside comparative figures from the last five years (FY 2021 to FY 2025).

We anticipate that actual sales tax collections will be approximately \$1.5 million lower than expected for the rest of the fiscal year, leading us to project about \$20 million in sales and use tax collection for the fourth quarter. We also expect to collect nearly all federal funds, with the exception of those amounts we will not be able to collect until FY 2026 due to timing of expenses (\$1.5 million). Regarding state funds, we expect to collect all but the \$5 million allocated for the Affordable Housing and Sustainable Communities (AHSC) program, pending a signed grant agreement before we can bill the state. Fare revenues, however, are in line with our forecasts for the first ten months.

The report further outlines the approved budget, actual expenditures, and remaining budget balance. Please note that expenditures may not occur evenly throughout the fiscal year; many significant costs, such as debt service, are incurred at specific intervals. Additionally, we have included information on SMART's investment policy, detailing where our funds are held and the current amounts. Lastly, we present the current obligations, reserves, and fund balance requirements for FY 2025.

Sincerely,

/s/

Heather McKillop
Chief Financial Officer

Attachment(s): 1) Monthly Financial Status Report
2) Contract Summary Report



MONTHLY FINANCIAL STATUS

May 2025

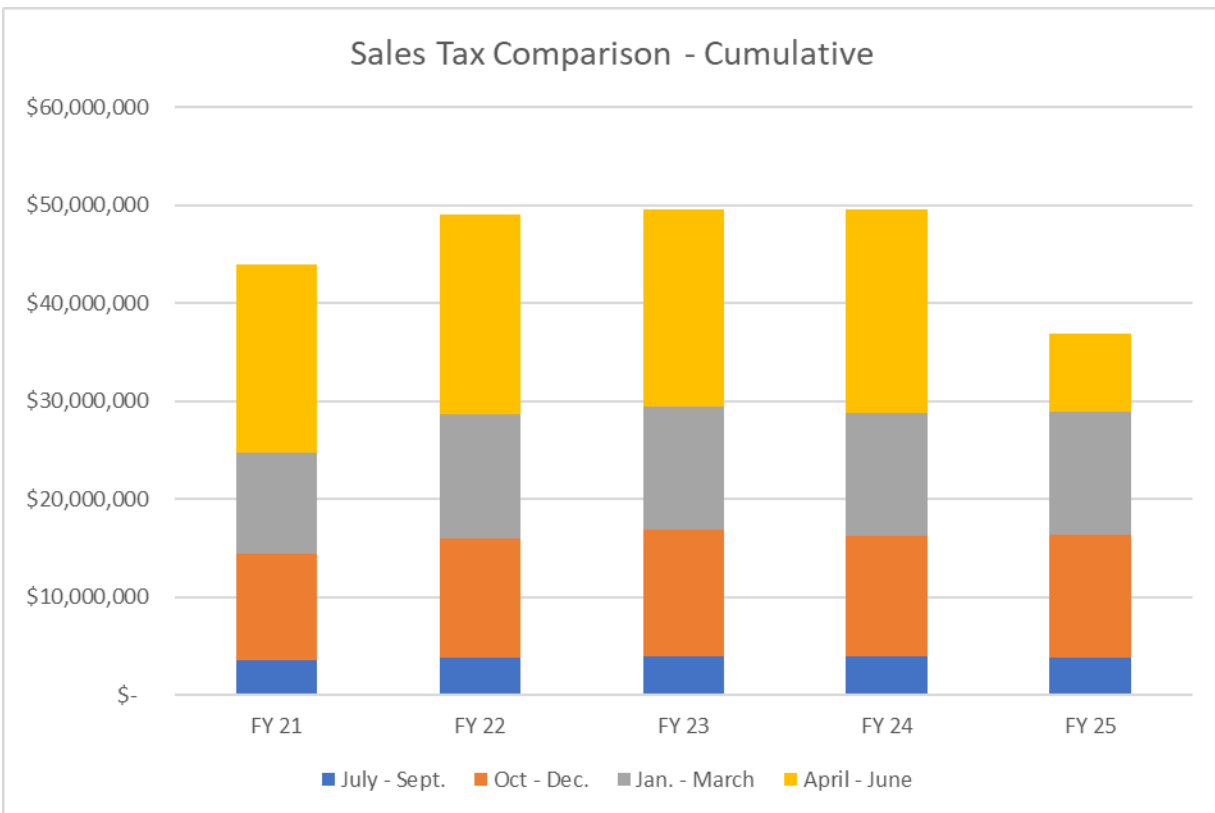
PASSENGER REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Revenues					
Passenger Rail					
Sales/Use Taxes	\$ 50,426,000	\$ 36,886,217	\$ (13,539,783)	-27%	8%
Sales Collections		\$ (468,130)	\$ (468,130)		
Interest and Lease Earnings	\$ 1,979,636	\$ 2,301,797	\$ 322,161	16%	8%
Miscellaneous/ Other Revenue	\$ 295,921	\$ 289,221	\$ (6,700)	-2%	8%
Passenger Fares	\$ 2,215,290	\$ 2,053,877	\$ (161,413)	-7%	8%
Parking Fares	\$ 11,400	\$ 16,975	\$ 5,575	49%	8%
Shuttle Fares	\$ 1,200	\$ 7,762	\$ 6,562	547%	8%
State Grants	\$ 54,788,550	\$ 17,817,206	\$ (36,971,344)	-67%	8%
Federal Funds	\$ 8,444,271	\$ 5,110,215	\$ (3,334,056)	-39%	8%
Other Governments	\$ 3,312,689	\$ 2,897,000	\$ (415,689)	-13%	8%
Passenger Rail	\$ 121,474,957	\$ 66,912,140	\$ (54,562,817)	-45%	8%

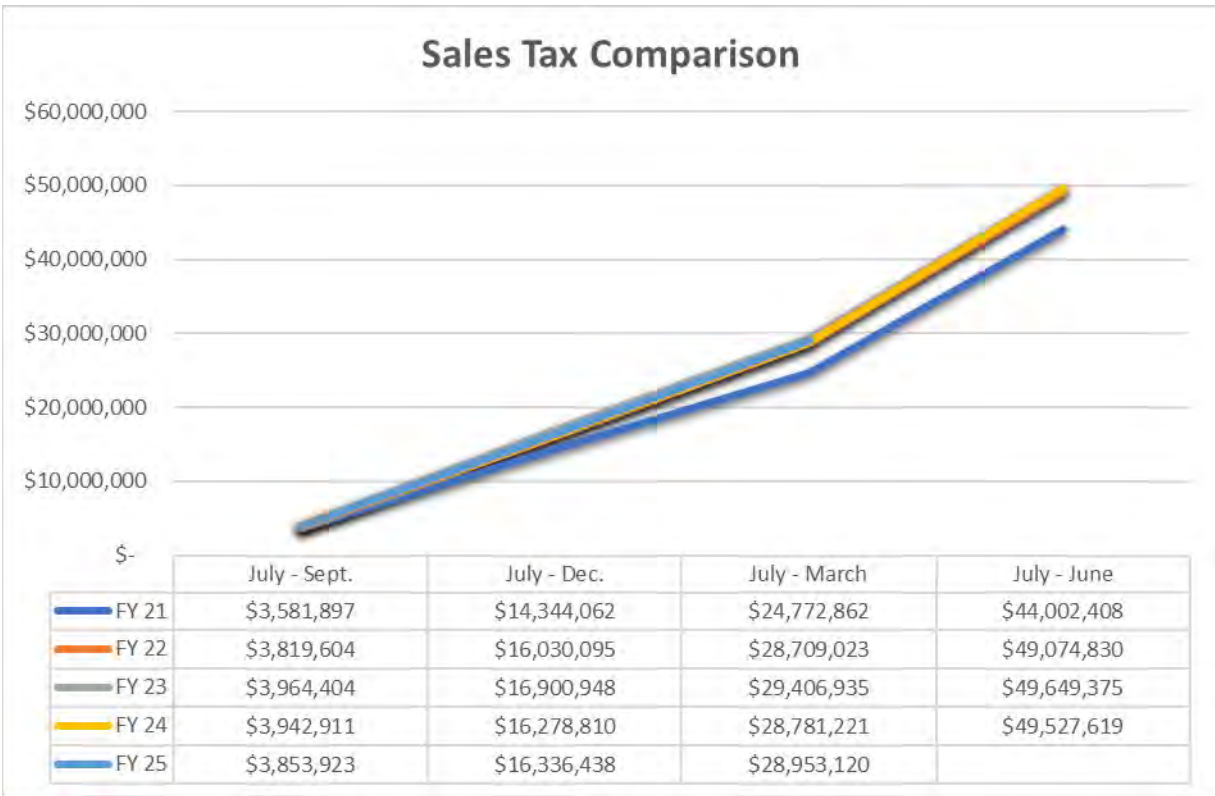
**Measure Q Sales Tax
Fiscal Year (FY) 2025**

Time Period	July - Sept.	Oct - Dec.	Jan. - March	April - June
FY 25 Forecasted Sales Tax	\$ 3,900,000	\$ 12,500,000	\$ 12,600,000	\$ 21,426,000
Actual	\$ 3,853,923	\$ 12,482,515	\$ 12,616,682	\$ 7,913,097
Difference	\$ (46,077)	\$ (17,485)	\$ 16,682	\$ (13,512,903)

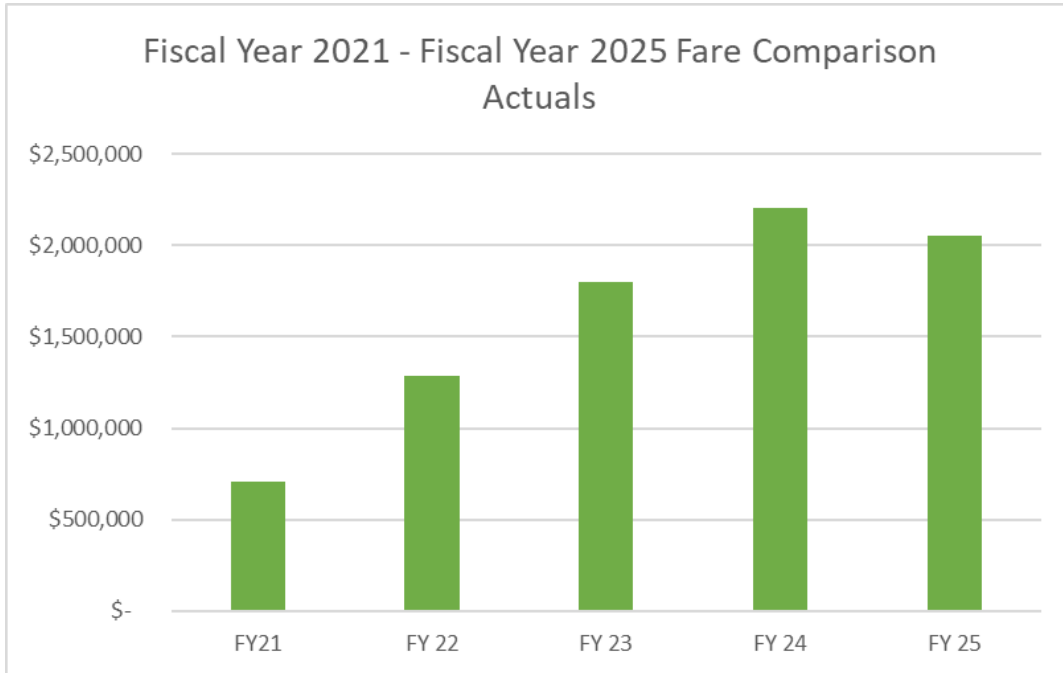
**Fiscal Year 2021-2025 Net Sales Tax Comparison
(by Quarter)**



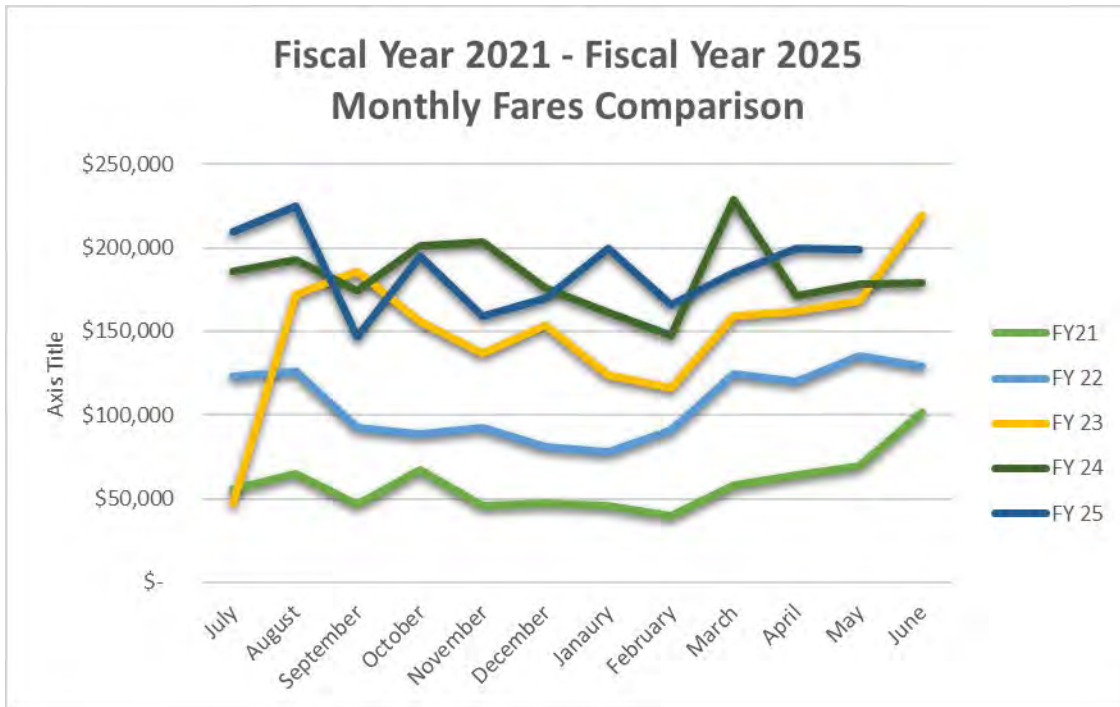
Fiscal Year 2021-2025 Cumulative Sales Tax Comparison



Fiscal Year 2021-2025 Fare Revenue Comparison



Fiscal Year 2021-2025 Monthly Fare Revenue Comparison



PASSENGER EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Passenger Expenses					
Administration					
Salaries & Benefits	\$ 7,180,063	\$ 6,116,575	\$ (1,063,488)	-15%	8%
Services & Supplies	\$ 12,281,971	\$ 6,552,815	\$ (5,729,156)	-47%	8%
Administration Subtotal	\$ 19,462,034	\$ 12,669,390	\$ (6,792,644)	-35%	8%
Operations					
Salaries & Benefits	\$ 19,720,160	\$ 17,246,906	\$ (2,473,254)	-13%	8%
Services & Supplies	\$ 7,112,015	\$ 3,914,826	\$ (3,197,189)	-45%	8%
Operations Subtotal	\$ 26,832,175	\$ 21,161,732	\$ (5,670,443)	-21%	8%
Capital					
Salaries & Benefits	\$ 1,909,850	\$ 591,799	\$ (1,318,051)	-69%	8%
Services & Supplies	\$ 4,094,796	\$ 1,220,922	\$ (2,873,874)	-70%	8%
Capital Subtotal	\$ 6,004,646	\$ 1,812,721	\$ (4,191,925)	-70%	8%
Total Passenger Expenses	\$ 52,298,855	\$ 35,643,843	\$ (16,655,012)	-32%	25%
Passenger (Capitalized) Expenses					
Facilities	\$ 65,293,730	\$ 55,259,606	\$ (10,034,124)	-15%	8%
Infrastructure	\$ 2,484,051	\$ 2,266,442	\$ (217,609)	-9%	8%
Equipment	\$ 2,054,136	\$ 121,978	\$ (1,932,158)	-94%	8%
Nonrevenue vehicles	\$ 971,305	\$ 494,160	\$ (477,145)	-49%	8%
Revenue vehicles	\$ -	\$ -	\$ -	0%	8%
Land	\$ 1,313,032	\$ 1,313,032	\$ -	0%	8%
Other Governments	\$ 1,139,812	\$ 1,030,996	\$ (108,816)	-10%	8%
Total Passenger (Capitalized) Expenses	\$ 73,256,066	\$ 60,486,214	\$ (12,769,852)	-17%	8%
Passenger Expenses + Capitalized	\$ 125,554,921	\$ 96,130,057	\$ (29,424,864)	-23%	8%

FREIGHT REVENUES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Revenues					
Freight					
State Operating/ Capital Grant (42341)	\$ 606,785		\$ (606,785)	0%	8%
Sales Collections	\$ -	\$ -	\$ -	\$ -	0%
State Shortline Grant	\$ 399,776		\$ (399,776)	0%	8%
Freight Movement Fees	\$ 700,000	\$ 871,207	\$ 171,207	24%	8%
Leases	\$ 270,000	\$ 267,125	\$ (2,875)	-1%	8%
Freight Storage	\$ 104,800	\$ 123,866	\$ 19,066	18%	8%
45(g) Tax Credit & Misc. Revenues	\$ 593,000	\$ 593,449	\$ 449	0%	8%
Freight	\$ 2,674,361	\$ 1,855,647	\$ (818,714)	-31%	8%

FREIGHT EXPENSES

	FY 2024-25 Approved Budget + Amendments #1 - #11	Actual	Amount Over / (Under) Budget	% Over/(Under) Budget	% of FY Remaining
Freight Expenses					
Administration					
Salaries & Benefits	\$ -	\$ -	\$ -		
Services & Supplies	\$ -	\$ -	\$ -		
Administration Subtotal	\$ -	\$ -	\$ -		
Operations					
Salaries & Benefits	\$ 947,674	\$ 745,529	\$ (202,145)	-21%	8%
Services & Supplies	\$ 1,118,767	\$ 615,406	\$ (503,361)	-45%	8%
Operations Subtotal	\$ 2,066,441	\$ 1,360,935	\$ (705,506)	-34%	8%
Capital					
Salaries & Benefits	\$ -	\$ 4,076	\$ 4,076	#DIV/0!	8%
Services & Supplies	\$ 607,920	\$ 256,768	\$ (351,152)	-58%	8%
Capital Subtotal	\$ 607,920	\$ 260,844	\$ (347,076)	-57%	8%
Total Freight Expenses	\$ 2,674,361	\$ 1,621,779	\$ (1,052,582)	-39%	8%
Freight (Capitalized) Expenses					
Facilities		\$ -	\$ -		
Infrastructure		\$ -	\$ -		
Equipment		\$ -	\$ -		
Nonrevenue vehicles		\$ -	\$ -		
Revenue vehicles		\$ -	\$ -		
Land		\$ -	\$ -		
		\$ -	\$ -		
Total Freight (Capitalized) Expenses	\$ -	\$ -	\$ -		
Freight Expenses + Capitalized	\$ 2,674,361	\$ 1,621,779	\$ (1,052,582)	-39%	8%

CAPITAL PROJECTS

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

INVESTMENTS

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

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

<u>Cash On Hand</u>	
Bank of Marin	\$ 39,976,837
Sonoma County Investment Pool *	\$ 47,949,531
Total Cash on Hand	\$ 87,926,367
<u>Reserves</u>	
Self-Insured	\$ 2,370,675
OPEB/ CalPERS	\$ 5,574,676
Operating Reserve	\$ 11,728,963
Capital Sinking Fund	\$ 11,317,250
Corridor Completion	\$ 7,000,000
Total Reserves	\$ 37,991,564
Cash Balance	\$ 49,934,803
Less: Current Encumbrances	\$ (6,545,684)
Balance	\$ 43,389,119
Less: Estimated FY25 Year-end Fund Balance	\$ (61,508,650)
Remaining Balance	\$ (18,119,531)
* Doesn't include trustee accounts	



Contract Summary

PASSENGER RAIL

Active contracts as of 5/31/2025

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
A.J. Janitorial Service	Janitorial Services for all Stations Roblar, ROC and Fulton	\$ 9,140	\$ 9,140
AFAF Translations, LLC	As-Needed Oral & Document Translation Services	\$ 2,000	\$ 1,545
Alcohol & Drug Testing Services, LLC	DOT and FRA-regulated Drug and Alcohol Testing Services	\$ 45,000	\$ 38,237
Allen, Glaessner, Hazelwood LLP	Legal Services for Litigation and Rail Transit Issues	\$ 50,000	\$ -
Alliant Insurance Services	Insurance Brokerage and Risk Management Services	\$ 50,000	\$ 20,511
American Rail Engineers Corporation	Railroad Bridge Inspections, Bridge Engineering, and Related Services	\$ 37,000	\$ 35,733
Asbury Environmental Services (AES)	Hazardous and Non-Hazardous Waste Removal and Disposal Services	\$ 2,575	\$ 2,275
Atlas CopCo Compressors, LLC	Air Compressor Maintenance Services	\$ 4,489	\$ 4,475
Bach Simpson, a Division of Wabtec Canada, Inc.	Overhaul Services of Event Recorder Units	\$ 54,000	\$ 19,770
Balloon Specialities, LLC	Balloons for Station and Pathway Openings	\$ 2,164	\$ 2,164
BBM Railway Equipment, LLC	Inspect, Certify, and Repair Jacks and Stands	\$ 12,385	\$ 12,385
BKF Engineers	Design and Engineering Services for MUP Segments in Sonoma and Marin Counties	\$ 273,662	\$ 73,671
Bolt Staffing Service, Inc.	Temporary Staffing Services	\$ 45,000	\$ 35,312
Bright Star Security, Inc.	Security Patrol at SMART's Cal Park Tunnel	\$ 11,436	\$ 10,483
Bureau Veritas Technical Assessments, LLC	Equal Access and ADA Consulting	\$ 25,000	\$ 2,106
Cal Interpreting & Translations	Real Time Translation and Related Services	\$ 13,000	\$ -
Charlie Gesell Photography	Photography Services for Petaluma North & McInnis Pathway Openings	\$ 3,175	\$ 1,950
Cinquini & Passarino, Inc.	Right-of-Way Land Surveying and Related Services	\$ 7,773	\$ -
City Towel & Dust Services, Inc. DBA Sunset Linen & Uniform	Laundrying, Pressing, and Related Services for SMART-Owned Uniforms	\$ 21,723	\$ 824
Clean Solutions Services Inc.	Janitorial and Custodial Services for SMART's Stations, Offices, and Park & Ride Lots	\$ 137,885	\$ 104,349
CocoConsult, LLC	Alternate Construction Project Delivery Advisory Services, Cost Estimation and Negotiation Services	\$ 399,752	\$ 219,598
Code 3 Entertainment Services, LLC	Microtransit Operations and Maintenance Services	\$ 567,433	\$ 394,162
Construction Testing Services	Construction Materials Testing Support Services	\$ 189,625	\$ 17,312
Cooperative Personnel Services dba CPS HR Consulting	Employee Recruiting Services	\$ 81,000	\$ 75,000
Craft & Commerce	Marketing and Community Outreach Services and Support	\$ 93,000	\$ -
CSW/Stuber-Stroeh Engineering Group	Design and Engineering Services for 5 MUP Segments in Marin County	\$ 683,104	\$ 245,857
CSW/Stuber-Stroeh Engineering Group	Design and Engineering for Petaluma North Station, N. McDowell Grade Crossing, Segments 2 & 3 Pathway	\$ 382,800	\$ 229,381
Data Ticket	Processing Parking Fines for Illegal Parking	\$ 1,800	\$ 1,500
Defense Block Security	Security and Patrol Services	\$ 5,360	\$ 5,135
Dr. Lance O'Connor	Occupational Health Screening Services	\$ 5,000	\$ 1,720
Dudek	Biological and Cultural Resource Monitoring	\$ 195,000	\$ -
Dunnigan Psychological & Threat Assessments, LLC	Employment-Related Psychological Evaluation Services	\$ 25,000	\$ 12,125
Eide Bailly LLP	Financial Audit Services	\$ 61,110	\$ 55,100
eLock Technologies, LLC	Station Bike Lockers - Ongoing Maintenance and Support Services	\$ 13,373	\$ 12,810
Fairbank, Maslin, Maullin, Metz & Associates	Consultant Services for Survey and Public Opinion Research	\$ 45,000	\$ 45,000
Federated Indians of Graton Rancheria	Tribal Monitoring for Ground-Disturbing Activities - SoCo Pathway	\$ 20,000	\$ 6,097
Fehr & Peers	Comprehensive Quality of Life and Impact Assessment	\$ 413,113	\$ 77,740
FinQuery (formerly LeaseQuery, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 11,735	\$ 11,735
Foster & Foster (formerly Demsey, Filliger, & Associates, LLC)	GASB Pension Compliance Services (Actuarial Calculations)	\$ 1,250	\$ -
Gary D. Nelson Associates, Inc.	Temporary Staffing and Placement Services	\$ 55,000	\$ 8,433
George Hills Company, Inc.	Third Party Claims Administration Services	\$ 30,000	\$ 1,671
Ghilotti Bros, Inc.	Construction of NMP McInnis to Smith Ranch	\$ 3,077,714	\$ 3,077,714
Golden Five, LLC	Microsoft 365 Consulting Services	\$ 81,689	\$ 69,552
GP Crane & Hoist	Cal/OSHA Inspection Services	\$ 5,995	\$ 5,995
Granicus, Inc.	Media Streaming and Internet Broadcasting Services	\$ 13,503	\$ 13,503
Hanford A.R.C.	Implementation and Monitoring, San Rafael Creek Riparian Enhancement Project	\$ 29,841	\$ 29,252
Hanford A.R.C.	Maintenance and Monitoring the the Las Gallinas Creek Watershed Riparian Enhancement Planting	\$ 17,425	\$ 15,274
Hanson Bridgett LLP	Legal Services - Union Negotiations	\$ 120,000	\$ 17,562
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 12,570	\$ 3,051
Heartwood Studios, Inc. DBA Heartwood. Inc.	Online Rail Simulation Courses	\$ 1,995	\$ 1,995
Holland Company	Track Geometry and Measurement Services	\$ 24,000	\$ 24,000
Hunt and Sons, Inc.	Bulk Delivery of Motor Oil (15W40)	\$ 19,713	\$ 17,697

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Integrated Security Controls, Inc.	On-Call CCTV Maintenance Support	\$ 30,258	\$ 1,855
Intelligent Technology Solutions, LLC	Maximo SaaS Development, Implementation, and Related Services	\$ 264,880	\$ 223,477
Khoury Consulting, LLC	California State Legislative and Advocacy Services	\$ 120,000	\$ 100,000
Leete Generators	Generator Inspection and Maintenance Services	\$ 2,602	\$ 1,457
Lewis, Brisbois, Bisgaard & Smith LLP	Various legal services related to transit	\$ 65,000	\$ 483
Lisa Wolper, LCSW, SAP	Substance Abuse Professional Services	\$ 1,400	\$ 650
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$ 66,250	\$ 51,000
MaxAccel	FRA Regulatory Compliance Software	\$ 31,664	\$ 29,504
MaxAccel	Learning Management System	\$ 15,832	\$ 15,257
Militus, Inc.	Cybersecurity and Network Threat Analysis and Assessment	\$ 40,000	\$ 40,000
Mission Linen Supply	Employee Uniform Rentals	\$ 36,077	\$ 28,817
Mission Linen Supply	Laundry and Dry Cleaning for SMART-Owned Uniforms	\$ 9,025	\$ 700
Modern Railway Systems, Inc.	Monitoring and Maintenance SMART's Communications Network and TDX System	\$ 62,137	\$ 54,340
Modern Railway Systems, Inc.	Design and Construction of Systems Improvements for the Windsor Extension Project	\$ 9,213,860	\$ 7,617,119
Modern Railway Systems, Inc.	Real Time Train Arrival Digital Signage for Train Platforms	\$ 452,877	\$ 404,300
MuniServices, LLC	Sales Tax Recovery Services	\$ 30,000	\$ 17,818
Netspeed Solutions	Avaya Phone System Support Services	\$ 4,800	\$ 3,600
North Bay Bottling (Alex Ruiz Sr.)	Drinking Water Delivery Service	\$ 3,260	\$ 1,476
North Bay Petroleum	Provision of Fuel for DMUs	\$ 1,430,000	\$ 1,377,563
Nossaman LLP	Litigation, Rail Transit Issues, and other related legal services	\$ 180,000	\$ 162,132
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$ 35,000	\$ 10,138
Oracle	Fusion ERP System	\$ 329,413	\$ 247,060
Pape Machinery, Inc.	Equipment Repair and Related Services	\$ 7,507	\$ -
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$ 25,000	\$ 10,650
PFM Financial Advisors, LLC	Financial Advisory Services	\$ 5,000	\$ -
Pitney Bowes, Inc.	Lease for Mail Machine	\$ 701	\$ 549
Pivotal Vision, LLC	Security Software Licensing / Rail Network	\$ 2,750	\$ 2,750
Portola Systems, Inc.	SMART Station Network Maintenance and Configuration Services	\$ 271,543	\$ 264,558
Precision Wireless	Tech Support and Maintenance for Land Mobile Radio	\$ 44,932	\$ 14,044
Precision Wireless	Installation of Lightbar and Related Equipment	\$ 2,712	\$ 2,590
Quality Sprayers	Vegetation Control and Related Services	\$ 87,276	\$ 82,666
RSE Corporation	Civil Engineering, Design, and Land Surveying	\$ 42,500	\$ 12,293
Sierra-Cedar, LLC	Oracle Enterprise Resources Planning Software	\$ 152,000	\$ 73,846
Sonoma County Fleet Operation Division	Non-Revenue Fleet Vehicle Installation, Maintenance, and Repair Services	\$ 65,000	\$ 55,744
SPTJ Consulting, Inc.	Network Monitoring and Support Services	\$ 202,419	\$ 179,172
Square Signs LLC dba Front Signs	System-Wide Pathway Wayfinding Signage	\$ 599,447	\$ 574,680
Stacy and Witbeck, Inc.	Design/Build Construction of Civil, Track & Structures of Windsor Extension	\$ 20,043,492	\$ 19,307,636
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Construction of Petaluma North Station Platform, Grade Crossing Reconstruction, and Pathway	\$ 26,568,670	\$ 25,645,553
Stacy and Witbeck/Ghilotti Bros, A Joint Venture	Paving Work for the City of Petaluma as Part of the Petaluma North Project	\$ 651,395	\$ 646,707
Sue Evans	Title Investigation Support Services	\$ 19,493	\$ 18,005
Survival CPR & First Aid, LLC	Active Shooter Training and Related Services	\$ 2,970	\$ 2,079
Survival CPR & First Aid, LLC	First Aid and CPR Training, AED Compliance Program Management	\$ 11,300	\$ 7,368
TDG Engineering, Inc.	Wayfinding System Planning and Design for the SMART Pathway	\$ 21,592	\$ 21,349
The Routing Company	Furnish, Implement, and Maintain a Microtransit Software Platform	\$ 17,400	\$ 15,640
The Routing Company	Social Media Campaign for SMART Connect	\$ 6,200	\$ 6,200
Tom Hehir dba Aspire Consulting	Leadership and Development Workshop Services	\$ 24,266	\$ 23,934
Toshiba America Business Solutions, Inc.	Printer Lease and Maintenance Agreement No 450-046953-000	\$ 32,494	\$ 20,822
TRC Engineers, Inc.	Construction Management Support Services	\$ 413,197	\$ 341,394
Triangle Properties, Inc.	SoCo Pathway Riparian Enhancement Implementation and Monitoring	\$ 39,080	\$ 32,915
Triangle Properties, Inc.	Helen Putnam Riparian Mitigation	\$ 523,270	\$ 429,356
Triangle Properties, Inc.	Windsor Creek Riparian Enhancement	\$ 41,932	\$ 25,012
Trillium Solutions, Inc.	Transit Feed Mapping Software	\$ 4,550	\$ 4,550
True Value Wholesale Hardware of Larkfield, Inc.	Tent Rentals for Grand Openings and Groundbreakings	\$ 5,648	\$ -
United Construction Management Corp	Construction Management Support Services	\$ 160,083	\$ 32,525
Urban Transportation Associates	Onboard Automatic Passenger Counter System Purchase, Install, and Software Implementation and Training	\$ 18,178	\$ 9,588
UTCRA	Wheel Pressing Services	\$ 50,400	\$ 25,200
Van Scoyoc Associates	Federal Lobbying Services	\$ 60,000	\$ 50,000
VenTek Transit Inc.	Installation of SMART-Owned Transit Card Vending Machines	\$ 32,178	\$ -
Vista Broadband Networks, Inc.	Broadband Services	\$ 9,000	\$ 8,250
Ward Levy Appraisal Group, Inc.	Real Estate Appraisals and Related Services	\$ 4,950	\$ -

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Web Master Designs, LLC	As-Needed Monitoring, Management, and Support Services for Public-Facing Websites	\$ 5,580	\$ 3,150
WRA, Inc.	As-Needed Environmental Consulting Services	\$ 115,715	\$ 94,769
	TOTAL	\$ 70,296,322	\$ 63,505,192

FREIGHT RAIL

Contractor	Scope	FY 24/25 Projected	FY 24/25 Actuals
Cathcart Rail Holdco, LLC dba Cathcart Field Services, LLC	Running Repair Agent Inspection and Maintenance Services	\$ 1,675	\$ 1,675
Freight Rail Tracking Software	Freight Rail Tracking Software	\$ 6,000	\$ 4,245
GATX Rail Locomotive Group, LLC	Freight Locomotive Lease Agreement	\$ 48,200	\$ 43,760
HCI Systems, Inc.	Fire Equipment Inspection and Certification	\$ 564	\$ 210
Holland Company	Track Geometry and Measurement Services	\$ 12,000	\$ 12,000
Hue & Cry, Inc.	Security System at Schellville Depot	\$ 994	\$ 746
Lambertus J. Verstegen dba South West Locomotive Repair	Locomotive Maintenance and Repair	\$ 32,173	\$ 32,173
Mickelson & Company, LLC	45G Tax Credit Advisory Services	\$ 15,035	\$ 15,035
North Bay Petroleum	Provision of Fuel for Freight Locomotives	\$ 90,000	\$ 60,738
Quality Sprayers	Vegetation Control and Related Services	\$ 52,000	\$ 51,999
Southern Tire Mart, LLC	Tire Recapping and Repair for Mobile Excavator	\$ 5,627	\$ 5,586
Summit Signal, Inc.	Inspection, Testing, and Maintenance Services for Signal Equipment Along Brazos Branch	\$ 87,162	\$ 79,182
Summit Signal, Inc.	Freight Call-Out Maintenance and Repair Services	\$ 39,291	\$ 35,831
Summit Signal, Inc.	Signal and Crossing Support Services for Planned Caltrans Paving Project along Hwy 12/121	\$ 4,060	\$ 3,370
Wine Country Sanitary, Inc.	Portable Toilet Rental and Maintenance	\$ 2,400	\$ 2,165
	TOTAL	\$ 395,506	\$ 347,041

Actuals-To-Date include invoices that have been approved, but may not have been processed in SMART's Financial System, as of 5/31/25



Chris Coursey, Chair
Sonoma County Board of Supervisors

July 16, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

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

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

SUBJECT: Annual Financial Audit

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

RECOMMENDATION: Information

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY:

Eide Bailly will be conducting the annual financial statement audit as well as auditing compliance over major federal award programs. As such, they provide communications to the Board of Directors as well as Management of the District as to their responsibilities and the scope of the Audit. Their communication is attached.

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

FISCAL IMPACT: None

Mark Milberg
Transportation Authority of Marin

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

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Sincerely,

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

 /s/
Heather McKillop
Chief Financial Officer

David Rabbitt
Sonoma County Board of Supervisors

Attachment(s): Eide Bailly Financial Audit Communication

Eddy Cumins
General Manager

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



May 21, 2025

To the Governing Board and Management of the
Sonoma-Marín Area Rail Transit District
Petaluma, California

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the Sonoma-Marín Area Rail Transit District (District) as of and for the year ended June 30, 2025. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated May 21, 2025, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- *Management Override of Controls* – professional standards require auditors to address the possibility of management overriding controls. Accordingly, we considered the possibility that management of the organization may have the ability to override controls that the organization has implemented. Management may override the organization's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the organization's financial performance or with the intent of concealing fraudulent transactions.
- *Improper Revenue Recognition* – professional standards require auditors to presume that revenue recognition is a fraud risk. Therefore, improper revenue recognition was identified as a fraud risk due to possibility that revenue is not recorded in the proper period, in the incorrect amount, etc. either due to error or fraud.
- *Estimates* – Generally Accepted Auditing Standards require a presumed risk of management bias when assumptions are used to calculate significant account balances, which for the District applies to pension and claims incurred but not reported.

We expect to begin our audit on approximately May 2025 and issue our report by December 31, 2025.

This information is intended solely for the information and use of Governing Board and Management of the District and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in cursive script that reads "Eide Sully LLP".

Menlo Park, California



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

July 16, 2025

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

SUBJECT: Award a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet for the purchase of three (3) service body trucks.

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to issue a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet in an amount not-to-exceed \$208,693.52 for the purchase of two (2) 4WD service body trucks and one (1) 2WD service body truck.

SUMMARY:

SMART issued an Invitation for Bids for the purchase of three (3) service body trucks under Solicitation No. OP-EQ-25-003. Six (6) Bids were received from the following firms:

1. Barnes Family Co., Inc., dba Platinum Chevrolet
2. PL Nursery Holdings, LLC, dba Diversified Construction Supply, LLC
3. Dupratt Ford Dixon
4. Ferro Automotive Group, Inc.
5. Napa Ford
6. Wiskerchen Truck & Equipment, LLC

All bid documents were reviewed, and a determination was made by staff to proceed with the lowest responsive, responsible bidder, Barnes Family Company, Inc., dba Platinum Chevrolet. The trucks being purchased will replace existing fleet vehicles that have high maintenance costs due to their mileage and usage. The new vehicles are also more fuel efficient, resulting in lower fuel costs going forward.

Staff recommend authorizing the General Manager to issue a Purchase Order to Barnes Family Company, Inc., dba Platinum Chevrolet in the amount of \$208,693.52.

FISCAL IMPACT: Funds for this purchase are included in the Fiscal Year 2025-26 Budget.

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

Sincerely,
/s/
Marc Bader
Chief Operating Officer



Chris Coursey, Chair
Sonoma County Board of Supervisors

July 16, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

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

Janice Cader Thompson
Sonoma County Mayors’ and
Councilmembers Association

SUBJECT: Designation of SMART Agents for Application of State Disaster
Public Assistance Funds

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors’ and
Councilmembers Association

RECOMMENDATIONS:

Approve the designation of the Chief Financial Officer, Finance and Budget
Manager, and Grants and Budget Analyst as Authorized Agents to submit
and manage applications for disaster assistance with the California
Governor’s Office of Emergency Services and Federal Emergency
Management Agency.

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY:

To apply to the California Governor’s Office of Emergency Services (Cal
OES) for public assistance funds, CalOES requires an updated Form 130
every three years. The Cal OES Form 130 designates and authorizes certain
staff members to submit and sign applications for disaster assistance on
SMART’s behalf.

Ariel Kelley
Sonoma County Mayors’ and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

SMART currently has pending applications for Public Assistance grants with
FEMA related to the 2023 severe winter storms, straight-line winds, and
flooding (DR-4699-CA). This updated form will allow SMART to execute any
awards made as a result of those applications and to submit applications
for future disasters.

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

FISCAL IMPACT: There is no fiscal impact as a result of this action.

Eddy Cumins
General Manager

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

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

Sincerely,

/s/
Heather McKillop
Chief Financial Officer

Attachment: Cal OES Form 130 – Designation of Applicant’s Agent
Resolution for Non-State Agencies

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
- This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20_____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 2025.

(Signature)

(Title)



Chris Coursey, Chair
 Sonoma County Board of
 Supervisors

July 16, 2025

Mary Sackett, Vice Chair
 Marin County Board of Supervisors

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

Janice Cader Thompson
 Sonoma County Mayors’ and
 Councilmembers Association

SUBJECT: Approve agreement with the International Brotherhood of Teamsters, Local Union Number 665, and authorize the Board Chair to execute the agreement.

Kate Colin
 Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
 Sonoma County Mayors’ and
 Councilmembers Association

RECOMMENDATION:

Authorize the Board Chair to Execute the three-year Collective Bargaining Agreement Between Sonoma-Marín Area Rail Transit District (SMART) and International Brotherhood of Teamsters, Local Union Number 665.

Patty Garbarino
 Golden Gate Bridge,
 Highway/Transportation District

SUMMARY:

This agreement would be the fourth collective bargaining agreement between SMART and the Teamsters Union which represents the District’s Track Maintenance Supervisors (2 Full Time Employees or FTE), Signal Maintenance Supervisors (2 FTE) and Facilities Maintenance Supervisor (1 FTE). The Board previously approved Resolution 2022-26 on July 20, 2022, authorizing a three-year collective bargaining agreement, Resolution 2021-18 on July 21, 2021, authorizing a one-year collective bargaining agreement and Resolution 2019-01 on February 6, 2019, authorizing a three-year agreement with this unit. The Teamsters Union also represents District employees in the Track Maintainer, Signal Technician and Bridge Tender job classes under a separate collective bargaining agreement.

Ariel Kelley
 Sonoma County Mayors’ and
 Councilmembers Association

Eric Lucan
 Marin County Board of Supervisors

Mark Milberg
 Transportation Authority of Marin

Barbara Pahre
 Golden Gate Bridge,
 Highway/Transportation District

Gabe Paulson
 Marin County Council of Mayors
 and Councilmembers

The agreement retains the District’s current policies with modifications as indicated below. The agreed upon terms include:

Term: July 1, 2025 – June 30, 2028

David Rabbitt
 Sonoma County Board of
 Supervisors

Salaries:

- Wage increases will be effective retroactive to July 7, 2025, the beginning of the first pay period following the contract date, as shown in the table below. This wage represents a four percent (4%) increase above the current top hourly rate for the Track Maintenance Supervisor, Signal Maintenance Supervisor and Facilities Maintenance Supervisor job classes.

Eddy Cumins
 General Manager

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

- Contract eliminates salary steps. Each job class will have one wage rate, consistent with other represented groups.
- Wages include a 1% equity adjustment for the Track Maintenance Supervisor classification in Fiscal Year 25-26.

Position	Current Max	1% Equity Adj.	4% COLA	Total
Signal Supervisor	\$ 68.43	\$ -	\$ 2.74	\$ 71.17
Track Maintenance Supervisor	\$ 64.03	\$ 0.64	\$ 2.59	\$ 67.26
Facilities Maintenance Supervisor	\$ 64.18	\$ -	\$ 2.57	\$ 66.75

- A 3.5% wage increase on July 1, 2026.
- A 1.5% wage increase on July 1, 2027.
- Consistent with current District policy, wage increases will be effective at the beginning of the next period following the eligibility date.

Vacation Buyback:

- Employees will be allowed to request to “buy back” (cash out) accrued vacation leave up to two times per year for a total buyback of 80 hours leave per year. Current policy allows vacation buyback of up to 80 hours leave one time per year.

Uniforms:

- Employees will receive an annual stipend of \$800 per year for the purchase of uniforms and safety boots. Clothing will be selected from the District’s contracted vendor and will meet appearance and safety standards set by the District. Currently uniforms are provided and laundered by the District at an annual cost of approximately \$537 per person per year. Current boot reimbursement is \$250 per year.

FISCAL IMPACT: A 3% cost of living increase was already accounted for in the Fiscal Year 2025-2026 Adopted Budget. The incremental fiscal impact for the current fiscal year is \$73,579 which is included in Budget Amendment #1.

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

Very truly yours,

/s/
 Lisa Hansley
 Human Resources Manager

Attachment(s): International Brotherhood of Teamsters, Local Union Number 665 Collective Bargaining Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 665
AND
SONOMA MARIN AREA RAIL TRANSIT
SUPERVISORS UNIT

July 1, 2025 – JUNE 30, 2028

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ARTICLE 1 - RECOGNITION

1.1 The SONOMA MARIN AREA RAIL TRANSIT herein after referred to as (SMART) recognizes the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 665 herein after referred to as (UNION) as the formally recognized employee organization for the following job classes:

1.1.1 Track Maintenance Supervisors, Facilities Maintenance Supervisor, Signal Maintenance Supervisor

1.2 SCOPE AND DEFINITIONS

1.2.1 This Memorandum of Understanding (MOU) will apply to the work performed by the employees specified herein and governs the rates of pay, hours of service, and working conditions of all such employees engaged in the duties of the job classes specified above in section 1.1.1.

1.2.2 SMART may not contract out work normally performed by an employee in a bargaining unit covered by this MOU without the agreement of the Union.

1.2.3 It is understood that the duties and responsibilities of employees in a bargaining unit covered by this MOU between the UNION and SMART will not be assigned to others except in emergencies and when required by temporary operational needs.

ARTICLE 2 - UNION MEMBERSHIP

2.1 All employees covered by this Memorandum of Understanding who have been so employed for at least thirty (30) days prior to the ratification of this Memorandum of Understanding shall have the right to become members of the Union and shall remain members in good standing until such time as they notify the Union that they no longer wish to be dues paying members. Employees hired after the effective dates of this Memorandum of Understanding or who were hired prior to the effective date of this Memorandum of Understanding but had less than thirty (30) days of service with SMART on the effective date shall within thirty (30) days after employment have the right to become members of the Union and shall remain members in good standing, until such time as they notify the Union that they no longer wish to be dues paying members. Pursuant to SB 866, it is the Union's responsibility to provide timely notice of dues deduction authorizations to the District. The District requires ten (10) working days' notice of dues deduction authorization for an employee prior to the date the first deduction is to take effect.

2.2 Employees wishing to discontinue membership for reasons other than separation from employment shall give notice to the Union that they wish to discontinue dues deductions. Pursuant to SB 866, it is the Union's responsibility to provide timely notice of dues deduction revocations to the District. Once notification has been received by the District to stop dues deductions for an

employee, the change will be implemented at the beginning of the first pay period following the date that the District received notice.

2.2.1 If the employee authorizes dues payment by payroll deduction, the appropriate sum shall be deducted by SMART and paid to the Union on a monthly basis after collection of dues. The amount of dues deductions are determined by the Union and shall be provided in writing to the District on a quarterly basis at minimum or more frequently if changes in membership occur. The District will continue to honor deduction authorizations as specified by the Union until new authorization lists or revocations are provided by the Union.

2.2.2 If the employee joins the Union but chooses not to authorize payroll deductions, payments of dues shall be received by the Union not later than the following:

- (a) For employees who have been employed by SMART for more than thirty (30) days upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union no later than ten (10) days after notification of this provision by the Union. For employees with less than thirty (30) days of employment with SMART upon the effective date of this Memorandum of Understanding, an appropriate initiation fee shall be paid to the Union by the thirtieth (30th) day following the commencement of employment;
- (b) Thereafter, dues shall be paid to the Union in full on or before the first day of each calendar month; and
General assessments (relating to costs associated with negotiating collective bargaining agreements, administering same and adjusting grievances. Pursuant to said collective bargaining agreement(s) with SMART shall be paid to the Union in full on or before the date set by the Union at the time of Assessment, or if no date is set, within ten (10) days of the call of the assessment by the Union. The Union shall be responsible for promptly notifying Union members of such assessments.

2.2.3 The Union and SMART acknowledge the provisions of §3502.5 of the California Government Code and agree that nothing contained in this section shall act to supersede or waive any of the employee's rights contained herein.

2.2.4 The Union agrees to indemnify and hold harmless SMART for any loss or damage sustained which arises from the operation of this section.

2.2.5 In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Agreement is rendered unlawful by decision of a court of competent jurisdiction, this Agreement shall be either forthwith deemed amended to comply with the change or decision in question and those provisions not affected by the change in law shall remain in full force and effect. If this occurs, at the election of either party this provision may be reopened for further negotiations.

ARTICLE 3 - DUES CHECKOFF

- 3.1 The Union will be granted permission by SMART to have regular dues of its member employees deducted from their paychecks, in accordance with the procedures prescribed by SMART.
- 3.2 Dues deductions shall be for a specified amount and shall be made only upon the voluntary written authorization of the Union member, which authorization meets all of the requirements for the assignment of wages as set forth in §300 of the California Labor Code. Dues deduction authorization may be revoked, and the dues check-off payroll discontinued at any time by the Union member upon voluntary written notice to the Union. The Union will inform the District within seven (7) calendar days of the revocation.
- 3.3 The member employee's earnings must be regularly sufficient after legal and required deductions are made, to cover the amounts of the dues check off authorized. In the case of a member employee who is in a non-pay status during any part of the pay period and the salary is not sufficient to cover the whole withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- 3.4 Neither the Union nor the member employees shall be charged a service fee for the deduction of regular Union dues as hereinabove provided for.
- 3.5 Dues withheld by SMART shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds at the address specified. Funds may also be transmitted by Automatic Clearing House (ACH) or other accepted electronic banking process.
- 3.6 The Union shall indemnify, defend and hold SMART harmless against any claim made and against any suit instituted against SMART on account of check-off of

Union dues. In addition, the Union shall refund to SMART any amount paid to it in error upon presentation of supporting evidence.

ARTICLE 4 - NON-DISCRIMINATION

- 4.1 SMART is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, the District prohibits discrimination based on race, color, religion, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, military or veteran status, sexual orientation, gender, gender identity, gender expression, or any other consideration protected by federal, state or local laws. All such discrimination is unlawful. The District's commitment to equal opportunity employment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee of the District, including Supervisors and co-workers.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The exclusive rights of the District shall include, but not be limited to, the right to determine the organization of District, as well as its purpose and mission; to set standards of service to be offered to the public; and, through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of any collective bargaining agreements that may exist; to direct its employees; to take disciplinary action; to lay off its employees; to determine whether District goods and services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the District's services are to be provided, purchased, or contracted; to determine qualifications for employment; to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the public.
- 5.2 All matters pertaining to the management of operations, such as the type and kind of service rendered to the public, the equipment used, workload, the administration of discipline and efficiency, the standards of hire, promotion and transfer of employees, and their discipline and discharge for cause are within the discretion of SMART. SMART's rules, policies and procedures, as may be amended from time to time, are necessary for efficient operations and infraction of these rules shall constitute cause for disciplinary action, up to and including discharge. Depending on the facts and circumstances involved in each situation, SMART may choose to begin disciplinary action at any step up to and including termination.

ARTICLE 6 - UNION STEWARDS

- 6.1 SMART agrees to recognize one (1) steward to represent employees in the bargaining unit covered by this MOU. The Union must inform SMART, in writing, of an employee's designation as a shop steward.
- 6.2 The shop steward, as much as possible, shall perform their duties as a shop steward when not scheduled to work. If the shop steward must perform any duties during regularly scheduled work hours, it shall be kept to a minimum and shall not interfere with normal operations. The shop steward must request time off in advance to perform his/her duties during regularly scheduled work hours. Absent an emergency, the request must be in writing and submitted at least forty-eight (48) hours in advance. The release of shop stewards from work to perform their duties will depend on SMART'S operational needs as determined by SMART.
- 6.3 SMART will not compensate the shop steward for performing any duties as a shop steward, except as otherwise provided for in this Memorandum of Understanding. The shop steward shall be allowed time off during their normal working hours to handle grievances or meet with SMART representatives concerning matters affecting employees' working conditions without loss of pay, provided that such meetings shall not exceed one (1) hour unless mutually agreed upon by the parties.
- 6.4 A maximum of two (2) employees shall serve on the Union bargaining team. A maximum of one (1) employee shall be released from work by SMART to attend negotiations between the Union and SMART. However, the employee released by SMART will be paid their regular rate of pay for negotiations held during their regularly scheduled work hours.

ARTICLE 7 - BULLETIN BOARDS

- 7.1 SMART agrees to supply and provide suitable space for the Union bulletin board at each work location where bargaining unit members are employed. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead. In each location, there shall be a covered bulletin board. Union stewards shall have a key for the Union bulletin boards. SMART shall not remove, tamper with, or alter any notice posted by the Union unless such notice is harmful to SMART. Any such notice removed by SMART shall be re-posted if the Union's position is sustained through the grievance procedure.

ARTICLE 8 - UNION ACCESS TO WORK LOCATIONS

- 8.1 Within reasonable circumstances, a Union business representative shall have access to SMART premises at a mutually agreeable time to investigate or adjust

grievances or conduct other necessary Union business. Except for emergency circumstances, requests for access to the Rail Operations Center (ROC) and other SMART Operations facilities will be made 48 hours in advance.

ARTICLE 9 - SENIORITY

9.1 SMART shall maintain a departmental seniority list for the employees in each bargaining unit covered by this agreement. Departmental seniority means the length of time an employee has been employed by SMART in their respective job class within a bargaining unit covered by this agreement. When more than one (1) employee has the same employment date, the employees' relative positions on the seniority list shall be determined by the last four digits of the social security number, with the larger number having seniority.

9.2 An employee's seniority shall be terminated for the following reasons:

9.2.1 Resignation or termination of employment;

9.2.2 Layoff for a period of more than twelve (12) months;

9.2.3 Failure to respond within ten (10) days to a notice of recall during layoff or failure to return to work within fourteen (14) days after a recall notice;

9.2.4 Failure to return to work following an approved leave of absence.

ARTICLE 10 - PERFORMANCE EVALUATIONS

10.1 An annual employee evaluation system shall be used for all probationary and regular employees.

10.2 SMART shall determine the use and significance, if any, of job performance evaluations in determinations regarding, but not limited, examinations, promotions, demotions, transfers, dismissals and suspensions.

10.3 Employees shall have access to their evaluations on file in Human Resources.

10.4 All employees will sign the evaluation indicating their receipt of the evaluation within ten (10) calendar days of receipt. An employee who is dissatisfied with his/her review may prepare and submit a written response within thirty (30) calendar days following receipt of the evaluation. The response will be submitted to the General Manager with a copy to the Human Resources Manager. The response will be placed with the evaluation in the employee's personnel file. The employee has no further means of challenging or appealing a performance evaluation. Performance evaluations are not grievable.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.1 The probationary period shall be a trial period during which SMART evaluates the employee's ability, competency, fitness and other qualifications to do the work for which they are employed.
- 11.2 All new employees shall be on probation for twelve (12) months immediately following their date of hire. If an employee is absent from work for good cause during the probationary period, probation may, be extended day for day by SMART to allow the employee to complete the full twelve (12) months. New probationary employees may be disciplined or discharged at the total discretion of SMART and such actions shall not be subject to review under any provision of this Memorandum of Understanding.

ARTICLE 12 – PROMOTIONS, VACANCIES AND TRANSFERS

- 12.1 Employees who are transferred or promoted out of the bargaining unit, and who fail to successfully complete the probationary period of the new position (for a reason that does not disqualify them from employment in any classification), may elect to return to their original position, if available, in their previous classification within the bargaining unit. Employees shall have a maximum of six (6) months during which they can return to their previous position. Employees shall have no right to return to the bargaining unit after six (6) months. An employee who returns to an available position within the six- (6) month period shall retain his/her departmental seniority.
- 12.2 SMART shall notify the Union of all job openings within the bargaining units covered by this Memorandum of Understanding. The Union may refer qualified applicants for such openings. In interviewing and hiring of such job openings, SMART will not discriminate against any applicant referred by the Union. Applicants referred by the Union will participate in the competitive process as would any other applicant.
- 12.3 Applicants who meet the qualifications of the position descriptions will undergo a selection process as determined by SMART. This process may include, but is not limited to, screening of the most qualified applicant for job suitability and skills assessment, such as written, hands on, video or interview.

ARTICLE 13 - TRAINING

- 13.1 SMART encourages employees to keep their job-related skills current and to look for opportunities to enhance those skills. The Division Superintendent or designee will meet with each employee in a bargaining unit covered by this agreement once

a year through the performance evaluation process to assess individual training and career development needs.

- 13.2 When appropriate, SMART will provide employees the opportunity to attend job-related training, including, but not limited to, conferences and seminars. Voluntary training sessions attended after an employee's work hours are unpaid.
- 13.3 Upon approval by SMART, the employee will be reimbursed for expenses related to attending job-related, pre-approved training as allowed per SMART's travel policy, vehicle use guidelines and applicable state and federal law.
- 13.4 Employees in a bargaining unit covered by this agreement will be required to attend training classes and take examinations connected with their duties as required by Federal, State, Local and Agency regulations. Examinations may be written or oral and include physical examinations, geographical qualification examinations and service examinations as required by state and Federal Railroad Administration regulations.

ARTICLE 14-SAFETY

- 14.1 When an employee is injured at work so as to require that he/she be excused from work by an authorized representative of Management, he/she shall be paid for the balance of the shift (regular pay) on which the injury occurred. Subsequent physician's visits, if necessary, will be charged to sick leave if not scheduled outside of the employee's regular working hours. A copy of the accident report shall be given to the employee. Sick leave pay will not commence until the following day after the injury/illness.
- 14.2 In those cases where an employee receives worker's compensation benefits under the District's plan and is granted sick leave during a disability resulting from an on-the-job injury, DISTRICT shall receive credit against any Workers' Compensation Insurance granted to him, until such leave is exhausted. Payments to the employee will not exceed 100% of regular base pay.
- 14.3 When, after the employee returns to work, there is a bona fide re-injury of the original injury on the job and an authorized representative of Management acting on the recommendation of a doctor excuses the employee from work, he/she shall be paid for the balance of the shift.
- 14.4 The employer and employee are required to comply with Cal-OSHA standards and Federal Railroad Administration Regulations.

- 14.5 SMART will hold regular division specific meetings in which Supervisors will have the opportunity to discuss safety matters as well as other operational issues. Safety matters that are of an urgent nature should be directed in writing to the division Manager or Superintendent.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 15.1 A grievance must be in writing and is defined as a complaint that there has been noncompliance with or a misinterpretation or misapplication of this Memorandum of Understanding or a work rule or resolution of SMART. Grievances will be processed in accordance with SMART policy HRM-0011 Grievance Procedure as modified herein.

15.1.2. Selection appeals, disciplinary action, examination appeals, release from Probationary period, complaints of discrimination, the content of performance evaluations and reviews are not grievable hereunder.

15.1. 3. A grievance may be filed by an employee on his/her own behalf or by the Union.

15.1. 4. If it is asserted that the grievance is outside of the scope of procedures or definitions contained herein, such assertion will be evaluated and ruled upon at each step. Such claim will not halt the further processing of the grievance until Step 4 of the resolution process is reached, as defined below. At Step 4, the General Manager will evaluate the assertion, and make a ruling prior to hearing the grievance on its merits. If the General Manager rules that the matter is not grievable hereunder, the grievance will be dismissed and cannot be processed further.

15.1.5 Disputes concerning the applicability of the Grievance Procedure that persist beyond step 4 may be submitted to step 5, Arbitration, for determination. The Arbitrator will decide the grievability of the issue before taking evidence concerning the merits of the dismissed grievance. If the Arbitrator decides that the dispute is Grievable, the matter will be referred back to Step 4 for consideration of the merits.

15.1.6. For the purposes of this grievance procedure, “Working Days” shall be defined as those in a normal, five-day work week, Monday through Friday.

15.2 GRIEVANCE TIME LIMITS

15.2. 1. Time limits specified in each step of the procedure shall be strictly observed and may only be extended by mutual agreement of the parties in writing.

15.2. 2. Failure of a grievant to observe a time limit shall terminate the grievance. Failure of the party to whom the grievance is submitted to observe the time limits shall give the Union the right to move the grievance to the next level.

15.3 PROCEDURE

15.3. 1. The District recognizes that disputes should be resolved at the lowest possible administrative level. The grievance procedure shall be followed in its entirety before further actions are taken to seek resolution to the dispute. When the grievance is filed by a bargaining unit employee, the grievant may be represented by the Union or a Union Steward throughout the grievance process.

15.4 INFORMAL GRIEVANCE - STEP 1

15.4. 1. The employee will discuss the grievance with his/her immediate supervisor within ten (10) working days of the event giving rise to the grievance, or within ten (10) working days of when the employee knew of or could have reasonably discovered such action or occurrence. The supervisor shall give his/her decision to the employee within ten (10) working days following the discussion.

15.4. 2. Presentation of an informal grievance will be a prerequisite to the institution of a formal grievance.

15.5 FORMAL GRIEVANCE

15.5. 1. STEP 2 - GRIEVANCE FORM: Within fifteen (15) working days, if the grievant is not satisfied with the informal response, or he/she has not received a response from the supervisor within the ten (10) working day limit specified above, the employee or the Union may initiate a formal grievance. A formal grievance shall be initiated by completing and filing a Grievance Form with the Human Resources Department with a copy to the supervisor and the Union. The form must contain:

- i. Name(s) of grievant;
- ii. Position title(s);
- iii. Department(s);
- iv. Mailing Address(es);
- v. A clear statement of the nature of the grievance, citing applicable rule, regulation, policy or contract language;
- vi. The date upon which the event giving rise to the alleged grievance occurred;
- vii. The date upon which the informal discussion with the supervisor took place;
- viii. A proposed solution to the grievance;
- ix. The date of execution of the Grievance Form

- 15.5. 2. RESOLUTION PROCESS: After filing the Grievance Form with Human Resources, the process for resolving the grievance is as follows:
- i. STEP 3: Within twenty (20) working days after a formal grievance is filed, the Department Manager will investigate the grievance, confer with the Union in an attempt to resolve the grievance and make a decision in writing.
 - ii. STEP 4: If the grievance is not resolved in Step 3 to the satisfaction of the Union, within ten (10) working days of receipt of the Department Manager's decision, the Union may request consideration of the grievance by the General Manager, by notifying the Human Resources Department in writing.
 - 1) Within twenty (20) working days after such notification, the General Manager will investigate the grievance, conferring with person(s) affected to the extent he or she deems necessary, and will render a decision in writing.
 - 2) If the written decision of the General Manager resolves the grievance to the satisfaction of the Union, it will bind the Parties.
 - 3) If the Union is not satisfied with the decision of the General Manager or has not received a response within the time limits specified in Step 4, the Union may proceed to Step 5.
 - iii. STEP 5 ARBITRATION: Should the matter remain unresolved in Step 4 above, a final consideration of the grievance to Step 5, arbitration, may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision.
 - 1) The grievance will be determined by an arbitrator, provided that the District and the grievant agree on the issues to be arbitrated.
 - 2) As soon as possible, but no later than twenty (20) working days, after receipt of the Step 4 request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
 - 3) Both parties will endeavor to submit the grievance to the arbitrator within twenty (20) working days after selection.
 - 4) The Arbitrator(s) will neither add to, detract from, nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the grievance, he/she shall fashion an

appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.

- 5) The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the grievance and submitted to them and will have no authority to consider any other issue not so submitted.
- 6) Any monetary award in favor of the grievant is limited to lost wages or benefits suffered measured from the date of the grievance forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 7) The decision will be final and binding on all parties.

15.5.3. GENERAL CONSIDERATIONS

- i. The Human Resources Department will act as the central repository for all grievance records.
- ii. All expenses of arbitration will be shared equally by the District and the Union.
- iii. Failure on the part of the District or the grievant to appear in any case before an arbitrator, without good cause, will result in forfeiture of the case and responsibility for payment of all costs of arbitration.
- iv. The grievant's or Union designee's signature is required at each step of the grievance procedure.
- v. A copy of the grievance will be provided to the General Manager at each step of the grievance process.
- vi. There will be no amendments of a grievance without the approval of both parties in writing.
- vii. Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal under Step 5 of the grievance procedure.

ARTICLE 16 – DISCIPLINE

- 16.1 SMART has the right to discipline or discharge regular employees for just cause. SMART employs a progressive disciplinary program, which program may include, but is not limited to, written warning, suspension, and discharge. Disciplinary action may begin at any step in the program depending upon the seriousness of the infraction. The District will notify the employee and the Union in writing of the commencement of a disciplinary

- investigation within ten (10) working days of the District's knowledge that the employee may have engaged in misconduct. The District will notify the employee and the union by email or in-person delivery to arrange an investigatory interview with the employee and his/her Union Representative/Shop Steward, if requested.
- 16.2 The causes for which an employee may be disciplined or discharged shall include, but not be limited to, the following:
- 16.2.1 Dishonesty
 - 16.2.2 Insubordination
 - 16.2.3 Intoxication or use of alcoholic beverages or illegal drugs while on duty or on SMART property.
 - 16.2.4 Sexual harassment or other harassment of fellow employees.
 - 16.2.5 Violation of SMART rules or policies.
 - 16.2.6 Violation or non-compliance with federal and state operating rules and regulations, including Federal Railroad Administration rules and regulations.
 - 16.2.7 Violence and/or threats of violence in the workplace.
- 16.3 SMART will inform regular employees in writing as to the reasons for a discharge or suspension.
- 16.4 Regular employees (those who have completed the Probation Period) claiming that they were unjustly disciplined or discharged may challenge the discipline or discharge through the Discipline policy and procedures set forth in SMART's Discipline Policy, HRM-0018. HRM-0018 and any modifications thereto are incorporated into this Agreement and are binding on all parties. The Regular employee may be represented by the Union throughout the disciplinary process. Except as provided in paragraph 16.5, no employee in a bargaining unit covered by this agreement will be disciplined, suspended or dismissed from the service until a fair and impartial formal investigation has been conducted by an authorized Department Manager.
- 16.5 Except when a serious act or occurrence is involved, or as required by Federal Railroad Administration regulations, an employee in a bargaining unit covered by this agreement will not be held out of service in disciplinary matters before a formal investigation is conducted. A serious act or occurrence is defined in section 16.2 above.
- 16.5.1 If an employee in a bargaining unit covered by this agreement is held out of service before a formal investigation, the District may elect to put the employee on Administrative Leave of Absence with pay during the disciplinary process. Holding an employee out of service before a formal investigation or paying the employee for being out of service for less than a serious act or occurrence is not prejudging the employee.

- 16.6 The General Manager's or designee's decision shall only be appealed by the employee or by the Union on the employee's behalf to an Arbitrator selected by the Parties.
- 16.6.1 The request for arbitration may be filed in writing with the Human Resources Department not more than fifteen (15) working days from receipt of the General Manager's decision, or the right to appeal the decision is forfeited.
- 16.6.2 The decision will be resolved by an arbitrator, provided that the District and the Union agree on the issues to be arbitrated.
- 16.6.3 As soon as possible, but no later than twenty (20) working days, after receipt of the request for arbitration, the District and the Union shall select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request a list of five (5) names from the State Conciliation and Mediation Services and shall strike names until an arbitrator is selected.
- 16.6.4 Both parties will endeavor to submit the appeal to the arbitrator within twenty (20) working days after selection.
- 16.6.5 The decision of the arbitrator will be final and binding on all parties.
- 16.6.6 The Arbitrator(s) will neither add to, detract from nor modify or ignore the existing language of any District rules, policies or regulations in considering any issue properly before them. If the arbitrator sustains the decision, he/she shall fashion an appropriate remedy that does not conflict with any provisions contained in any District rule, policy or regulation.
- 16.6.7 The Arbitrator(s) will expressly confine themselves to the precise issues being raised by the appeal and submitted to them and will have no authority to consider any other issue not so submitted.
- 16.6.8 Any monetary award in favor of the employee is limited to lost wages and benefits suffered measured from the date of the imposed discipline forward. In no event will the Arbitrator(s) award any other type of monetary award, including, but not limited to, attorney's fees.
- 16.6.9 All expenses of arbitration will be shared equally by the District and the employee.
- 16.6.10 Failure on the part of the District or the employee to appear in any matter before an arbitrator, without good cause, will result in forfeiture of the matter and responsibility for payment of all costs of arbitration.
- 16.6.11 Mediation may be used by both parties to assist them in resolving the disciplinary matter. The decision to utilize mediation will be voluntary. Mediation may be held at any step prior to submission of the final appeal to arbitration.

ARTICLE 17 - LEAVES OF ABSENCE

17.1. All leave time, including Holiday, Sick and Vacation leave will be processed in accordance with District policy HRM-0022. Leaves, except as modified herein. From time to time, it may be necessary to modify District leave policy as required by Local, State or Federal law. Should the District be required by law to modify a leave policy, the District will notify the UNION in writing of the required change. Any other proposed changes not required by law will be subject to the provisions of the Meyers-Milias Brown Act.

17.2. HOLIDAYS

17.2.1. The DISTRICT observes various District designated holidays each year. Regular full-time and part-time employees are eligible for paid District designated holidays. To be eligible for Holiday pay, employees must work or be on a pre-approved paid absence on the employee's regularly scheduled workdays the day before and the day after the holiday.

17.2.2. Paid holidays are as follows:

1. New Year's Day - January 1st
2. Martin Luther King, Jr.'s Birthday, third Monday in January.
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4th.
6. Labor Day, the first Monday in September.
7. Veteran's Day, November 11th.
8. Thanksgiving Day
9. The day following Thanksgiving Day
10. Christmas Day, December 25th.
11. Two (2) Floating Holidays
12. Each day appointed by the Governor of the State of California and formally recognized by the Board of Directors as a day of mourning or other special observance.

17.2.3. Floating Holidays. Effective January 1, 2018, two eight (8) hour days per year will be deemed as floating holidays, which may be taken at any time during the calendar year in which it is accrued provided a written request is made in advance and the supervisor approves such request in writing. Floating holiday pay will be pro-rated for part-time employees. Employees eligible for floating holidays are regular, Probationary, and at-will. Temporary and contracted employees are not eligible for floating holiday pay. Floating holiday pay must be taken in increments of eight (8) hours. Floating holiday hours must be used in the year that they are accrued and will not carry over from one calendar year to the next. If an eligible employee does not use their floating holiday hours during the calendar year, one eight (8) hour day may be paid out as cash. Floating holiday hours are not eligible to be paid out upon separation of employment from the District. New hires hired

prior to June 1st of each year will receive two floating holidays. New hires hired between June 1st and August 31st of each year will receive one (1) floating holiday. New hires on or after September 1st will not receive the floating holidays for that year. Supervisor approval is needed prior to scheduling a floating holiday.

17.2.4 SMART will respond within a week (seven calendar days) to any floating holiday request made at least six weeks in advance.

17.3. VACATION ACCRUAL AND PAY

17.3.1 All regular full-time employees are eligible to accrue vacation leave based on hours worked on a maximum forty (40) hour workweek. Part-time employees who work a minimum of 20 hours per week shall accrue vacation on a pro-rata basis. Usage and accrual shall be governed by the same rules and regulations applicable to full time employees. Vacation accrual schedules can be found in District policy HRM-0022 – Leaves.

17.3.2 Vacation Buyback. Each represented employee may request up to two times per calendar year to receive payment for accrued vacation hours, provided that there is a minimum remaining balance of eighty (80) hours following payment. The maximum allowable vacation buyback per calendar year will be 80 hours total. Such requests may be made bi-weekly during any pay period.

17.3.3 Vacation Bid - Employees shall bid for vacation leave once every 12 months according to seniority order in each respective job class. Employees will be given confirmation for bids submitted.

17.3.4 Additional Vacation Time – To allow for flexibility throughout the year, after the annual bid process has been completed, employees may request additional vacation or compensatory time off as needed. All such requests must be scheduled in advance and receive Supervisor approval. The District reserves the right to deny additional time off requests due to Operational needs.

17.4. SICK LEAVE ACCRUAL AND PAY

17.4.1 Regular full-time and part-time employees are eligible to receive sick pay. Each DISTRICT full-time employee will accrue up to 12 sick days (96 hours) per year, with no limit on accumulation. Regular part-time employees who work at least 20 hours per week are eligible to accrue paid sick leave on a pro-rata basis. In accordance with AB 1522, Article 1.5. Section 246 (b)(1), the minimum sick leave accrual rate for regular part-time employees who work at least 20 hours per week will be one hour per every 30 hours worked. Usage and accrual of said benefits shall be governed by the same rules and regulations applicable to full-time

employees. Use of sick leave will be consistent with District policy HRM-0022 Leaves, Section 3, Sick Time Accrual and Pay.

17.5. MEDICAL AND OTHER LEGALLY REQUIRED LEAVES OF ABSENCE

- 17.5.1 Leaves of Absence are periods of time in which an employee is permitted to be away from work without being terminated or considered to have voluntarily resigned. Completion of the Probationary Period is required, except where state or federal laws require otherwise. Examples of circumstances where a leave of absence is appropriate are work-related disabilities, military duty and medical disabilities, (including pregnancy). In instances where the leave occurs during the Probationary Period, the Probationary period is extended by the time an employee is out on a leave. Leaves are generally unpaid time off, unless the employee is eligible for and has accrued time under the sick or vacation plans.
- 17.5.2 The General Manager or designee, on a case-by-case basis, may grant a leave of absence (LOA), depending on the nature of the leave and the business needs at that time. It is the employee's responsibility to maintain contact by phone or in writing, with their supervisor and/or the Human Resources Department while he/she is on a LOA. The employee must provide documentation supporting the need for the leave (e.g., physician's visit certification) and keep it up-to-date. Any holidays that occur while an employee is on a LOA are not paid unless the use of accrued sick, compensatory and/or vacation time on the day prior to and after the District holiday is used. Vacation and sick time do not accrue during a leave if an employee is in unpaid leave status.
- 17.5.3 All legally required leaves will be administered according to SMART policy HRM-0022 – Leaves. SMART reserves the right to update this policy as required to comply with changes in State, Federal or local laws.

ARTICLE 18 - HEALTH AND LIFE INSURANCE

- 18.1 SMART provides each employee with a comprehensive group insurance plan as outlined in District Policy HRM-0019 Employee Benefits.
- 18.2 New employees who work a minimum of 20 hours per week are eligible to participate in District health and welfare benefits on the first day of the month following their date of hire. Employer contributions toward benefit premiums for part-time employees will be pro-rated.
- 18.3 At appropriate normal open enrollment periods or other enrollment periods as arranged by the District for initial enrollment, the District's group insurance plans shall be made available to employees covered by this Agreement.

18.4 Coordination of Benefits. If an employee and their spouse or other qualified dependent both work for the District, benefits received under group policies will be coordinated with any other Employer-provided benefits an employee or dependent may have. This means an employee and their dependent(s) may not receive double coverage under any plan offered by the District.

ARTICLE 19 - PENSION PLAN

19.1 CalPERS Retirement Plan

19.1.1 SMART and each employee, who is scheduled to work twenty (20) hours per week or who actually works one thousand (1,000) hours or more in a fiscal year, shall continue to contribute to the Public Employees' Retirement System in accordance with the applicable rules and regulations.

19.1.2 Employees hired after January 1, 2013, shall be covered by the terms of 2% @ Age 62 retirement plan.

19.2 457 B Deferred Compensation

19.2.1 The DISTRICT has available to all employees a 457 b Deferred Compensation Plan. This plan allows employees to make voluntary contributions, on a pre-tax basis, for their own retirement savings. For employees hired after June 1, 2012, the DISTRICT will match employee voluntary contributions up to a maximum of 2% of annual base salary.

ARTICLE 20 - WAGES

Wages for this Unit of employees as shown below reflect percentage increases in paragraphs 20.1- 20.3. In addition to the annual wage increase shown below, a one percent (1%) equity adjustment for the Track Maintenance Supervisor classification will be effective on July 1, 2025.

Job Class	1% Equity July 1, 2025	July 1, 2025 - June 30, 2026	Hourly Wage
Signal Supervisor	-	4%	\$71.17
Track Supervisor	\$64.67	4%	\$67.26
Facilities Supervisor	-	4%	\$66.75

20.1 A four percent (4%) wage increase, effective July 1, 2025 (as shown in the chart above)

20.2 A three and one-half percent (3.5%) wage increase on July 1, 2026.

20.3 A one and one-half percent (1.5%) wage increase on July 1, 2027.

20.4 Wage increases will be effective at the beginning of the next pay period following the eligibility date.

ARTICLE 21 – TEMPORARY PROMOTION

- 21.1 When an incumbent in a position is on an extended leave or a position becomes vacant, the General Manager may choose to fill a position by temporarily promoting an existing SMART employee. In order to be considered for temporary promotion, the candidate must meet the minimum qualifications of the higher job class. Only such vacancies expected to last for thirty (30) days or longer may be filled by temporary promotion.
- 21.2 When a regular employee is temporarily assigned to substantially fulfill the duties of a higher position for thirty (30) or more working days, the employee will be temporarily promoted, in writing, and given a temporary merit increase of *up to 5%* above the employee's current pay level in his/her regular position.
- 21.3 A single assignment performed in a higher classification does not qualify an employee for temporary promotion pay consideration. Further, when the work associated with a vacant position is redistributed to several employees, rather than given to one individual on an interim basis, no single individual will be deemed to be working in a higher class and eligible for temporary promotion.
- 21.4 When an employee is promoted to a position in which he or she has, immediately preceding the appointment, served in a temporary promotion capacity, the employee will be given time credit for the acting service. Credit shall begin on the effective date of the temporary appointment and will count toward the completion of the Probationary period in the new position.
- 21.5 When the incumbent of the higher-level class returns to work or is replaced on a permanent basis by another individual from an employment list, the individual promoted on a temporary basis will be returned to his/her former job class and rate of pay.

ARTICLE 22 – UNIFORMS, BOOTS AND SAFETY EQUIPMENT

- 22.1 Employees will receive a uniform stipend of \$800 per year towards the purchase of uniform pants, shirts and safety boots. This stipend will be paid via regular payroll on the first full pay period following the beginning of the new fiscal year. Newly hired employees will receive a stipend on the first pay date following hire. Clothing will be selected from SMART's contracted vendor and will display an approved SMART logo. Safety boots may be purchased from any source as long as they meet the safety and appearance standards of the District. Uniforms are only to be worn at work or while going to and from the work site.

22.2 Uniforms should be clean, pressed, and in good repair and with attention to appropriate personal grooming and hygiene and will be worn during working hours.

22.3.1 Shirt Requirements:

- Members will receive their existing uniform shirts when the contract with the current uniform provider is altered to account for this change in service.
- All members must purchase and wear the same type of shirt. These shirts can be purchased from SMART’s contracted uniform vendor or another approved vendor
- Due to diverse body shapes, shirts need not be identical item but must be professional in look and as close to the design of the group as possible. No poet or other types of shirts exhibiting puffy sleeves, large frills or exaggerated collars.
- Color: Light grey
- Style: Polo or button-up.
- Fabric: Breathable, moisture-wicking material (ex., dry-fit) is acceptable.
- Condition: Must be clean and in good condition. No rips, stains, tears, excessive fading, patches, or see-through material.
- No visible logos or branding from other companies.
- Branding:
 - Polo shirts must have “SMART” embroidery on the **left sleeve**.
 - Button-up shirts must have “SMART” embroidery on the **left upper chest** area.

22.3.2 Pants Requirements:

- Members may purchase pants from any source provided they conform with the following requirements:
- Color: Navy blue.
- Style: Long pants required. Cargo style or traditional work pants are acceptable.
- Material: Durable workwear material (ex. canvas, twill).
- Condition: Must be free from rips, stains, tears, excessive wear, fading, or patches.
- Logos: No visible logos or branding from other companies, other than small original brand tag.

- 22.4 All employees will wear a SMART provided identification card on the outer most clothing item at all times during working hours.
- 22.5 Employees may be required to wear safety equipment or clothing at certain times while performing specific job functions.
- 22.6 Prescription Safety Glasses: In its sole discretion, the District shall determine which job positions shall wear safety glasses as a condition of employment. The District shall determine the safety glasses required by District, State, Federal or Cal OSHA regulations for the assigned tasks. Specific positions whose job duties require the use of safety glasses shall be provided with the required protective equipment. Employees who wear prescription lenses have the option once each fiscal year to submit a request for reimbursement for up to two hundred fifty dollars (\$250) toward the purchase of prescription safety glasses.

ARTICLE 23 - TRANSIT VEHICLES

- 23.1 SMART will provide pool vehicles that will be available for use by employees as needed for the performance of their job functions.
- 23.2 Employees will be responsible for keeping the vehicles reasonably clean and inspected, per the District's Vehicle Use Guidelines but in no case are they responsible for normal wear and tear.
- 23.3 All vehicles will be equipped with an emergency kit.
- 23.4 It is each employee's responsibility to inform SMART if any emergency items are missing.

ARTICLE 24 - CIVIC DUTY TIME OFF

- 24.1 SMART encourages employees to serve as jurors or witnesses when called. Full-time and part-time regular employees will receive full pay while serving on jury or witness duty. An employee must notify his/her Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Proof of attendance shall be required when the employee returns to work.
- 24.2 An employee may retain such payment as may be allowed for travel but shall make payable to SMART any and all fees which the employee may receive in payment for service as a juror. Employees are required to provide written verification of having served from the court clerk. If work time remains after any day of jury or witness duty, the employee will be expected to return to work for the remainder of their work schedule.

24.3 For positions covered under the FRA Hours of Service law, the employee will not be required to perform any work during the 24-hour period in which the jury duty is served.

ARTICLE 25 - OVERTIME AND WORK SCHEDULES

25.1 Overtime

25.1.1 Overtime compensation for non-exempt employees will be paid at the rate of one and one-half (1 ½) times the regular rate for all hours worked in excess of eight hours worked in a day or forty (40) hours worked in a workweek.

25.1.2 Hours spent attending Jury Duty, compensatory time off, sick leave, holiday pay and vacation leave do not count toward the number of hours needed before an employee is eligible for overtime compensation.

25.1.3 Any non-exempt employee in a bargaining unit covered by this agreement who works six (6) consecutive days in a workweek will be paid for work on the seventh (7th) consecutive day at the overtime rate of one and one-half times the regular rate of pay for the first eight hours worked and double the employee's regular rate for all hours worked in excess of eight (8) hours. Work week is defined as Monday through Sunday.

25.2 Compensatory Time

25.2.1 Non-exempt employees may elect compensatory time off for any overtime work performed. Compensatory time off is earned at time and one half. Employees may accumulate a maximum of eighty (80) hours of compensatory time off. Once the maximum number of hours has been accrued, the employee shall receive overtime pay as described in Paragraph 25.1. Employees may not elect additional compensatory time off in lieu of overtime until they fall below the maximum eighty (80) hour accumulation.

25.2.2 No employee shall take compensatory time off without the prior approval of the employee's supervisor.

25.2.3 Each employee who is separated from District service shall be entitled to payment for accrued compensatory time at the employee's base hourly rate of pay at the time of the employee's separation or as otherwise required by law.

25.3 All employees must submit a timesheet indicating hours worked.

25.4 Standby Pay

25.4.1 An employee on standby status will be paid the equivalent of four (4) hours pay at the employee's straight time rate for each twenty-four (24) hour period the employee is on

standby status, or for a period from the end of the employee's work shift and the beginning of the employee's next shift, if the standby assignment is less than 24 hours. Standby pay does not count toward the calculation of overtime. Standby pay will be offset by any actual hours worked if called out to work. While on standby, the employee must be fit for duty.

25.4.2 Any employee who is on standby until the next shift or for a twenty-four (24) hour period and is called out for work shall be paid at the applicable rate of pay for all actual hours worked. Overtime rates will apply to all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.

25.4.3 Employees who have not been assigned to standby status per section 25.4.1 will not be required to answer the phone on uncontrolled time. No discipline shall be issued to any employee who was not assigned to standby duty and refused work during unscheduled periods, with the exception of emergencies or disasters per Government Code Section 3100 – 3109, (Disaster Service Workers).

25.5 Rest and Meal Periods

25.5.1 Two (2) paid breaks are to be allowed during the regular shift, each of which shall be no more than ten (10) minutes. One off duty thirty (30) minutes meal period shall be allowed and shall be unpaid time.

25.5.2 Rest and Meal periods may not be combined.

ARTICLE 26- SHIFT BIDDING AND EXTRA WORK

- 26.1 Employees shall bid shifts according to the seniority order in each respective job class. Assignments will be made to employees in seniority order from bids submitted prior to the close of the bid period every twelve (12) months. Employees will be given confirmation for bids submitted. SMART reserves the right to deny a bid if an employee does not have the required skills or training for the position. SMART will distribute shift schedules to be bid upon at least seven (7) days prior to the day on which the bid process will be held. Actual bidding will take place at least fourteen (14) calendar days prior to the day on which the bid will take effect.
- 26.2 Each employee will submit their bid on the date designated. If an employee is absent for their assigned bid day, the employee may bid by phone or give a proxy bid in writing to a shop steward to bid for the employee. If an employee does not bid on the assigned bid day or fails to submit a proxy bid, the employee will fall to the bottom of the list and bid in the last position. Final results will be posted within 24 hours of the close of the bid in each District facility where bargaining unit members are employed.
- 26.3 Employees on a leave of absence who will not be able to work at least two (2) months of the bid period will not be permitted to bid, unless SMART and the Union

mutually agree to permit the employee to bid. If the employee returns to work during the bid period, SMART will assign the employee to an open shift.

- 26.4 SMART reserves the right to determine staffing levels of daily assignments. If a shift becomes open between bidding cycles and SMART determines to cover all or part of that shift, the coverage of that shift will be filled based on:
- (a) Availability within the Hours of Service regulations. Extra work will be offered to available staff in seniority order; and
 - (b) By reverse seniority order if there are no available staff who volunteer for the extra work.
- 26.5 An employee returning to duty after being absent less than 60 days by reason of sickness, temporary disability, suspension, leave of absence or vacation, will be returned to their current assignment.
- 26.6 The Union shop steward will work with a SMART representative in processing the shift bids. All bids will be submitted in writing to the Division Superintendent or designee. The Superintendent will post copies of all bids submitted.

ARTICLE 27 – FURLOUGH

- 27.1 For the purposes of this section, furlough or layoff, is defined as a reduction in force whereby the total number of budgeted position allocations in a job classification is reduced. A furlough may also include establishing unpaid days off to avoid the reduction of budgeted positions. When SMART determines it necessary to reduce the workforce, employees shall be furloughed in inverse seniority order within classification. A furlough is an involuntary separation and is not subject to the grievance and arbitration procedure.
- 27.2 SMART shall give fourteen (14) days' notice to employees that they will be furloughed. If SMART elects not to give fourteen (14) days' notice, SMART shall pay the employee their regular rate of pay for each day that notice was not given, up to a maximum of two (2) weeks' pay. The provisions for notice shall not apply if notice of furlough is prevented due to fire, storm, major breakdown, labor dispute or other cause beyond the control of SMART.
- 27.3 The DISTRICT will pay for two months of the employee's COBRA medical coverage provided the employee has completed one or more years of service. Note: Under CALPERS medical, the employee is eligible to receive an additional month of medical insurance coverage after separation from employment if the employee is able to pay their portion of the premium (15%) prior to the start of COBRA eligibility.
- 27.4 Employees on furlough will be recalled to work in seniority order within classification. Employees on furlough shall remain on the seniority list for purpose of recall for a period

not to exceed twelve (12) months following furlough. Employees who are recalled within twelve (12) months will retain all seniority accrued in prior service. Benefits do not accrue during a furlough period. Employees will have vacation, compensatory and sick leave cashed out per District policies.

- 27.5 Any employee who rejects a recall offer, fails to respond to the notice of recall within ten (10) days of receipt of certified mail, or fails to return to work within fourteen (14) days after a recall notice shall be removed from the seniority list.
- 27.6 In a case of a reduction in force, SMART will meet and confer with the Union over the effects of the furlough.
- 27.7 As required per AB 2224, Section 150143, the District agrees that it will not contract out the performance of services performed by or fairly claimable by the employees of the bargaining unit without the agreement of the accredited representative of that bargaining unit's employees.

ARTICLE 28 - EMPLOYEE ASSISTANCE PROGRAMS

- 28.1 The DISTRICT and UNION are committed to protecting the safety, health and well-being of all employees, the public and other individuals in the workplace. The District provides an Employee Assistance Program (EAP) to all Employees as part of its benefits program.
- 28.2 Substance Abuse: As required by District policy and Federal Railroad Administration Regulations, the District has developed a Drug and Alcohol Free Workplace Policy and 49 CFR Part 219 Compliance Plan (APPENDIX A). All Employees in the bargaining unit are covered under the provisions of this plan.
- 28.3 Employees in the bargaining unit are also eligible to seek help for substance abuse or mental health issues with the Teamsters Assistance Program (TAP). Employees are encouraged to seek assistance through the District's EAP or the TAP when needed.

ARTICLE 29 - NO STRIKES, WORK STOPPAGES OR LOCKOUTS

- 29.1 The Union agrees that during the life of this Memorandum of Understanding there shall be no strikes, slowdowns, or any other form of work stoppage, including sympathy strikes and SMART agrees that there shall be no lockouts.

ARTICLE 30 – ACCESS TO NEW HIRE INFORMATION

- 30.1 The DISTRICT will notify the UNION of all new hires at least one week prior to the new employee's start date. All new hires will receive a new employee orientation on their first day of employment. The DISTRICT agrees to allocate a thirty (30) minute timeframe during the new hire orientation schedule for UNION

representatives to meet with the new employee(s). A UNION representative will contact a representative of the District's human resources department at least twenty-four hours in advance of the new hire orientation date to arrange a time to meet with the new employee during the orientation process. If UNION does not wish to send a representative to the new hire orientation, they may provide written materials to the DISTRICT Human Resources Department which will be provided to the new employee.

30.2 The DISTRICT will provide the UNION with EMPLOYEE contact information within 30 days of the date of hire pursuant to AB 119, Section 3558 of the government code.

ARTICLE 31 - TERM OF AGREEMENT

31.1 This Memorandum of Understanding shall become effective July 1, 2025, and remain in effect to and including June 30, 2028, and thereafter shall automatically be renewed from year to year unless either party shall give notice in writing to the other party at least sixty (60) days prior to the end of the initial term of a desire to amend, modify, or terminate this Memorandum of Understanding. If such notice or notices are not given, the Memorandum of Understanding shall be deemed to be renewed for the succeeding year.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto, having met and conferred in good faith, have caused their names to be subscribed this _____ day of July 2025.

FOR SMART

FORTHE UNION

APPROVED

RATIFIED

Chris Coursey
Chairman, Board of Directors

Tom Woods
Business Representative

Attest: Leticia Rosas-Mendoza
Clerk of the Board

SMART NEGOTIATORS

TEAMSTERS NEGOTIATORS

Diane O'Malley
Chief Negotiator

Jeffrey Limon Lopez
Employee Representative

Lisa Hansley
SMART Human Resources



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

July 16, 2025

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

SUBJECT: Approve Consultant Service Agreement No. EV-PS-25-001 with WRA, Inc. for a not-to-exceed amount of \$4,000,000 over a 5-year period.

Dear Board Members:

RECOMMENDATION:

Approve Resolution No. 2025-21 Authorizing the General Manager to execute Consultant Service Agreement No. EV-PS-25-001 with WRA, Inc. with a not-to-exceed amount of \$4,000,000 and a term of five (5) years. This agreement is for on-call environmental clearance and permitting services to support planning, design and construction activities.

SUMMARY:

SMART continues to design and construct passenger rail and pathway projects. This on-call environmental clearance and permitting services contract will provide environmental expertise to assist staff in implementing projects in two areas:

1. Environmental review of projects in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA); and
2. Permitting for construction activities which could include preparing applications, conducting field investigations and surveys, developing mitigation plans to address project impacts, providing construction monitoring.

A formal Request for Proposals was issued on March 10, 2025, for on-call environmental clearance and permitting services. SMART received three proposals on April 10, 2025. A selection committee evaluated the technical proposals prior to reviewing pricing. WRA, Inc. was ranked the highest based on the evaluation criteria of firm experience, service approach and resource capacity, key personnel qualifications and experience, and demonstrated history of performing similar work.

Following the technical proposal evaluations, pricing provided by WRA, Inc. reviewed, and final pricing agreed to by staff.

Staff recommends approving Resolution No. 2025-21 authorizing the General Manager to execute Consultant Service Agreement No. EV-PS-25-001 with WRA, Inc. in an amount not-to-exceed \$4,000,000 with a term of five (5) years for On Call environmental clearance and permitting services.

FISCAL IMPACT: There is no impact to the budget at this time since this is an on-call contract from which task orders will be issued for particular tasks. The project requesting the work will fund the work.

REVIEWED BY: [x] Finance /s/

[x] Counsel /s/

Very truly yours,

/s/

Bill Gamlen, P.E.

Chief Engineer

Attachment(s):

- 1) Resolution No. 2025-21
- 2) WRA, Inc. Contract Agreement No. EV-PS-25-001

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT APPROVING CONTRACT NO. EV-PS-25-001 WITH WRA, INC. FOR ON-CALL ENVIRONMENTAL CLEARANCE AND PERMITTING SERVICES

WHEREAS, the Sonoma-Marín Area Rail Transit District (SMART) is expanding the SMART passenger rail and pathway system through design and construction activities; and

WHEREAS, SMART has determined that additional professional services resources are needed to assist staff in the areas of environmental clearance and permitting, and

WHEREAS, SMART issued a Request for Proposals on March 10, 2025, for professional environmental clearance and permitting services; and

WHEREAS, SMART received three (3) proposals on April 10, 2025; and

WHEREAS, SMART determined that WRA, 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. EV-PS-25-001 with WRA, Inc. for a total not-to-exceed contract amount of \$4,000,000 and a term of 5 years.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 16th day of July 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of July 16, 2025 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and WRA, Inc. (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified, licensed, and experienced in the areas of environmental consulting support services within the State of California; and

WHEREAS, in the judgment of the Board of Directors of SMART or District, it is necessary and desirable to employ the services of Consultant to provide environmental consulting support services on an as-needed and task-order basis; and

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

AGREEMENT

ARTICLE 1. RECITALS.

Section 1.01 The above Recitals are true and correct.

ARTICLE 2. LIST OF EXHIBITS.

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

- (a) Exhibit A: Scope of Work & Timeline
- (b) Exhibit B: Schedule of Rates
- (c) Exhibit C: Federal Requirements
- (d) Exhibit D: Federal Wage Determination

ARTICLE 3. REQUEST FOR SERVICES.

Section 3.01 Initiation Conference. SMART’s Chief Engineer or designee (hereinafter “SMART Manager”) will initiate all requests for services through the issuance of a Task Order and subsequent Initiation Conference, which may be in person, by telephone, or by email.

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

ARTICLE 4. SCOPE OF SERVICES.

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

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

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

Section 4.04 Assigned Personnel.

- (a) Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SMART, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SMART.
- (b) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder on behalf of the Consultant are deemed by SMART to be key personnel whose services were a material inducement to SMART to enter into this Agreement, and without whose services SMART would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SMART. Key personnel shall be as listed in the applicable Task Order.
- (c) In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (d) Consultant shall assign the following key personnel for the term of this Agreement:
 - Leslie Allen - Principal and Contract Manager(WRA)
 - Jennifer Gagnon - Task Order Manager: Permitting and Biological Resources (WRA)
 - Beth Sabo - Task Order Manager, Permitting, Biological Resources & Restoration (WRA)
 - Bernhard Warzecha – Task Order Manager, Permitting and Biological Resources (WRA)
 - Carla Angulo – Field Surveys, trees, wildlife, construction compliance (WRA)
 - Nick Brinton-McBean – Fish & Wildlife Permits (WRA)
 - Andrew Cawley – Mitigation Strategies, entitlement, long term management plans (WRA)
 - Brian Freiermuth – Fish & Wildlife Permits (WRA)

Marisa Ishimatsu – Construction Compliance (WRA)
Peter Kobylarz – GIS (WRA)
Jake Kramarz – Task Order Manager, Mitigation & Restoration (WRA)
Jean-Paul Ponte – Field Surveys, Wetlands and Botany (WRA)
Erik Schmidt – Fish & Wildlife Permits (WRA)
Katie Smith – Fish & Wildlife Permits, Field Surveys Wildlife, Construction Compliance (WRA)
Scott Yarger – Field Surveys: Wetlands, Botany, Trees (WRA)
Michelle Tovar – Task Order Manager: Permitting, Fish & Wildlife Permits (Stantec)
Caitlin Schroeder – Task Order Manager: CEQA / NEPA (Stantec)
Alisa Reynolds – Senior Advisor, Principal Archaeologist, Section 106, Tribal (Stantec)
Jennifer Mak – Task Order Manager: Cultural Resources Lead, Section 106 (Stantec)
Jared Elia – Fish & Wildlife Permits (Stantec)
John Holson – Fish & Wildlife Permits, Field Surveys: Wetlands and Botany (Stantec)
Wirt Lanning – CEQA / NEPA (Stantec)
Mark Noyes – Field Surveys: Wetlands and Botany (Stantec)
Erica Rippe – CEQA / NEPA (Stantec)
Michael Thill – Air Quality, GHG, Noise, Hydroacoustic (Illingsworth & Rodkin)
Megan Stromberg – Irrigation Design (Megan W. Stromberg Consulting Services)

ARTICLE 5. PAYMENT.

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

Section 5.01 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall identify the task order and shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any, (v) certified payroll reports, and (vi) SBE and DBE Participation and Payment Summary showing the dollar amounts paid to each SBE and DBE firm on the invoice and a running total for the task. All reimbursable expenses must comply with SMART's Travel Guidelines and must receive prior approval. Consultant's reimbursement for materials/expenses shall not include items already included in Consultant's overhead as may be billed as a part of its labor rates set forth in **Exhibit B**. SMART does not reimburse Consultant for travel time. SMART shall pay Consultant within 30 days following submission of an accurate invoice.

Section 5.02 Consultant will be reimbursed for hours worked at the hourly rates specified in **Exhibit B**. 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. In addition, Consultant shall be reimbursed for incurred (actual) direct costs other than salary costs that are identified in **Exhibit B** and authorized in the executed Task Order. 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 the **Exhibit B**.

Section 5.03 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.

Section 5.04 The total amount payable by SMART for all Task Orders resulting from this Agreement shall not exceed \$4,000,000.00. 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.

Section 5.05 Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.

Section 5.06 Consultant also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Section 5.07 Any costs for which payment has been made to the Consultant that are determined by subsequential audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Consultant to SMART.

Section 5.08 When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

Section 5.09 Consultant must submit all invoices on a timely basis, but no later than thirty (30) days from the date the services/charges were incurred. Time is of the essence with respect to submission of invoices and failure by Consultant to abide by these requirements may delay or prevent payment of invoices or cause such invoices to be returned to the Consultant unpaid.

ARTICLE 6. TERM OF AGREEMENT.

Section 6.01 The term of this Agreement shall remain in effect through June 30, 2030 or whenever the not-to-exceed amount has been met, whichever occurs first, unless terminated earlier in accordance with the provisions of **Article 7** below. The period of performance for each specific project shall be in accordance with the Task Order for that project. No Task Order will be written which extends beyond the expiration date of this Agreement.

ARTICLE 7. TERMINATION.

Section 7.01 Termination Without Cause. The District's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available by the District for this contract and until the Contractor or Consultant receives notice of such availability, as such and notwithstanding any other provision

of this Agreement, at any time and without cause, SMART shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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

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

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

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

ARTICLE 8. INDEMNIFICATION

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

to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE 9. INSURANCE.

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

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

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

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

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

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

- (a) SMART, its officers, and employees shall be named as additional insured on all policies listed above, with the exception of the workers compensation insurance policy and the professional services liability policy (if applicable).
- (b) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which

Consultant is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.

- (c) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Consultant. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (d) Consultant hereby grants to SMART a waiver of any right to subrogation which any insurer of said Consultant may acquire against SMART by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (e) The insurance policy(ies) shall be written by an insurance company or companies acceptable to SMART. Such insurance company shall be authorized to transact business in the state of California.

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

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

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

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

Section 9.08 Documentation. The following documentation shall be submitted

to SMART:

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

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

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

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

Section 9.11 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to SMART.

ARTICLE 10. PROSECUTION OF WORK.

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

ARTICLE 11. EXTRA OR CHANGED WORK.

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

ARTICLE 12. REPRESENTATIONS OF CONSULTANT.

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

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

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

Section 12.04 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART, the Federal Transit Administration, the Federal Railroad Administration, or Caltrans Auditors for inspection at any reasonable time. For the purposes of determining compliance with Gov. Code 8546.7, the Consultant, Subconsultants, and SMART 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. Consultant shall maintain such records for a period of four (4) years following the date of final payment under the Agreement. Consultant and Subconsultants shall permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

Section 12.05 Audit Reviews. 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 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is the Consultant's responsibility to ensure federal, SMART, 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 SMART 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 SMART at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, SMART 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.

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 SMART 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, SMART will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State

Highways 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 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 section, 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 1. 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 SMART 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 SMART; and, (3) IOAI has issued its final ICR review letter. The Consultant must submit its final invoice to SMART 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 SMART and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

Section 12.06 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SMART, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SMART disclosing Consultant's or such other person's financial interests.

Section 12.07 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including cancer), pregnancy, physical disability (including HIV and AIDS),

mental disability, denial of family care leave, sexual orientation or other prohibited basis, including without limitation, SMART's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference. Consultant shall also comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq).

Section 12.08 Assignment Of Rights. Consultant assigns to SMART all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications and work product, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SMART in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SMART may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SMART. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SMART.

Section 12.09 Ownership And Disclosure Of Work Product. Any and all work product resulting from this Agreement is commissioned by SMART as a work for hire. SMART shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product. To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to SMART. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant and other agents in connection with this Agreement shall be the property of SMART. SMART shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SMART all such documents, which have not already been provided to SMART in such form or format, as SMART deems appropriate. Such documents shall be and will remain the property of SMART without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SMART.

ARTICLE 13. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.

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

ARTICLE 14. ASSIGNMENT AND DELEGATION.

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

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

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

If to SMART Manager:	Sonoma-Marín Area Rail Transit District Attn: Bill Gamlen 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 bgamlen@sonomamarintrain.org 707-794-3049
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If to SMART Billing:	Sonoma-Marín Area Rail Transit District Attn: Accounts Payable 5401 Old Redwood Highway, Suite 200 Petaluma, CA 94954 billing@sonomamarintrain.org 707-794-3330
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If to Consultant:	WRA, Inc. Attn: Leslie Allen 2169-G E Francisco Blvd. San Rafael, CA 94901 allen@wra-ca.com 415-259-9920
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When a notice, invoice or payment is given by a generally recognized overnight courier service, the notice, invoice or payment shall be deemed received on the next business day. When a copy of a notice, invoice or payment is sent by facsimile or email, the notice, invoice or payment shall be deemed

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

ARTICLE 16. MISCELLANEOUS PROVISIONS.

Section 16.01 Use of Recycled Paper. SMART requires that all printing jobs produced under this Agreement be printed on recycled content papers. Recycled-content papers are defined as papers containing a minimum of 30 percent postconsumer fiber by weight. All papers used in the performance of a print job for SMART shall be recycled-content paper. The recycle logo or "chasing arrows" cannot be used on printed material unless the paper contains a minimum of 30 percent postconsumer material. If paper meets the 30 percent requirement, ask that the recycling logo be printed on the project.

Section 16.02 No Waiver of Breach. The waiver by SMART of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

Section 16.03 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SMART acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SMART acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Section 16.04 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

Section 16.05 Prevailing Wages. Consultants and all Subcontractors shall pay to all workers performing covered work not less than the prevailing rate of wages as determined in accordance with the Labor Code as indicated herein.

All Contractors, contractors, and subcontractors doing business with public agencies through the State of California (including SMART) shall comply with applicable labor compliance requirements including, but not limited to prevailing wages, SB 854, Labor Code Sections

1725.5, 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815. Public Works Contractor Registration Programs, Electronic Certified Payroll Records submission to the State Labor Commissioner and other requirements, described at <http://www.dir.ca.gov/Public-Works/Contractors.html>.

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

This project is subject to the Federal Wage determination. Whenever the Federal Wage determination and the California Prevailing Wage determinations conflict, the higher rate shall be paid.

Penalties:

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 SMART a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its 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 Consultant of the project is not liable for the penalties described above unless the Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the 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, SMART 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 SMART determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if SMART did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by SMART.

Hours of Labor:

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the SMART, 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.

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. Consultant's 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.

Section 16.06 Licensing Laws. The consultant and all subcontractors shall comply with the provisions of Chapter 9 Division 3 of the Business and Professions code concerning the licensing of contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws. Prior to commencing any work under contract, all Contractors and subcontractors must show that they hold appropriate and current Licenses in the State of California.

Section 16.07 Subcontracting.

- A. Subcontractor Listing. Consultant has identified the following Subcontractors under this Agreement:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	CA DIR Registration Number
Stantec Consulting Services, Inc. 1383 N. McDowell Blvd # 250 Petaluma, CA 94954	CEQA/NEPA, Cultural Resources, Biological Resources, Permitting Support	1000008020
Megan W. Stromberg Consulting 130 Mono Ave Fairfax, CA 94930	Landscape Architect	1000464262
Illingworth & Rodkin, Inc. 429 E Cotati Ave Cotati, CA 94931	Acoustics, Hydroacoustics, Vibration, and Air quality consulting services	1000063510

- B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SMART 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 SMART 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 SMART's obligation to make payments to the Consultant.

- C. 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 SMART, except that which is expressly identified in the Exhibit B.
- D. 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 SMART.
- E. Any substitution of Subconsultants must be approved in writing by SMART in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment. Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

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

- G. Prompt Payment of Withheld Funds to Subconsultants.

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

nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Section 16.08 Equipment Purchase and Other Capital Expenditures.

- A. Prior authorization in writing by SMART shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) 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 and exceeding five thousand dollars (\$5,000), with prior authorization SMART, three competitive quotations must be submitted with the request, or the absence of proposal 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, SMART 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 SMART 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 SMART procedures; and credit SMART 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 SMART and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SMART.
 - 2. Regulation 2 CFR 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.

Section 16.09 Conflict of Interest.

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with SMART that may have an impact upon the outcome of this Agreement or any ensuing SMART construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing SMART construction project which will follow.

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

Section 16.10 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, SMART 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.

Section 16.11 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 SMART. 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, SMART has determined that such areas are within the limits of the project and may be 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. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Section 16.12 Drug-Free Workplace. Consultant certifies that it will provide a drug-free workplace in compliance with Government Code §8350-§8357.

Section 16.13 Relationships of the Parties: No Intended Third-Party Beneficiaries. The Parties intend by this Agreement to establish a cooperative funding relationship, and do not intend to create a partnership, joint, venture, joint enterprise, or any other business relationship. There is no third person or entity who is an intended third-party beneficiary under this Agreement. No incidental beneficiary, whatever relationship such person may have with the Parties, shall have any right to bring an action or suit, or to assert any claim against the Parties under this Agreement. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

Section 16.14 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Venue for any action to enforce the terms of this Agreement or for the breach thereof shall be in the Superior Court of the State of California in the County of Marin.

Section 16.15 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

Section 16.16 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Section 16.17 Acceptance of Electronic Signatures and Counterparts. The parties agree that this Contract, Agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when all parties have signed this Agreement. Signatures delivered by scanned image as an attachment to electronic mail or delivered electronically through the use of programs such as DocuSign must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

Section 16.18 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: WRA, INC.

By: _____
Geoff Smick, President and CEO

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Eddy Cumins, General Manager

Date: _____

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

By: _____
Ken Hendricks, Procurement and Contracts Manager

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
District Counsel

Date: _____

EXHIBIT A

SCOPE OF WORK & TIMELINE

I. Overview

The Sonoma-Marín Area Rail Transit District (SMART) is contracting with WRA, Inc. to provide professional environmental consulting services to assist SMART with the planning and implementation of construction projects on a task order and as-needed basis.

The work may include leading environmental clearance efforts, such as California Environmental Quality Act (CEQA) and/or National Environmental Protection Act (NEPA). The work may also include assisting SMART in securing regulatory permits for construction work with such agencies as the California Fish and Wildlife Department (CDFW), California Regional Water Quality Control Board (RWQCB), the Army Corps of Engineers (ACOE), US Department of Fish and Wildlife (USFW), and others.

SMART retains the right to issue separate solicitations for project specific environmental consulting services when specific grants require or as deemed appropriate by SMART. In these cases, the Consultant will be allowed to compete for these opportunities if there is no conflict of interest.

A. SMART Objectives:

SMART's objectives under this Agreement are for the Consultant to:

1. Objective 1: Prepare environmental clearance documents for state and federal clearances.
2. Objective 2: Update, amend or advise on scope changes to existing environmental documents.
3. Objective 3: Prepare environmental permit applications for construction projects.
4. Objective 4: Identify opportunities and prepare mitigation plans to fulfill permit requirements to mitigate project impacts.

5. Objective 5: Provide environmental monitoring during construction for species, habitat, cultural, and other categories.
6. Objective 6: Support SMART with on-going permitting and mitigation projects.

II. Contract Management

All work shall be initiated, scheduled, and reviewed by SMART's Chief Engineer (hereinafter "SMART Manager"), or designee. Work will be initiated through written Task Orders. All work performed under this contract will require a Task Order to be executed and issued prior to work commencing. Any work performed outside of a fully executed Task Order will not be reimbursed.

Task orders will be executed by SMART and the Consultant that are based upon specific scopes of work and detailed budgets. Each Task Order will include all work requirements, specifications, deliverables, not-to-exceed amounts, subcontractors utilized, DBE and SBE participation goals, and timelines for completion.

III. Scope of Work

A. Consultant may be tasked with performing the following environmental consulting services when issued a Task Order:

1. Environmental Clearance Support Services:

Prepare, update, and/or amend environmental clearances for projects. This may be a state CEQA clearance or a Federal NEPA clearance. This work may include preparing relatively simple Negative Declarations to new project with complete environmental clearance. The work may involve evaluating existing documents and advising SMART on project adjustments. The projects may range from bicycle and pedestrian pathways to rail extensions.

2. Permitting Support Services:

Lead the permitting effort for SMART on new projects. This may include conducting field studies and surveys, preparing applications, identifying mitigation opportunities, preparing mitigation plans, and meeting with regulatory agency representatives to secure construction permits. Environmental construction monitoring to fulfill permit requirements for species, habitat, cultural and other areas as required.

Pursuant to an authorized Task Order, the Consultant shall perform the services and shall include all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and is required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with SMART's standards.

B. General Requirements

In addition to the requirements specifically included in each Task Order, Consultant shall:

1. Be responsible for supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultant's personnel.
2. Assign qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the SMART Manager. Consultant's personnel may be asked to attend certain special training if recommended by the SMART Manager.
3. Administer personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
4. Maintain and submit organized project files for record tracking and auditing.
5. Develop, organize, facilitate, and attend scheduled coordination meetings, and preparation and distribution of meeting minutes.
6. Implement and maintain quality control procedures to manage conflicts, insure product and service accuracy and completion before billing to SMART.
7. Manage Subconsultants.
8. Manage Task Order budgets and provide reports to the SMART Manager.
9. Ensure compliance with the provisions of this Contract and all specified Task Order requirements.
10. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
11. Have knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.
12. Not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the SMART Manager. The removal or replacement of personnel without written approval shall be a violation of the Contract and may result in Termination of the Contract. When assigned consultant personnel is on approved leave and required by the SMART Manager, the Consultant's Contract Manager shall provide a substitute

employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, billing rate, and experience level of the previously assigned personnel. Substitute personnel must receive prior written approval from the SMART Manager. Invoices with charges for personnel not identified in the Exhibit B shall not be reimbursed.

13. Follow all safety requirements and direction from the SMART Manager.

IV. Timeline for Each Requirement / Task

All deliverables and timelines for work will be clearly described in each task order and shall be mutually agreed upon by SMART and Consultant in writing prior to the start of any work being performed.

V. Acceptance Criteria

The SMART Manager or designee responsible for each Task Order shall review all work performed by the Consultant to ensure performed work meets the requirements of each task order. SMART shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to SMART.

EXHIBIT B
SCHEDULE OF RATES

Labor Rates

The labor rates for the Consultant and all subconsultant personnel are listed on the following pages.

Materials

All materials shall be invoiced to SMART at cost with receipt documentation submitted with the invoice.

Travel Expenses

All travel expenses, must receive prior written approval by the SMART Manager, and shall be in compliance with SMART's current Travel Guidelines for Contractors.

**ATTACHMENT C
COST PROPOSAL FORM**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant: WRA, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant
 Solicitation No.: EV-PS-25-001 Name: On-Call Environmental Consulting Services Date: 5/22/2025

For Combined Rate	Fringe Benefit %	79.240%	+	General Administration %	148.470%	=	Combined ICR %	227.71%
For Home Office Rate	Fringe Benefit %		+	General Administration %		=	Combined ICR %	0.00%
For Field Office Rate	Fringe Benefit %		+	General Administration %		=	Combined ICR %	0.00%
FEE % =								10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate	% or \$ increase	Hourly Range - for Classifications Only
	Straight	OT (1.5x)	OT (2x)	From	To			
Leslie Allen* Principal	\$ 322.56	n/a	n/a	06/30/2025	12/31/2025	\$ 89.48		n/a
	\$ 332.24	n/a	n/a	01/01/2026	12/31/2026	\$ 92.16	3.0%	
	\$ 342.20	n/a	n/a	01/01/2027	12/31/2027	\$ 94.93	3.0%	
	\$ 352.47	n/a	n/a	01/01/2028	12/31/2028	\$ 97.78	3.0%	
	\$ 363.04	n/a	n/a	01/01/2029	12/31/2029	\$ 100.71	3.0%	
	\$ 373.93	n/a	n/a	01/01/2030	12/31/2030	\$ 103.73	3.0%	
Principal / Director	\$ 318.70	n/a	n/a	06/30/2025	12/31/2025	\$ 88.41		75.59 -101.92
	\$ 328.26	n/a	n/a	01/01/2026	12/31/2026	\$ 91.06	3.0%	
	\$ 338.11	n/a	n/a	01/01/2027	12/31/2027	\$ 93.79	3.0%	
	\$ 348.25	n/a	n/a	01/01/2028	12/31/2028	\$ 96.61	3.0%	
	\$ 358.70	n/a	n/a	01/01/2029	12/31/2029	\$ 99.51	3.0%	
	\$ 369.46	n/a	n/a	01/01/2030	12/31/2030	\$ 102.49	3.0%	
Senior Associate Engineer	\$ 266.54	n/a	n/a	06/30/2025	12/31/2025	\$ 73.94		73.94 - 73.94
	\$ 274.54	n/a	n/a	01/01/2026	12/31/2026	\$ 76.16	3.0%	
	\$ 282.77	n/a	n/a	01/01/2027	12/31/2027	\$ 78.44	3.0%	
	\$ 291.26	n/a	n/a	01/01/2028	12/31/2028	\$ 80.80	3.0%	
	\$ 299.99	n/a	n/a	01/01/2029	12/31/2029	\$ 83.22	3.0%	
	\$ 308.99	n/a	n/a	01/01/2030	12/31/2030	\$ 85.72	3.0%	
Senior Associate	\$ 236.30	n/a	n/a	06/30/2025	12/31/2025	\$ 65.55		57.64 - 76.33
	\$ 243.38	n/a	n/a	01/01/2026	12/31/2026	\$ 67.52	3.0%	
	\$ 250.69	n/a	n/a	01/01/2027	12/31/2027	\$ 69.54	3.0%	
	\$ 258.21	n/a	n/a	01/01/2028	12/31/2028	\$ 71.63	3.0%	
	\$ 265.95	n/a	n/a	01/01/2029	12/31/2029	\$ 73.78	3.0%	
	\$ 273.93	n/a	n/a	01/01/2030	12/31/2030	\$ 75.99	3.0%	
Associate Engineer	\$ 242.68	n/a	n/a	06/30/2025	12/31/2025	\$ 67.32		62.98 - 71.65
	\$ 249.96	n/a	n/a	01/01/2026	12/31/2026	\$ 69.34	3.0%	
	\$ 257.45	n/a	n/a	01/01/2027	12/31/2027	\$ 71.42	3.0%	
	\$ 265.18	n/a	n/a	01/01/2028	12/31/2028	\$ 73.56	3.0%	
	\$ 273.13	n/a	n/a	01/01/2029	12/31/2029	\$ 75.77	3.0%	
	\$ 281.33	n/a	n/a	01/01/2030	12/31/2030	\$ 78.04	3.0%	
Associate	\$ 201.47	n/a	n/a	06/30/2025	12/31/2025	\$ 55.89		50.53 - 64.90
	\$ 207.52	n/a	n/a	01/01/2026	12/31/2026	\$ 57.57	3.0%	

	\$ 213.74	n/a	n/a	01/01/2027	12/31/2027	\$ 59.29	3.0%	
	\$ 220.15	n/a	n/a	01/01/2028	12/31/2028	\$ 61.07	3.0%	
	\$ 226.76	n/a	n/a	01/01/2029	12/31/2029	\$ 62.90	3.0%	
	\$ 233.56	n/a	n/a	01/01/2030	12/31/2030	\$ 64.79	3.0%	
Engineer II	\$ 207.02	n/a	n/a	06/30/2025	12/31/2025	\$ 57.43		56.94 - 57.67
	\$ 213.23	n/a	n/a	01/01/2026	12/31/2026	\$ 59.15	3.0%	
	\$ 219.63	n/a	n/a	01/01/2027	12/31/2027	\$ 60.93	3.0%	
	\$ 226.22	n/a	n/a	01/01/2028	12/31/2028	\$ 62.76	3.0%	
	\$ 233.01	n/a	n/a	01/01/2029	12/31/2029	\$ 64.64	3.0%	
	\$ 240.00	n/a	n/a	01/01/2030	12/31/2030	\$ 66.58	3.0%	
Senior Scientist	\$ 192.03	n/a	n/a	06/30/2025	12/31/2025	\$ 53.27		46.15 - 57.67
	\$ 197.79	n/a	n/a	01/01/2026	12/31/2026	\$ 54.87	3.0%	
	\$ 203.72	n/a	n/a	01/01/2027	12/31/2027	\$ 56.51	3.0%	
	\$ 209.83	n/a	n/a	01/01/2028	12/31/2028	\$ 58.21	3.0%	
	\$ 216.13	n/a	n/a	01/01/2029	12/31/2029	\$ 59.96	3.0%	
	\$ 222.61	n/a	n/a	01/01/2030	12/31/2030	\$ 61.75	3.0%	
Engineer I	\$ 183.20	n/a	n/a	06/30/2025	12/31/2025	\$ 50.82		49.73 - 51.91
	\$ 188.69	n/a	n/a	01/01/2026	12/31/2026	\$ 52.34	3.0%	
	\$ 194.35	n/a	n/a	01/01/2027	12/31/2027	\$ 53.91	3.0%	
	\$ 200.18	n/a	n/a	01/01/2028	12/31/2028	\$ 55.53	3.0%	
	\$ 206.19	n/a	n/a	01/01/2029	12/31/2029	\$ 57.20	3.0%	
	\$ 212.37	n/a	n/a	01/01/2030	12/31/2030	\$ 58.91	3.0%	
GIS Professional II/III	\$ 174.76	n/a	n/a	06/30/2025	12/31/2025	\$ 48.48		42.32 - 53.73
	\$ 180.00	n/a	n/a	01/01/2026	12/31/2026	\$ 49.93	3.0%	
	\$ 185.40	n/a	n/a	01/01/2027	12/31/2027	\$ 51.43	3.0%	
	\$ 190.97	n/a	n/a	01/01/2028	12/31/2028	\$ 52.98	3.0%	
	\$ 196.70	n/a	n/a	01/01/2029	12/31/2029	\$ 54.56	3.0%	
	\$ 202.60	n/a	n/a	01/01/2030	12/31/2030	\$ 56.20	3.0%	
Scientist	\$ 159.48	n/a	n/a	06/30/2025	12/31/2025	\$ 44.24		41.02 - 50.00
	\$ 164.26	n/a	n/a	01/01/2026	12/31/2026	\$ 45.57	3.0%	
	\$ 169.19	n/a	n/a	01/01/2027	12/31/2027	\$ 46.93	3.0%	
	\$ 174.26	n/a	n/a	01/01/2028	12/31/2028	\$ 48.34	3.0%	
	\$ 179.49	n/a	n/a	01/01/2029	12/31/2029	\$ 49.79	3.0%	
	\$ 184.88	n/a	n/a	01/01/2030	12/31/2030	\$ 51.29	3.0%	
Senior Technician	\$ 137.34	n/a	n/a	06/30/2025	12/31/2025	\$ 38.10		36.16 - 42.38
	\$ 141.46	n/a	n/a	01/01/2026	12/31/2026	\$ 39.24	3.0%	
	\$ 145.71	n/a	n/a	01/01/2027	12/31/2027	\$ 40.42	3.0%	
	\$ 150.08	n/a	n/a	01/01/2028	12/31/2028	\$ 41.63	3.0%	
	\$ 154.58	n/a	n/a	01/01/2029	12/31/2029	\$ 42.88	3.0%	
	\$ 159.22	n/a	n/a	01/01/2030	12/31/2030	\$ 44.17	3.0%	
Technician	\$ 119.25	n/a	n/a	06/30/2025	12/31/2025	\$ 33.08		32.07 - 33.60
	\$ 122.82	n/a	n/a	01/01/2026	12/31/2026	\$ 34.07	3.0%	
	\$ 126.51	n/a	n/a	01/01/2027	12/31/2027	\$ 35.09	3.0%	
	\$ 130.30	n/a	n/a	01/01/2028	12/31/2028	\$ 36.15	3.0%	
	\$ 134.21	n/a	n/a	01/01/2029	12/31/2029	\$ 37.23	3.0%	
	\$ 138.24	n/a	n/a	01/01/2030	12/31/2030	\$ 38.35	3.0%	
Clerical Support	\$ 129.81	n/a	n/a	06/30/2025	12/31/2025	\$ 36.01		33.65 - 46.62
	\$ 133.70	n/a	n/a	01/01/2026	12/31/2026	\$ 37.09	3.0%	
	\$ 137.71	n/a	n/a	01/01/2027	12/31/2027	\$ 38.20	3.0%	
	\$ 141.85	n/a	n/a	01/01/2028	12/31/2028	\$ 39.35	3.0%	
	\$ 146.10	n/a	n/a	01/01/2029	12/31/2029	\$ 40.53	3.0%	
	\$ 150.48	n/a	n/a	01/01/2030	12/31/2030	\$ 41.75	3.0%	

**ATTACHMENT C
COST PROPOSAL FORM**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant WRA, Inc. Prime Consultant Subconsultant
 Project No. EV-PS-25-001 Contract No. On-Call Environmental Consulting Services

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	miles	IRS Rate	TBD
Equipment Rental (GPS)	TBD	day	\$150.00	TBD
Parking/Tolls	TBD	each	TBD	TBD
Other Equipment Rental TBD	TBD	day	TBD	TBD
Travel/Lodging	TBD	day	TBD	TBD
Field Supplies	TBD	each	TBD	TBD
			TOTAL	TBD
Subconsultant 1: Stantec Consulting Services, Inc.				TBD
Subconsultant 2: Megan W Stromberg (MWS) Consulting				TBD
Subconsultant 3:				TBD
TOTAL				TBD


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: Bianca McCarron Title *: CFO
Signature :  Date of Certification (mm/dd/yyyy): 5/22/2025
Email: mccarron@wra-ca.com Phone Number: 415-454-8868

* 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:

Environmental consulting, regulatory permitting, and geomorphic, hydrological and civil engineering.

Local Assistance Procedures Manual

EXHIBIT 10-H2
Cost Proposal

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 Stantec Consulting Services Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. EV-PS-25-001 Contract No. _____ Participation Amount \$ TBD Date 4/9/2025

For Combined Rate	Fringe Benefit %	<u>32.430%</u>	+	General & Administrative %	<u>119.86%</u>	=	<u>152.29%</u>	Combined ICR%
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OR

For Home Office Rate	Fringe Benefit %		+	General & Administrative %		=	<u>0.00%</u>	Home Office ICR%
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For Field Office Rate	Fringe Benefit %		+	General & Administrative %		=	<u>0.00%</u>	Field Office ICR%
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Fee = **10%**

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Schroeder, Caitlin*	\$ 212.30	N/A	N/A	6/30/2025	12/31/2025	\$ 76.50		to
Senior Planner	\$ 218.67	N/A	N/A	1/1/2026	12/31/2026	\$ 78.80	3.00%	\$0.00 to \$0.00
	\$ 225.23	N/A	N/A	1/1/2027	12/31/2027	\$ 81.16	3.00%	\$0.00 to \$0.00
	\$ 231.99	N/A	N/A	1/1/2028	12/31/2028	\$ 83.59	3.00%	\$0.00 to \$0.00
	\$ 238.95	N/A	N/A	1/1/2029	12/31/2029	\$ 86.10	3.00%	\$0.00 to \$0.00
	\$ 246.12	N/A	N/A	1/1/2030	12/31/2030	\$ 88.68	3.00%	\$0.00 to \$0.00
Reynolds, Alisa*	\$ 276.13	N/A	N/A	6/30/2025	12/31/2025	\$ 99.50		to
Senior Principal Archaeologist	\$ 284.42	N/A	N/A	1/1/2026	12/31/2026	\$ 102.49	3.00%	\$0.00 to \$0.00
	\$ 292.95	N/A	N/A	1/1/2027	12/31/2027	\$ 105.56	3.00%	\$0.00 to \$0.00
	\$ 301.74	N/A	N/A	1/1/2028	12/31/2028	\$ 108.73	3.00%	\$0.00 to \$0.00
	\$ 310.79	N/A	N/A	1/1/2029	12/31/2029	\$ 111.99	3.00%	\$0.00 to \$0.00
	\$ 320.11	N/A	N/A	1/1/2030	12/31/2030	\$ 115.35	3.00%	\$0.00 to \$0.00
Tovar, Michelle*	\$ 276.13	N/A	N/A	6/30/2025	12/31/2025	\$ 99.50		to
Senior Principal Biologist	\$ 284.42	N/A	N/A	1/1/2026	12/31/2026	\$ 102.49	3.00%	\$0.00 to \$0.00
	\$ 292.95	N/A	N/A	1/1/2027	12/31/2027	\$ 105.56	3.00%	\$0.00 to \$0.00
	\$ 301.74	N/A	N/A	1/1/2028	12/31/2028	\$ 108.73	3.00%	\$0.00 to \$0.00
	\$ 310.79	N/A	N/A	1/1/2029	12/31/2029	\$ 111.99	3.00%	\$0.00 to \$0.00
	\$ 320.11	N/A	N/A	1/1/2030	12/31/2030	\$ 115.35	3.00%	\$0.00 to \$0.00
Principal Planner	\$ 245.60	N/A	N/A	6/30/2025	12/31/2025	\$ 88.50		\$83.00 to \$93.99
	\$ 252.97	N/A	N/A	1/1/2026	12/31/2026	\$ 91.16	3.00%	\$85.49 to \$96.81
	\$ 260.56	N/A	N/A	1/1/2027	12/31/2027	\$ 93.89	3.00%	\$88.05 to \$99.71
	\$ 268.38	N/A	N/A	1/1/2028	12/31/2028	\$ 96.71	3.00%	\$90.70 to \$102.71
	\$ 276.43	N/A	N/A	1/1/2029	12/31/2029	\$ 99.61	3.00%	\$93.42 to \$105.79
	\$ 284.72	N/A	N/A	1/1/2030	12/31/2030	\$ 102.60	3.00%	\$96.22 to \$108.96
Associate Planner	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
	\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14
Planner	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
	\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43
Staff Planner	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
	\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84
Senior Traffic	\$ 306.66	N/A	N/A	6/30/2025	12/31/2025	\$ 110.50		\$105.00 to \$115.99
	\$ 315.86	N/A	N/A	1/1/2026	12/31/2026	\$ 113.82	3.00%	\$108.15 to \$119.47
	\$ 325.33	N/A	N/A	1/1/2027	12/31/2027	\$ 117.23	3.00%	\$111.39 to \$123.05
	\$ 335.09	N/A	N/A	1/1/2028	12/31/2028	\$ 120.75	3.00%	\$114.74 to \$126.75
	\$ 345.15	N/A	N/A	1/1/2029	12/31/2029	\$ 124.37	3.00%	\$118.18 to \$130.55
	\$ 355.50	N/A	N/A	1/1/2030	12/31/2030	\$ 128.10	3.00%	\$121.72 to \$134.46
Associate Traffic	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
	\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Associate Air Technician	\$ 212.30	N/A	N/A	6/30/2025	12/31/2025	\$ 76.50		\$70.00 to \$82.99
	\$ 218.67	N/A	N/A	1/1/2026	12/31/2026	\$ 78.80	3.00%	\$72.10 to \$85.48
	\$ 225.23	N/A	N/A	1/1/2027	12/31/2027	\$ 81.16	3.00%	\$74.26 to \$88.04
	\$ 231.99	N/A	N/A	1/1/2028	12/31/2028	\$ 83.59	3.00%	\$76.49 to \$90.69
	\$ 238.95	N/A	N/A	1/1/2029	12/31/2029	\$ 86.10	3.00%	\$78.79 to \$93.41
	\$ 246.12	N/A	N/A	1/1/2030	12/31/2030	\$ 88.68	3.00%	\$81.15 to \$96.21
Air Technician	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
	\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43
Associate Noise Technician	\$ 212.30	N/A	N/A	6/30/2025	12/31/2025	\$ 76.50		\$70.00 to \$82.99
	\$ 218.67	N/A	N/A	1/1/2026	12/31/2026	\$ 78.80	3.00%	\$72.10 to \$85.48
	\$ 225.23	N/A	N/A	1/1/2027	12/31/2027	\$ 81.16	3.00%	\$74.26 to \$88.04
	\$ 231.99	N/A	N/A	1/1/2028	12/31/2028	\$ 83.59	3.00%	\$76.49 to \$90.69
	\$ 238.95	N/A	N/A	1/1/2029	12/31/2029	\$ 86.10	3.00%	\$78.79 to \$93.41
	\$ 246.12	N/A	N/A	1/1/2030	12/31/2030	\$ 88.68	3.00%	\$81.15 to \$96.21
Senior Visual Technician	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
	\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14
Visual Technician	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
	\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84
Senior Hazards and Hazardous Materials Specialist	\$ 245.60	N/A	N/A	6/30/2025	12/31/2025	\$ 88.50		\$83.00 to \$93.99
	\$ 252.97	N/A	N/A	1/1/2026	12/31/2026	\$ 91.16	3.00%	\$85.49 to \$96.81
	\$ 260.56	N/A	N/A	1/1/2027	12/31/2027	\$ 93.89	3.00%	\$88.05 to \$99.71
	\$ 268.38	N/A	N/A	1/1/2028	12/31/2028	\$ 96.71	3.00%	\$90.70 to \$102.71
	\$ 276.43	N/A	N/A	1/1/2029	12/31/2029	\$ 99.61	3.00%	\$93.42 to \$105.79
	\$ 284.72	N/A	N/A	1/1/2030	12/31/2030	\$ 102.60	3.00%	\$96.22 to \$108.96
Hazards and Hazardous Materials Specialist	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
	\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14
Principal Archaeologist	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
	\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14
Senior Archaeologist	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
	\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43
Archaeologist	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
	\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84
Staff Archaeologist	\$ 81.87	N/A	N/A	6/30/2025	12/31/2025	\$ 29.50		\$25.00 to \$33.99
	\$ 84.32	N/A	N/A	1/1/2026	12/31/2026	\$ 30.39	3.00%	\$25.75 to \$35.01
	\$ 86.85	N/A	N/A	1/1/2027	12/31/2027	\$ 31.30	3.00%	\$26.52 to \$36.06
	\$ 89.46	N/A	N/A	1/1/2028	12/31/2028	\$ 32.24	3.00%	\$27.32 to \$37.14
	\$ 92.14	N/A	N/A	1/1/2029	12/31/2029	\$ 33.20	3.00%	\$28.14 to \$38.26
	\$ 94.91	N/A	N/A	1/1/2030	12/31/2030	\$ 34.20	3.00%	\$28.98 to \$39.40
Senior Architectural Historian	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
	\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43

Name/Job Title/Classification ¹	BILLING INFORMATION			CALCULATION INFORMATION				
	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg.	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate ³		
Architectural Historian	\$ 81.87	N/A	N/A	6/30/2025	12/31/2025	\$ 29.50		\$25.00 to \$33.99
	\$ 84.32	N/A	N/A	1/1/2026	12/31/2026	\$ 30.39	3.00%	\$25.75 to \$35.01
	\$ 86.85	N/A	N/A	1/1/2027	12/31/2027	\$ 31.30	3.00%	\$26.52 to \$36.06
	\$ 89.46	N/A	N/A	1/1/2028	12/31/2028	\$ 32.24	3.00%	\$27.32 to \$37.14
	\$ 92.14	N/A	N/A	1/1/2029	12/31/2029	\$ 33.20	3.00%	\$28.14 to \$38.26
\$ 94.91	N/A	N/A	1/1/2030	12/31/2030	\$ 34.20	3.00%	\$28.98 to \$39.40	
Senior Biologist	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14	
Associate Biologist	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43	
Biologist	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84	
Senior Project Controls	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14	
Associate Project Controls	\$ 133.21	N/A	N/A	6/30/2025	12/31/2025	\$ 48.00		\$43.00 to \$52.99
	\$ 137.21	N/A	N/A	1/1/2026	12/31/2026	\$ 49.44	3.00%	\$44.29 to \$54.58
	\$ 141.32	N/A	N/A	1/1/2027	12/31/2027	\$ 50.92	3.00%	\$45.62 to \$56.22
	\$ 145.56	N/A	N/A	1/1/2028	12/31/2028	\$ 52.45	3.00%	\$46.99 to \$57.90
	\$ 149.93	N/A	N/A	1/1/2029	12/31/2029	\$ 54.02	3.00%	\$48.40 to \$59.64
\$ 154.43	N/A	N/A	1/1/2030	12/31/2030	\$ 55.65	3.00%	\$49.85 to \$61.43	
Project Controls	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84	
Senior GIS	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14	
Senior Arborist	\$ 170.67	N/A	N/A	6/30/2025	12/31/2025	\$ 61.50		\$53.00 to \$69.99
	\$ 175.79	N/A	N/A	1/1/2026	12/31/2026	\$ 63.35	3.00%	\$54.59 to \$72.09
	\$ 181.07	N/A	N/A	1/1/2027	12/31/2027	\$ 65.25	3.00%	\$56.23 to \$74.25
	\$ 186.50	N/A	N/A	1/1/2028	12/31/2028	\$ 67.20	3.00%	\$57.91 to \$76.48
	\$ 192.10	N/A	N/A	1/1/2029	12/31/2029	\$ 69.22	3.00%	\$59.65 to \$78.77
\$ 197.86	N/A	N/A	1/1/2030	12/31/2030	\$ 71.30	3.00%	\$61.44 to \$81.14	
Associate Arborists	\$ 106.84	N/A	N/A	6/30/2025	12/31/2025	\$ 38.50		\$34.00 to \$42.99
	\$ 110.05	N/A	N/A	1/1/2026	12/31/2026	\$ 39.66	3.00%	\$35.02 to \$44.28
	\$ 113.35	N/A	N/A	1/1/2027	12/31/2027	\$ 40.84	3.00%	\$36.07 to \$45.61
	\$ 116.75	N/A	N/A	1/1/2028	12/31/2028	\$ 42.07	3.00%	\$37.15 to \$46.98
	\$ 120.25	N/A	N/A	1/1/2029	12/31/2029	\$ 43.33	3.00%	\$38.27 to \$48.39
\$ 123.86	N/A	N/A	1/1/2030	12/31/2030	\$ 44.63	3.00%	\$39.42 to \$49.84	

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 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 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 Stantec Consulting Services Inc. Prime Consultant Subconsultant

Project No. EV-PS-25-001 Contract No. _____ Date 4/2/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	miles	IRS Rate	TBD
Equipment Rental	TBD	day	\$150	TBD
Parking/Tolls	TBD	each	\$7	TBD
Total				
Subconsultant 1:				TBD
Subconsultant 2:				TBD
Total				\$0.00

- NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
 2. Proposed ODC items should be consistently billed regardless of client and contract type.
 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 7. 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.
 8. 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.
 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 10. Add additional pages if necessary.
 11. 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: Michelle Tovar Title *: Senior Principal / Practice Leader

Signature : Tovar, Michelle Digitally signed by Tovar, Michelle
Date: 2025.04.09 17:11:25 -07'00' Date of Certification (mm/dd/yyyy): 04-09-2025

Email: michelle.tovar@stantec.com Phone Number: 916-213-8053

Address: 555 Capitol Mall, Suite 650 Sacramento, CA 95814

* 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:

CEQA/NEPA, cultural resources, biological resources, permitting

**ATTACHMENT C
COST PROPOSAL FORM**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Megan W. Stromberg Consulting, LLC Prime Consultant Subconsultant 2nd Tier Subconsultant

Solicitation No. EV-PS-25-001 Solicitation Title: On-Call Environmental Consulting Services Date: April 10, 2025

For Combined Rate	Fringe Benefit% + General &Administrative%	=	120% Combined ICR%
	OR		
For Home Office Rate	Fringe Benefit% + General &Administrative%	=	Home Office ICR%
For Field Office Rate	Fringe Benefit% + General &Administrative%	=	Field Office ICR%

Fee (Profit) = 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
	Straght ³	OT(1.5x)	OT(2x)	From	To			
Megan Stromberg / Landscape Architect	\$154.55	\$0.00	\$0.00	6/30/2025	12/31/2025	\$63.86		
	\$160.73	\$0.00	\$0.00	01/01/2026	12/31/2026	\$66.42	4.0%	
	\$167.16	\$0.00	\$0.00	01/01/2027	12/31/2027	\$69.07	4.0%	
	\$173.85	\$0.00	\$0.00	01/01/2028	12/31/2028	\$71.84	4.0%	
	\$180.80	\$0.00	\$0.00	01/01/2029	12/31/2029	\$74.71	4.0%	
	\$188.03	\$0.00	\$0.00	01/01/2030	12/31/2030	\$77.69	4.0%	
	\$0.00	\$0.00	\$0.00	6/30/2025	12/31/2025	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2026	12/31/2026	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2027	12/31/2027	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2028	12/31/2028	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2029	12/31/2029	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2030	12/31/2030	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	6/30/2025	12/31/2025	\$0.00		
	\$0.00	\$0.00	\$0.00	01/01/2026	12/31/2026	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2027	12/31/2027	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2028	12/31/2028	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2029	12/31/2029	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2030	12/31/2030	\$0.00	0.0%	

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 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 shall be updated on an annual basis in accordance with the consultants 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 names employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Exempt employees are not authorized to bill for OT (1.5x) or OT (2x).

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	\$ 0.00
Equipment Rental and Supplies	TBD	ea	TBD	\$ 0.00
Permit Fees	TBD	ea	TBD	\$ 0.00
Plan Sheets	TBD	Sq. Ft.	\$3	\$ 0.00
Test MWELo Soil Test	TBD	ea	\$285	\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs must be pre-approved by the SMART Manager and must conform to SMART's current Travel Guidelines for Contracts at the time of travel.
7. 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.
8. 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary
11. Subconsultants must provide their own cost proposals.

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: Megan W. Stromberg Title*: Owner

Email: megan@mwstromberg.com Phone #: 415-342-4413

Signature: *Megan Stromberg* Date of Certification: 4/10/2025

* 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:

**ATTACHMENT C
COST PROPOSAL FORM**

COST PROPOSAL

Subconsultant: Illingworth & Rodkin, Inc.

Solicitation No. EV-PS-25-001
Solicitation Title: On-Call Environmental Consulting Services

Date: 03/31/2025
Page 1 of 5

NORMAL
OVERTIME

Fringe Benefit % Overhead % General Administration % Combined %
62.47% + 0.00% + 131.67% = 194.14%

FEE %
10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Michael S. Thil Sr. Consultant Exempt	\$388.43	NC	NC	1/1/2025	12/31/2025	\$120.05		N/A
	\$400.08	NC	NC	1/1/2026	12/31/2026	\$123.65	3.00%	
	\$412.08	NC	NC	1/1/2027	12/31/2027	\$127.36	3.00%	
	\$424.44	NC	NC	1/1/2028	12/31/2028	\$131.18	3.00%	
	\$437.18	NC	NC	1/1/2029	12/31/2029	\$135.12	3.00%	
	\$450.29	NC	NC	1/1/2030	12/31/2030	\$139.17	3.00%	
James Reyff - Sr. Consultant Exempt	\$388.43	NC	NC	1/1/2025	12/31/2025	\$120.05		N/A
	\$400.08	NC	NC	1/1/2026	12/31/2026	\$123.65	3.00%	
	\$412.08	NC	NC	1/1/2027	12/31/2027	\$127.36	3.00%	
	\$424.44	NC	NC	1/1/2028	12/31/2028	\$131.18	3.00%	
	\$437.18	NC	NC	1/1/2029	12/31/2029	\$135.12	3.00%	
	\$450.29	NC	NC	1/1/2030	12/31/2030	\$139.17	3.00%	
Carrie Janello - Sr. Consultant Exempt	\$242.44	NC	NC	1/1/2025	12/31/2025	\$74.93		N/A
	\$249.71	NC	NC	1/1/2026	12/31/2026	\$77.18	3.00%	
	\$257.20	NC	NC	1/1/2027	12/31/2027	\$79.49	3.00%	
	\$264.92	NC	NC	1/1/2028	12/31/2028	\$81.88	3.00%	
	\$272.87	NC	NC	1/1/2029	12/31/2029	\$84.33	3.00%	
	\$281.05	NC	NC	1/1/2030	12/31/2030	\$86.86	3.00%	

NORMAL Fringe Benefit % + Overhead % + General Administration % = Combined %
 OVERTIME 62.47% + 0.00% + 131.67% = 194.1400%

FEE %
10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Casey Divine - Sr. Consultant Exempt	\$163.46	NC	NC	1/1/2025	12/31/2025	\$50.52		N/A
	\$168.36	NC	NC	1/1/2026	12/31/2026	\$52.04	3.00%	
	\$173.41	NC	NC	1/1/2027	12/31/2027	\$53.60	3.00%	
	\$178.62	NC	NC	1/1/2028	12/31/2028	\$55.20	3.00%	
	\$183.98	NC	NC	1/1/2029	12/31/2029	\$56.86	3.00%	
	\$189.49	NC	NC	1/1/2030	12/31/2030	\$58.57	3.00%	
Micah Black - Consultant Exempt	\$131.95	NC	NC	1/1/2025	12/31/2025	\$40.78		N/A
	\$135.90	NC	NC	1/1/2026	12/31/2026	\$42.00	3.00%	
	\$139.98	NC	NC	1/1/2027	12/31/2027	\$43.26	3.00%	
	\$144.18	NC	NC	1/1/2028	12/31/2028	\$44.56	3.00%	
	\$148.51	NC	NC	1/1/2029	12/31/2029	\$45.90	3.00%	
	\$152.96	NC	NC	1/1/2030	12/31/2030	\$47.28	3.00%	
Heather Bruce - Sr. Consultant Exempt	\$201.74	NC	NC	1/1/2025	12/31/2025	\$62.35		N/A
	\$207.79	NC	NC	1/1/2026	12/31/2026	\$64.22	3.00%	
	\$214.02	NC	NC	1/1/2027	12/31/2027	\$66.15	3.00%	
	\$220.44	NC	NC	1/1/2028	12/31/2028	\$68.13	3.00%	
	\$227.06	NC	NC	1/1/2029	12/31/2029	\$70.18	3.00%	
	\$233.87	NC	NC	1/1/2030	12/31/2030	\$72.28	3.00%	
Harold (Jay) Witt - Sr. Consultant Exempt	\$192.58	NC	NC	1/1/2025	12/31/2025	\$59.52		N/A
	\$198.36	NC	NC	1/1/2026	12/31/2026	\$61.31	3.00%	
	\$204.31	NC	NC	1/1/2027	12/31/2027	\$63.14	3.00%	
	\$210.44	NC	NC	1/1/2028	12/31/2028	\$65.04	3.00%	
	\$216.75	NC	NC	1/1/2029	12/31/2029	\$66.99	3.00%	
	\$223.25	NC	NC	1/1/2030	12/31/2030	\$69.00	3.00%	
Zachary Palm - Consultant Exempt	\$164.88	NC	NC	1/1/2025	12/31/2025	\$50.96		N/A
	\$169.83	NC	NC	1/1/2026	12/31/2026	\$52.49	3.00%	
	\$174.92	NC	NC	1/1/2027	12/31/2027	\$54.06	3.00%	
	\$180.17	NC	NC	1/1/2028	12/31/2028	\$55.69	3.00%	
	\$185.58	NC	NC	1/1/2029	12/31/2029	\$57.36	3.00%	
	\$191.14	NC	NC	1/1/2030	12/31/2030	\$59.08	3.00%	

NORMAL	Fringe Benefit %	+	Overhead %	+	General Administration %	=	Combined %
OVERTIME	62.47%		0.00%		131.67%		194.1400%

FEE %
10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly Range for Classifications only
	Straight	OT (1.5x)	OT (2x)	From	To			
Jordyn Bauer - Staff Consultant Exempt	\$119.78	NC	NC	1/1/2025	12/31/2025	\$37.02		N/A
	\$123.37	NC	NC	1/1/2026	12/31/2026	\$38.13	3.00%	
	\$127.07	NC	NC	1/1/2027	12/31/2027	\$39.27	3.00%	
	\$130.89	NC	NC	1/1/2028	12/31/2028	\$40.45	3.00%	
	\$134.81	NC	NC	1/1/2029	12/31/2029	\$41.67	3.00%	
	\$138.86	NC	NC	1/1/2030	12/31/2030	\$42.92	3.00%	
Adwait Ambaskar - Consultant Exempt	\$144.63	NC	NC	1/1/2025	12/31/2025	\$44.70		N/A
	\$148.97	NC	NC	1/1/2026	12/31/2026	\$46.04	3.00%	
	\$153.44	NC	NC	1/1/2027	12/31/2027	\$47.42	3.00%	
	\$158.04	NC	NC	1/1/2028	12/31/2028	\$48.84	3.00%	
	\$162.78	NC	NC	1/1/2029	12/31/2029	\$50.31	3.00%	
	\$167.66	NC	NC	1/1/2030	12/31/2030	\$51.82	3.00%	

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 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 shall be updated on an annual basis in accordance with the consultants 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 names employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
5. Exempt employees are not authorized to bill for OT (1.5x) or OT (2x).

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			@IRS mileage rate	\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1: Ilingworth & Rodkin, Inc.				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
6. Travel related costs must be pre-approved by the SMART Manager and must conform to SMART's current Travel Guidelines for Contracts at the time of travel.
7. 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.
8. 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary
11. Subconsultants must provide their own cost proposals.

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: Michael S. Thill Title*: Principal

Email: mthill@illingworthrodkin.com Phone #: 707-794-0400

Signature:  Date of Certification: 03/31/25

* 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 C
FTA & DOT REQUIREMENTS**

**UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT),
FEDERAL TRANSIT ADMINISTRATION (FTA),
FEDERAL RAILROAD ADMINISTRATION (FRA) AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. General.

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

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

2. Access To Records and Reports.

Applicability: All Contracts

Contractor shall comply with the following requirements:

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

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

litigation, appeals, claims or exceptions related thereto.

(c) Access to Records. The Contractor agrees to provide access to SMART, FTA, FRA, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. Contractor shall also permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts of Contractor and its subcontractors pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(g), Contractor shall require each subcontractor to permit SMART, the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subcontractor agreement and to audit the books, records, and accounts involving that subcontractor agreement as it affects the Agreement.

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

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

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

Any costs for which Contractors and its subcontractors have received payment that are determined by subsequent audit to be unallowable under the terms of this agreement may be required to be repaid to SMART by the Contractors and its subcontractors. Should Contractor and its subcontractors fail to reimburse money due SMART within 30 days of

demand, or within such other period as may be agreed between the parties hereto, SMART is authorized to withhold future payments due Contractor and its subcontractors from any source.

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

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

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

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

3. **ADA Access**

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

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

4. **Lobbying**

Applicability: All Contracts > \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to SMART.

5. Cargo Preference Requirements.

Applicability: All Rolling Stock Purchases, Materials & Supplies, and Construction Contracts which require transportation by ocean vessels.

The Contractor agrees to:

(a) to use privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph, to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of-lading); and

(c) to include these requirements in all subcontracts issued pursuant to this Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. Charter Service.

Applicability: All Operations & Management Contracts

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental”, i.e., it must not interfere with or detract from the provision of mass transportation.

7. Civil Rights.

Applicability: All Contracts

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

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA and FRA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA or FRA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or FRA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA or FRA.

8. Clean Air Act

Applicability: All Contracts > \$150,000

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671(q) et seq. The Contractor agrees to report each violation to SMART, the FTA, the FRA, and the Regional Office of the Environmental Protection Agency.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA or FRA.

9. Clean Water Act

Applicability: All Contracts > \$150,000

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 - 1377 et seq.
- (2) The contractor agrees to report each violation to the SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to the FTA and FRA, and the appropriate Environmental Protection Agency Regional Office in compliance with the notice of violating facility provisions in section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368.
- (3) The Contractor agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f-300j-6.

- (4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA or FRA.

10. Conformance with National ITS Architecture

Applicability: All ITS Contracts

Intelligent Transportation Systems (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects", 66FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture.

11. Contract Work Hours and Safety Standards Act.

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

- a. Where applicable (see 40 U.S.C. § 3701 et seq), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not

less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. SMART shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

12. Davis Bacon Act and Copeland Anti-Kickback Act

Applicability: All Construction Contracts > \$2,000

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to SMART’s construction contracts and subcontracts that “at least partly are financed by a loan of grant from the Federal Government”. 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. Construction for purposes of the Acts, include “actual construction, alteration, and/or repair, including painting and decorating” as defined by 29 CFR 5.5(a).

Contractors and subcontractors at any contract tier agree to comply with the Davis-Bacon Act 40 USC 3141, et seq and implementing DOL regulations “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction” 29 CFR Part 5.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

SMART has attached to the Agreement a copy of the current prevailing wage determination issued by the Department of Labor which must be adhered to by the Contractor and all subcontractors. Contractor shall report all suspected or reported violations to the SMART who will intern report all violations to the Federal awarding agency.

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FTA or FRA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13. Debarment and Suspension

Applicability: All Contracts > \$25,000

- (1) This contract is a covered transaction for purposes of 49 CFR Part 18. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) By signing the Agreement or accepting the Purchase Order, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the SMART. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 CFR 180 throughout the period of this contract.

14. Disadvantaged Business Enterprise (DBE)

Applicability: All Contracts

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SMART deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

The Contractor shall report its DBE participation obtained through race-neutral means through the period of performance with all invoices submitted.

The contractor must promptly notify SMART whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written approval of SMART. In this situation, the prime contractor shall provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time period specified, SMART will issue an order stopping all or part of payment/ work until satisfactory action has been taken. If the contractor still fails to comply, SMART may issue a termination for default proceeding.

It is the policy of SMART and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

15. DHS Seal, Logo, and Flags.

Applicability: All Contracts

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA or FRA pre-approval.

16. Energy Conservation.

Applicability: All Contracts

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The consultant agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

17. Federal Changes.

Applicability: All Contracts

Contractor shall at all times comply with all applicable FTA and FRA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Sonoma-Marín Area Rail Transit District and FTA and FRA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

18. Fly America.

Applicability: All Contracts

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 – 301-10.143, which provide that recipients and sub-recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

19. Incorporation of Federal Transit Administration (FTA) Terms.

Applicability: All Contracts

Incorporation of Federal Transit Administration (FTA) Terms - The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms

shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

20. No Obligation by the Federal Government.

Applicability: All Contracts

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

21. Notice of Legal Matters.

Applicability: All Contracts > \$25,000

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA and FRA Chief Counsel and FTA Regional Counsel for the Region in which the SMART is located. The Contractor must include a similar notification requirement in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- (3) Additional Notice to the U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA or FRA. The notification provision applies if a person has or may have submitted a false claim under

the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

22. Patent Rights and Rights in Data and Copyrights Requirements.

Applicability: All Research Project Contracts

Intellectual Property Rights

This Project is funded through a Federal award with FTA or FRA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Sonoma-Marín Area Rail Transit District intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA, FRA, or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA or FRA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
 - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for

experimental, developmental, or research work financed in whole or in part with Federal assistance.

23. Recycled Products.

Applicability: All Contracts > \$10,000

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

24. Program Fraud and False or Fraudulent Statements and Related Acts

Applicability: All Contracts

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

25. Prompt Payment.

Applicability: All Contracts

The contractor shall promptly pay any and all subcontractors by an instrument that guarantees availability of funds immediately upon deposit of said instrument. The contractor shall include, in its monthly invoice submission to SMART, amounts to pay for all subcontractors' acceptable invoices, no later than 30 days after receipt of such invoices. Unless otherwise approved in writing by SMART, the contractor shall, within ten (10) days after receipt of the payment made by SMART, pay to each of its immediate subcontractors for satisfactory performance of its contract, the amounts to which they are entitled, after deducting any prior payments and any amount due and payable to the contractor by those subcontractors. Any delay or postponement of such payment may take place only for good cause and with SMART's prior written approval. If the contractor determines the work of the subcontractors to be unsatisfactory, the contractor must immediately notify in writing SMART (with a separate notice to the Liaison Officer if the subcontractor is a DBE) and state the reasons. Failure by the contractor to comply with this requirement will be construed to be breach of contract and may be subject to sanctions as specified in the contract.

Should SMART make incremental inspections and, upon approval of the contractor's work at various stages of the contract, pay a portion of the retainage, the contractor shall promptly, within 30 days after SMART has made such payment, pay to the subcontractor who has satisfactorily completed all of its work and whose work is covered by SMART's inspection and approval, all retainage owed to the subcontractor. SMART's incremental inspections, approval or release of a portion of the retainage under this section shall not constitute acceptance."

For the purposes of this section, a subcontractor's work is satisfactorily completed when the prime contractor certifies to SMART that all the tasks called for in the subcontract have been accomplished.

26. Safe Operation of Motor Vehicles.

Applicability: All Contracts

- (a) Seat Belt Use. Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. §402 note, (62 Fed Reg. 19217), by:

Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

- (b) Distracted Driving, Including Text Messaging While Driving. Contractor agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. §402, U.S. DOT Order 3902.10, "Text Messaging While Driving", and U.S. DOT Special Provision pertaining to Distracted

Driving:

- a. **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle the company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of SMART.
- b. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

27. Seismic Safety.

Applicability: All A&E and Construction Contracts

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The Contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

28. Special DOL EEO Clause

Applicability: All Construction Contracts > \$10,000

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

29. Termination.

Applicability: All Contracts > \$10,000

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

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

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

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

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

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

(e) Termination for Convenience or Default (Architect and Engineering Contracts). SMART may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

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

30. Veterans Hiring Preference.

Applicability: All Contracts

As provided in 49 U.S.C. §5325(k), the Contractor, to the extent practicable, agrees and assures that each subcontractor:

1. Will give a hiring preference to veterans, as defined in 5 U.S.C. §2108, who have the skills and abilities required to perform construction work required under Agreement in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

31. Violation and Breach of Contract.

Applicability: All Contracts

Rights and Remedies of SMART

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

Rights and Remedies of Contractor

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

Remedies

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

Disputes

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

Performance during Dispute

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

Claims for Damages

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

32. Geographic Restrictions.

Applicability: All Contracts

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

33. Metric System.

Applicability: All Contracts

To the extent required by U.S. DOT, FRA, or FTA, Contractor shall use the metric system of measurement in its project activities pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. 205a et seq.; Executive Order No 12770 “Metric Usage in Federal Government Programs, 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT, FRA, or FTA. To the extent practicable and feasible, SMART agrees to accept products and services with dimensions expressed in the metric system of measurement.

34. Environmental Protection.

Applicability: All Contracts

Contractor shall comply with the following requirements:

(a) Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.* consistent with Executive Order. No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; PTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; and joint FHWA/FTA regulations, “Environmental impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Contractor shall comply with all Federal transit laws, such as 49 U.S.C. §5323(c)(2) and 23 U.S.C. §139, as applicable.

(c) Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

35. Privacy Act.

Applicability: All Contracts

Contractor agrees to comply with and assures the compliance of its employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C § 552. Among other things, the Contractor agrees to obtain the express consent of

the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

36. Federal Tax Liability and Recent Felony Convictions

Applicability: All Contracts

- A. Contractor certifies that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that it is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Contractor certifies that it was not convicted of felony criminal violation under any Federal law within the preceding twenty-four (24) months.

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

Applicability: All Research and Development Contracts

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

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

Applicability: All Contracts

Contractor certifies and confirms that no services provided or supplies installed or utilized under this contract constitute telecommunications services, equipment or systems prohibited under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (P.L. 115-232), and as may be implemented by 2 C.F.R. 200.216. If Contractor later learns that prohibited telecommunications services, equipment or systems have been supplied, installed, or utilized under this Contract, Contractor shall immediately inform SMART in writing. SMART may require the Contractor to promptly replace such prohibited service, equipment and systems at the Contractor's sole cost.

39. Domestic Preferences for Procurements

Applicability: All Contracts

Contractor shall make every effort to provide a preference for the purchase, acquisition,

or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This section must be included in all subcontracts.

For the purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

40. Trafficking in Persons

Applicability: All Contracts

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

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

41. Severability

Applicability: All Contracts

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

42. Whistleblower Protections

Applicability: All Contracts

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

employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

**EXHIBIT D
FEDERAL WAGE DETERMINATION**

[On File with Board Clerk]



Chris Coursey, Chair
Sonoma County Board of Supervisors

Mary Sackett, Vice Chair
Marin County Board of Supervisors

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

Kate Colin
Transportation Authority of Marin

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

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

July 16, 2025

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

SUBJECT: Update on SMART's Quality of Life Study

Dear Board Members:

RECOMMENDATION: Information Only

SUMMARY:

In March 2023, SMART applied to Caltrans' Sustainable Transportation Planning Grant Program to fund a study to examine the quality of life and economic impacts created and facilitated by SMART. In late 2023, SMART was awarded grant funding from Caltrans to undertake the SMART Quality of Life and Economic Impact Assessment, which is more concisely referred to as SMART's Quality of Life Study. This study evaluates SMART's impact to date on Marin and Sonoma Counties, and the potential quality of life impacts that will result as the rail and pathway system matures and is fully built out. This report provides an update on the status of this study.

Background

The objective of the Quality of Life and Economic Impact Assessment (SMART's Quality of Life Study) is to examine SMART's role in driving outcomes for key quality-of-life factors, including mobility, the economy, land use, the environment, public health, safety, access to opportunity, and equity. The findings of this effort will guide decision-making to optimize our transit investment outcomes, including improved access to opportunity, sustainability, equity, economic vitality, and safety. Ultimately, the goal of the Quality of Life and Economic Impact Assessment is to provide SMART and its patrons, community members, and partners with a more comprehensive, data-driven picture of what benefits passenger rail service in Sonoma and Marin brings.

SMART secured grant funding for this study in 2023, shortly after emerging from the COVID-19 Pandemic. In addition to the global pandemic, SMART's communities have experienced numerous federally declared disasters, including fires and floods, since SMART commenced rail service in 2017.

The effects of these events were far-reaching, including population relocation, community rebuilding, shifts across job sectors, and altered travel and commuting patterns. Despite these events, SMART's ridership has recovered and surpassed pre-pandemic levels, and the system has emerged as the primary transit service in the 101 Corridor between Sonoma and Marin. For these reasons, SMART undertook this study to evaluate the initial impacts of SMART since service began in 2017 as well as the potential impacts of system build-out, consistent with updated assumptions around population growth and travel patterns.

After entering into a grant agreement with Caltrans for the Sustainable Transportation Planning Grant Program funds in February 2024, the SMART Board approved a contract award to Fehr & Peers in June 2024 for technical services and support for SMART's Quality of Life Study; the Study was initiated in July 2024.

Study Process

The Study's development is organized around three phases that include research, initial analysis, and results. Through each of these phases, outreach touchpoints provide an opportunity to gather insights and feedback to help inform and refine the work of the project team. These outreach touchpoints involve groups and stakeholders that have been assembled to provide a diverse set of perspectives and expertise. These groups consist of a panel of technical experts with experience evaluating and quantifying impacts of transportation and other infrastructure projects that comprise the Study's Blue Ribbon Panel (BRP); a technical advisory committee (TAC) that consists of representatives from local and regional agencies and jurisdictions; and community stakeholders serving, or representing populations of the North Bay, including community based organizations; business organizations; advocacy groups; educational institutions; and representatives from housing, health, and other sectors invited to participate in small group discussions. To date, the Blue Ribbon Panel and TAC have each convened twice, once per phase; and six rounds of small group discussions have been conducted. Additionally, a survey was implemented on the train in April 2025, asking passengers to share why they "choose to use the SMART train and pathway." The survey responses offered many consistent and recurring themes from users, as well as some unique perspectives that highlight the diversity of people who opt to use the rail and pathway.

In February 2025, the research phase of the Study concluded, and the initial analysis phase commenced. As a result of feedback received through the project, survey responses, and initial findings from the analysis, the study team has developed key themes that capture the quality-of-life indicators and reflect feedback received through the various outreach efforts. The presentation accompanying this report will review the Study's development process as well as these key emerging themes.

Next Steps

The analysis phase will conclude in July 2025 and will transition into the results phase of the project that will include the drafting of Study. Staff will return to the Board to present the Draft Study in Fall 2025.

FISCAL IMPACT: This study is being funded by a \$400,000 planning grant from Caltrans, which was included in both the FY25 budget and the FY26 budget.

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

Respectfully,

/s/
Emily Betts
Planning Manager



Chris Coursey, Chair
Sonoma County Board of Supervisors

July 16, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

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

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

SUBJECT: Marin-Sonoma Coordinated Transit Service Plan (MASCOTS)

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

RECOMMENDATION: Information Only

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY:

The introduction of SMART train service, and the evolving post-pandemic transit market prompted a multi-agency coordinated service planning effort to determine the future of transit service in the US 101 corridor in Marin and Sonoma Counties, known as the Marin-Sonoma Coordinated Transit Service Plan (MASCOTS). MASCOTS is a collaborative planning effort to comprehensively analyze transit service in the Highway 101 corridor, including areas of overlapping or duplicative regional transit service, areas of underserved demand, and connections between services.

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

Mark Milberg
Transportation Authority of Marin

Developed through a three-phase process to understand current conditions, develop solutions to address opportunities, and document impacts of alternatives, the following high-level recommendations are included in the plan:

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

David Rabbitt
Sonoma County Board of Supervisors

SMART and Golden Gate Transit Route 101:

- Truncate Route 101 in Novato, and increase frequency between San Rafael and San Francisco
- Increase SMART frequency and span of service to ensure high-quality transit is available between Sonoma and Marin Counties when Route 101 is shortened

Eddy Cumins
General Manager

Southern Marin Bus Service:

- Streamline routes between San Rafael, Marin City, Sausalito, and San Francisco

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

Local Bus Connections to SMART:

- Improve strong, direct connections to SMART by Petaluma Transit, Santa Rosa CityBus, Sonoma County Transit, and Marin Transit

GGT Commute Routes in Sonoma:

- Combine into a single alignment with improved frequency, and restrict San Francisco local travel to reduce travel time

GGT Route 580 in San Rafael:

- Follow 580X alignment to improve travel time; 580 and 580X would continue to differ in the East Bay.

Background

Transit operators in Sonoma and Marin counties form a unique sub-region and have a history of coordinating transit service, fares, marketing, bus stops, and schedules to improve the network of transit services in the area. Regional services are operated by Golden Gate Transit Bus (GGBHTD), Golden Gate Transit Ferry (GGBHTD), Sonoma-Marin Area Rail Transit (SMART), and are complemented with local transit services provided by Sonoma County Transit, Santa Rosa CityBus, Petaluma Transit, and Marin Transit.

These six agencies have a history of coordinating fares, marketing, bus stops, and schedules to improve the network of transit services in the area. However, transit service planning in the Sonoma-Marin region has historically been done by each agency independently for their service area with agencies responding as possible to changes in other agencies' schedules. With the introduction of SMART service in 2017 and subsequent expansion, and the evolving post-pandemic transit market, the need has risen for a comprehensive evaluation of service along the US 101 corridor in Marin and Sonoma counties.

In 2023, catalyzed by Golden Gate Bridge Highway and Transportation District's (GGBHTD) strategic planning process, transit operators and transportation agencies kickstarted an ongoing coordination process, consisting of a service planning project called the Marin Sonoma Coordinated Transit Service (MASCOTS) Plan, a regular marketing coordination meeting, financial coordination meetings, and a monthly meeting of General Managers and Executive Directors. Participating agencies are Marin Transit, GGBHTD, SMART, Santa Rosa CityBus, Petaluma Transit, Sonoma County Transit, Transportation Authority of Marin (TAM), Sonoma County Transportation Authority (SCTA), and the Metropolitan Transportation Commission (MTC). MASCOTS is the first subregional transit analysis conducted under the guidelines of Regional Network Management, which came out of the Blue Ribbon Transit Recovery Task Force, established during the pandemic to further collaboration between the region's transit operators and the Metropolitan Transit Commission (MTC). These agencies committed to taking a fresh look at travel in the Highway 101 Corridor as if all the local bus, regional bus, ferry and rail services were operated by one entity focused on efficiently growing overall transit ridership in the Corridor utilizing existing resources.

The MASCOTS Plan is a comprehensive structural analysis of transit service in the Highway 101 corridor. The purpose of this effort is to improve service efficiency, effectiveness, and legibility along Highway 101 corridor to better serve existing and future transit customers. MASCOTS assesses existing ridership patterns, areas of overlapping or duplicative service, areas of underserved demand, and connections between services to meet the need/demands within the corridor.

Key findings from MASCOTS highlight that SMART has replaced Golden Gate Transit Route 101 as the predominant passenger choice for regional trips between Sonoma and Marin, transit routes on Highway 101 in southern Marin need to be streamlined, 70 percent of Sonoma and Marin travel to San Francisco originates in San Rafael or further south, and there is a need for local services to make stronger and more direct connections to SMART.

Regional transit recommendations include truncating Golden Gate Transit Route 101 service in Novato and increasing SMART frequency and span to ensure all-day high-quality transit between Sonoma and Marin counties.

The recommended service structure is for SMART to be the predominant Sonoma-Marin regional service provider, Golden Gate Transit to provide all-day express service from Marin to San Francisco, including frequent service connecting with SMART at San Rafael Transit Center, and peak period commute bus services from Sonoma and Marin counties direct to San Francisco. Golden Gate Ferry would continue to provide strong connections to/from SMART to connect riders to San Francisco. Sonoma County local transit service recommendations are for stronger and more direct connections to SMART. Marin Transit service recommendations are to provide local service along Highway 101 and connections to regional SMART, Ferry, and Golden Gate Transit services.

Service recommendations are designed to achieve a more legible network, better regional connections, and more frequency on key corridors. The proposed service changes will reinvest service hours where higher demand exists, improve the efficiency of existing resources, and is anticipated to result in increased ridership. MASCOTS service changes are intended to be implemented through a three-year pilot, starting in Spring 2026, with regular evaluation milestones to ensure it meets the intended goals and continues to be financially feasible.

Recommended SMART service changes constitute a 19% increase in trips, and include:

Weekday Service

- Increase from 42 to 48 trips (14% increase)
- Span of service increased from 4:30am – 10:00pm to 4:00am – 11:15pm
- Elimination of midday maintenance of way service window
- Trips added to fill midday and PM peak hour gaps, and offer later service
- Consistent 32 – 64-minute frequency all day

Weekend Service

- Increase from 16 to 24 trips (50% increase)
- Span of service increased from 7:00am – 9:00pm to 7:00am – 11:00pm
- Increase in frequency to 64-96 minutes

The MASCOTS Plan is being presented to various boards and committees from late June through August, and an engagement campaign will survey current and potential transit riders throughout July and August. Any revisions to the plan will be included in a final document presented for adoption in September to your Board.

FISCAL IMPACT: While the plan was designed to be revenue hour neutral, the recommended increases to SMART service are not cost neutral; estimated total cost for the 19% service increase is \$2.5M. The MASCOTS agencies have worked together to come up with a funding plan for the three-year pilot. The revenue hours shifts between counties and projected ridership changes will affect the shares that agencies receive through the coordinated claim formulas in each county. Funding shifts between agencies, along with additional contributions, will ensure that the package of changes is fully funded and all funding eligibilities and requirements are met.

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

Respectfully,

 /s/
Emily Betts
Planning Manager



Chris Coursey, Chair
Sonoma County Board of Supervisors

July 16, 2025

Mary Sackett, Vice Chair
Marin County Board of Supervisors

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

Janice Cader Thompson
Sonoma County Mayors' and
Councilmembers Association

SUBJECT: Budget Amendment #1 – Amends the Fiscal Year 2025/2026 Adopted Budget.

Kate Colin
Transportation Authority of Marin

Dear Board Members:

Victoria Fleming
Sonoma County Mayors' and
Councilmembers Association

RECOMMENDATIONS:

Adopt Resolution No. 2025-20, amending Resolution No. 2025-19, the Fiscal Year 2025/2026 Adopted Budget to increase appropriation authority and position authority.

Patty Garbarino
Golden Gate Bridge,
Highway/Transportation District

SUMMARY:

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

Ariel Kelley
Sonoma County Mayors' and
Councilmembers Association

Eric Lucan
Marin County Board of Supervisors

1) Budget \$200,000 in Local Partnership Program funds to match \$200,000 in Measure Q sales and use tax funds which are already budgeted for a total of \$400,000 to purchase a Hi-rail Boom Truck.

Mark Milberg
Transportation Authority of Marin

2) Increase the amount paid to California Department of Tax and Fee Administration for collection of SMART's sales and use tax by \$156,074 for a total of \$839,870. The actual amount was not received until after the budget went to the Board of Directors for approval. Funds are available from the fund balance.

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gabe Paulson
Marin County Council of Mayors and
Councilmembers

3) Add back the Limited-Term General Counsel position and fund for a period of two months (July & August) of Fiscal Year 2026. This is an increase of \$72,238. The new Assistant General Counsel just started in June, and to prevent loss of institutional knowledge, the Legal department needs several months' overlap. The hiring process for this position took much longer than anticipated. Funds are available from the fund balance.

David Rabbitt
Sonoma County Board of Supervisors

Eddy Cumins
General Manager

4) Add \$76,000 for non-revenue vehicles. Three of the vehicles that were expected to arrive in Fiscal Year 2025 didn't arrive and three of the vehicles that we expected to arrive in Fiscal Year 2026 arrived in Fiscal Year 2025. The difference is \$76,000 which will come from the fund balance.

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

- 5) SMART and the Teamster, Local 665, reached agreement on a three-year contract. This contract affects five employees. The contract calls for a 4% Cost of Living Adjustment (COLA) in Fiscal Year 2026. A 3% COLA was in the Board Adopted Budget. There is also a 1% equity adjustment for the Track Maintenance Supervisors. The total cost of this is estimated to be \$73,579 in Fiscal Year 2026. These changes are highlighted in yellow in Appendix C.

Position	Current Max	1% Equity Adj.	4% COLA	Total
Signal Supervisor	\$ 68.43	\$ -	\$ 2.74	\$ 71.17
Track Maintenance Supervisor	\$ 64.03	\$ 0.64	\$ 2.59	\$ 67.26
Facilities Maintenance Supervisor	\$ 64.18	\$ -	\$ 2.57	\$ 66.75

- 6) MASCOTS- SMART is increasing headcount in Fiscal Year 2026 by 13 positions to support the 19% increase in service. The new positions in the table below will be filled in Fiscal Year 2026 in anticipation of an April 1, 2026, start date. The total funding required for start-up costs is \$486,399 and April – June service costs is estimated at \$635,950 for a total cost of \$1,122,349 for Fiscal Year 2026. MTC has committed \$600,000 towards this service in Fiscal Year 2026. This leaves a balance of \$522,349. SMART is actively seeking additional funds to make up this shortfall. If additional funds are not forthcoming through MTC or an outside entity, SMART will absorb that remainder from the fund balance. These changes are highlighted in orange in Appendix C.

Position	Current # of Positions	New Positions	Total
Bride Tender	3	1	4
Engineer/ Conductors	34	5	39
Operation Communication Specialist	2	2	4
Signal Technician	8	1	9
Track Maintenance - Laborers	2	1	3
Track Maintainer II	1	1	2
Vehicle Maintenance - Laborers	10	1	11
Vehicle Maintenance Technician	12	1	13
	72	13	85

- 7) Increase the Freight budget by \$24,500 to fund emergency bridge repairs on the Blackpoint Bridge. State grant funds will be used for these repairs.

FISCAL IMPACT: These changes result in a reduction of the fund balance of \$900,239 for passenger rail. Freight expenditures will increase by \$24,500 but will be offset by state grant revenue.

REVIEWED BY: [x] Finance _____ [x] Counsel _____/S/_____

Sincerely,
 /S/
 Heather McKillop
 Chief Financial Officer

- Attachment(s): Resolution No. 2025-20 – FY 2025/2026 Budget Amendment #1,
- o Revised Appendix A
 - o Revised Appendix B
 - o Revised Appendix C

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

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

WHEREAS, as part of its approval of the Annual Budget for Fiscal Year 2025-2026, the Board of Directors considered employee positions and fixed the compensation and salary for those positions; and

WHEREAS, the Board desires to Amend the Annual Budget Resolution No. 2025-19 to increase expenditure authority and provide for revised position authority.

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

NOW, THEREFORE, BE IT ALSO RESOLVED, that position authority in Resolution No. 2025-19 Fiscal Year 2025-2026 Adopted Budget, Appendix C is hereby amended.

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

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 16th day of July 2025, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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

Appendix A - Passenger Rail/Pathway Sources & Uses			
FISCAL YEAR 2025-2026 DRAFT BUDGET - SOURCES			
	FY 26 Budget	Amendment #1	Total
Beginning Fund Balance *	\$ 61,508,650		\$ 61,508,650
Revenues			
SMART S&U Tax			
Measure Q	\$ 48,300,300		\$ 48,300,300
Measure Q Cost of Collection	\$ (683,796)	\$ (156,074)	\$ (839,870)
Net Sales & Use Tax	\$ 47,616,504	\$ (156,074)	\$ 47,460,430
Measure Q Roll Forward	\$ 3,975,611		\$ 3,975,611
Transfer from Capital Fund	\$ -		\$ -
Transfer from Corridor Reserve	\$ 1,500,000		\$ 1,500,000
Subtotal	\$ 53,092,115	\$ (156,074)	\$ 52,936,041
Federal Funds			
5307 - Urbanized Area Formula Funds (Preventative Maintenance)	\$ 4,246,710		\$ 4,246,710
5337 - Federal State of Good Repair Funds	\$ 4,937,716		\$ 4,937,716
Discretionary Earmark	\$ 1,520,000		\$ 1,520,000
FTA / OBAG 2 - Hanna Ranch to Vintage Way	\$ 91,600		\$ 91,600
FTA/ OBAG 3 - Hanna Ranch to Vintage Way	\$ 171,750		\$ 171,750
Subtotal	\$ 10,967,776	\$ -	\$ 10,967,776
State Funds			
AHSC - Affordable Housing and Sustainable Communities	\$ 1,610,000		\$ 1,610,000
Caltrans Sustainability Communities Competitive Planning Grant	\$ 159,354		\$ 159,354
ITIP - Complete Streets	\$ 896,000		\$ 896,000
LCTOP - Low Carbon Transit Operating	\$ 760,918		\$ 760,918
LPP - Local Partnership Program	\$ 727,443	\$ 200,000	\$ 927,443
SRA - State Rail Assistance	\$ 3,700,000		\$ 3,700,000
STA - State Transit Assistance (Population)	\$ 1,309,770		\$ 1,309,770
STA - State Transit Assistance (Revenue)	\$ 2,094,129		\$ 2,094,129
STA - SGR (State of Good Repair)	\$ 363,183		\$ 363,183
State Funds - Shuttle Service	\$ 250,000		\$ 250,000
TIRCP - Windsor to Healdsburg	\$ 1,380,000		\$ 1,380,000
Subtotal	\$ 13,250,797	\$ 200,000	\$ 13,450,797
Regional Funds			
Regional Measure 3 (RM3)	\$ 1,048,400		\$ 1,048,400
MTC - MASCOTS	\$ -	\$ 600,000	\$ 600,000
Subtotal	\$ 1,048,400	\$ 600,000	\$ 1,648,400
Other Sources			
Advertising	\$ 175,000		\$ 175,000
Charges for Services	\$ 112,851		\$ 112,851
Fare Revenues - Passenger Rail	\$ 2,541,000		\$ 2,541,000
Fare Revenues - Shuttle	\$ 8,000		\$ 8,000
Interest Earning	\$ 800,000		\$ 800,000
Misc.	\$ 55,885		\$ 55,885
Parking	\$ 17,580		\$ 17,580
Rent - Real Estate	\$ 494,025		\$ 494,025
Other Governments/Private Sector	\$ 1,534,821		\$ 1,534,821
Subtotal	\$ 5,739,161		\$ 5,739,161
Total Revenues	\$ 84,098,249	\$ 643,926	\$ 84,742,175
Total Revenues + Fund Balance	\$ 145,606,899	\$ 643,926	\$ 146,250,825
FISCAL YEAR 2025-2026 DRAFT BUDGET - USES			
	FY 26 Budget	Amendment #1	Total
Debt Service	\$ 16,996,844		\$ 16,996,844
Salaries & Benefits	\$ 30,549,100	\$ 1,046,346	\$ 31,595,446
Reduction for Salaries Charged to Projects	\$ (1,663,687)		\$ (1,663,687)
Reduction for Allocation of Salaries/ Services/ Supplies to Freight	\$ (34,944)		\$ (34,944)
Service & Supplies	\$ 18,382,301	\$ 221,819	\$ 18,604,120
Total Salaries, Benefits, Service, & Supplies	\$ 47,232,770	\$ 1,268,165	\$ 48,500,935
Contribution to OPEB/ CalPERS Liability Fund	\$ 750,000		\$ 750,000
Contribution to Capital Sinking Fund	\$ 1,000,000		\$ 1,000,000
Operating Reserve	\$ 1,231,027		\$ 1,231,027
Total Reserve Contributions	\$ 2,981,027	\$ -	\$ 2,981,027
Total Debt Service, Operating, Reserves	\$ 67,210,640	\$ 1,268,165	\$ 68,478,806
Balance	\$ 78,396,259	\$ (624,239)	\$ 77,772,019
Non-Capital Projects	\$ 4,658,214		\$ 4,658,214
Total Non-Capital Projects	\$ 4,658,214	\$ -	\$ 4,658,214
State of Good Repair and Projects	\$ 8,831,723		\$ 8,831,723
Total State of Good Repair	\$ 8,831,723	\$ -	\$ 8,831,723
Capital Projects			
Equipment	\$ 2,576,151		\$ 2,576,151
Facilities	\$ 6,683,886		\$ 6,683,886
Infrastructure	\$ -		\$ -
Non-Revenue Vehicles	\$ 346,000	\$ 276,000	\$ 622,000
Land Acquisition	\$ -		\$ -
Total Capital Expenditures	\$ 9,606,037	\$ 276,000	\$ 9,882,037
Ending Fund Balance	\$ 55,300,285	\$ (900,239)	\$ 54,400,045

Appendix B - Freight Sources and Uses				
Fiscal Year 2025-2026 Budget (Estimated)				
		FY 26 Budget	Amendment #1	Total
	Beginning Fund Balance	\$ -		\$ -
	Revenues			
	California State Transportation Agency (Cal STA)	\$ -		\$ -
	CA Priority Legislative Budget Projects 2023	\$ 750,000		\$ 750,000
	CA Priority Legislative Budget Projects 2024	\$ 237,648	\$ 24,500	\$ 262,148
	Caltrans SR 37 Construction Support	\$ 7,000		\$ 7,000
	State Shortline Grant	\$ 339,771		\$ 339,771
	Freight Movement Fees	\$ 800,000		\$ 800,000
	Leases	\$ 270,000		\$ 270,000
	Storage	\$ 40,000		\$ 40,000
	45(g) Tax Credit	\$ 251,000		\$ 251,000
	Misc.	\$ 10,000		\$ 10,000
	Total Revenues	\$ 2,705,419	\$ 24,500	\$ 2,729,919
	Total Revenues + Fund Balance	\$ 2,705,419	\$ 24,500	\$ 2,729,919
	Expenditures			
	Salaries & Benefits	\$ 1,075,089		\$ 1,075,089
	Services & Supplies	\$ 943,789		\$ 943,789
	Blackpoint Bridge Emergency Repair	\$ -	\$ 24,500	\$ 24,500
	SR 37 Grade Crossing PE Review	\$ 7,000		\$ 7,000
	Tie Replacement	\$ 50,000		\$ 50,000
	Brazos Branch - Novato Creek	\$ 54,121		\$ 54,121
	Brazos Branch - Sears Point Drainage	\$ 217,974		\$ 217,974
	Brazos Branch - Wingo - Sonoma Creek	\$ 203,205		\$ 203,205
	Grade Crossing Repair	\$ 154,240		\$ 154,240
	Total	\$ 2,705,419	\$ 24,500	\$ 2,729,919
	Ending Fund Balance	\$ -	\$ -	\$ -

Appendix C - Position Authorization

# of Positions	Position Title	Hourly		Annual	
		Min	Max	Min	Max
Administive					
1	Accountant I	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Accounting Manager	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
1	Accounts Payable Technician	\$ 32.29	\$ 40.36	\$ 67,163.20	\$ 83,948.80
3	Administrative Assistant	\$ 33.10	\$ 41.38	\$ 68,848.00	\$ 86,070.40
1	Assistant General Counsel	\$ 93.38	\$ 116.73	\$ 194,230.40	\$ 242,798.40
1	Associate Planner	\$ 44.30	\$ 55.38	\$ 92,144.00	\$ 115,190.40
1	Budget and Finance Manager	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
1	Buyer I	\$ 39.15	\$ 48.90	\$ 81,432.00	\$ 101,712.00
1	Chief Financial Officer	\$ 122.45	\$ 153.06	\$ 254,696.00	\$ 318,364.80
1	Clerk of the Board/ Executive Assistant	\$ 47.94	\$ 59.93	\$ 99,715.20	\$ 124,654.40
2	Communications and Marketing Coordinator	\$ 41.33	\$ 51.66	\$ 85,966.40	\$ 107,452.80
1	Communications and Marketing Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Communications and Marketing Specialist	\$ 56.98	\$ 71.23	\$ 118,518.40	\$ 148,158.40
1	General Counsel	\$ 122.52	\$ 153.15	\$ 254,841.60	\$ 318,552.00
1	Limited Term General Counsel (August 31st)	\$ 122.52	\$ 153.15	\$ 254,841.60	\$ 318,552.00
1	General Manager	\$ 156.92	\$ -	\$ 326,393.60	\$ -
2	Grants and Budget Analyst	\$ 54.24	\$ 67.80	\$ 112,819.20	\$ 141,024.00
1	Grants and Legislative Affairs Manager	\$ 78.52	\$ 98.15	\$ 163,321.60	\$ 204,152.00
1	Human Resources Analyst	\$ 47.71	\$ 59.58	\$ 99,236.80	\$ 123,926.40
1	Human Resources Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Information Systems Analyst	\$ 47.94	\$ 59.93	\$ 99,715.20	\$ 124,654.40
1	Information Systems Manager	\$ 78.56	\$ 98.20	\$ 163,404.80	\$ 204,256.00
1	Information Systems Technician	\$ 42.37	\$ 52.96	\$ 88,129.60	\$ 110,156.80
1	Legal Administrative Assistant	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Ops Information Systems Technician	\$ 45.63	\$ 57.04	\$ 94,910.40	\$ 118,643.20
1	Payroll Technician	\$ 34.07	\$ 42.59	\$ 70,865.60	\$ 88,587.20
1	Planning Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Procurement and Contracts Analyst	\$ 50.37	\$ 62.96	\$ 104,769.60	\$ 130,956.80
1	Procurement and Contracts Manager	\$ 71.16	\$ 88.95	\$ 148,012.80	\$ 185,016.00
1	Real Estate Manager	\$ 84.55	\$ 105.69	\$ 175,864.00	\$ 219,835.20
1	Regulatory Compliance & Civil Rights Manager	\$ 76.64	\$ 95.80	\$ 159,411.20	\$ 199,264.00
1	Senior Buyer	\$ 55.60	\$ 69.50	\$ 115,648.00	\$ 144,560.00
1	Senior Management Analyst	\$ 61.33	\$ 76.66	\$ 127,566.40	\$ 159,452.80
1	Senior Planner	\$ 56.98	\$ 71.23	\$ 118,518.40	\$ 148,158.40
1	Senior Real Estate Officer	\$ 56.95	\$ 71.19	\$ 118,456.00	\$ 148,075.20
	Interns (Multiple)		\$ 20.00	\$ -	\$ 41,600.00
39					
# of Positions	Position Title				
Capital					
2	Assistant Engineer	\$ 50.37	\$ 62.96	\$ 104,769.60	\$ 130,956.80
2	Associate Engineer	\$ 58.41	\$ 73.01	\$ 121,492.80	\$ 151,860.80
1	Chief Engineer	\$ 100.47	\$ 125.59	\$ 208,977.60	\$ 261,227.20
1	Junior Engineer	\$ 43.44	\$ 54.30	\$ 90,355.20	\$ 112,944.00
1	Manager Train Control Systems	\$ 100.47	\$ 125.59	\$ 208,977.60	\$ 261,227.20
1	Principal Engineer	\$ 78.56	\$ 98.20	\$ 163,404.80	\$ 204,256.00
1	Senior Engineer	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
9					

# of Positions	Position Title				
Operations					
1	Administrative Services Specialist	\$ 47.93	\$ 59.91	\$ 99,694.40	\$ 124,612.80
3	Bridge Tender	\$ —	\$ 35.83	\$ —	\$ 74,526.40
4	Bridge Tender	\$ -	\$ 35.83	\$ -	\$ 74,526.40
1	Chief Operating Officer	\$ 105.65	\$ 132.06	\$ 219,752.00	\$ 274,684.80
1	Chief of Police	\$ 91.04	\$ 113.80	\$ 189,363.20	\$ 236,704.00
3	Code Compliance Officer	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
6	Conductor *	\$ -	\$ 46.88	\$ -	\$ 97,510.40
	Conductor Trainee*	\$ -	\$ 39.86	\$ -	\$ 82,908.80
28	Engineer *	\$ —	\$ 56.37	\$ —	\$ 117,249.60
33	Engineer *	\$ -	\$ 56.37	\$ -	\$ 117,249.60
	Engineer Trainee*	\$ -	\$ 47.91	\$ -	\$ 99,652.80
1	Facilities Maintenance Supervisor	\$ 52.80	\$ 64.18	\$ 109,824.00	\$ 133,494.40
1	Facilities Maintenance Supervisor		\$ 66.75	\$ -	\$ 138,840.00
3	Facilities Maintenance Technician		\$ 44.81	\$ -	\$ 93,204.80
2	Inventory and Parts Clerk	\$ 34.07	\$ 42.59	\$ 70,865.60	\$ 88,587.20
1	Materials Sourcing Specialist	\$ 39.33	\$ 49.16	\$ 81,806.40	\$ 102,252.80
1	Inventory and MMS Manager	\$ 61.34	\$ 76.68	\$ 127,587.20	\$ 159,494.40
1	Lead Facility Maintenance Engineer	\$ -	\$ 49.29	\$ -	\$ 102,523.20
1	Maintenance of Way Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
1	Maintenance of Way Superintendent	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
2	Operation Communication Specialist	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
4	Operation Communication Specialist	\$ 38.39	\$ 47.99	\$ 79,851.20	\$ 99,819.20
1	Safety & Compliance Officer	\$ 69.40	\$ 86.75	\$ 144,352.00	\$ 180,440.00
1	Senior Administrative Assistant	\$ 36.53	\$ 45.66	\$ 75,982.40	\$ 94,972.80
1	Senior Code Compliance Officer	\$ 43.07	\$ 53.83	\$ 89,580.40	\$ 111,969.52
2	Signal Supervisor	\$ 56.31	\$ 68.43	\$ 117,124.80	\$ 142,334.40
2	Signal Supervisor	\$ -	\$ 71.17	\$ -	\$ 148,033.60
8	Signal Technician **	\$ —	\$ 59.34	\$ —	\$ 123,427.20
9	Signal Technician **	\$ -	\$ 59.34	\$ -	\$ 123,427.20
	Signal Technician Trainee (2) **	\$ -	\$ 44.50	\$ -	\$ 92,560.00
2	Track Maintenance - Laborers	\$ —	\$ 33.50	\$ —	\$ 69,680.00
3	Track Maintenance - Laborers	\$ -	\$ 33.50	\$ -	\$ 69,680.00
5	Track Maintainer I	\$ -	\$ 44.38	\$ -	\$ 92,310.40
1	Track Maintainer II	\$ —	\$ 48.82	\$ —	\$ 101,545.60
2	Track Maintainer II	\$ -	\$ 48.82	\$ -	\$ 101,545.60
2	Track Maintenance Supervisor	\$ 52.67	\$ 64.03	\$ 109,553.60	\$ 133,182.40
2	Track Maintenance Supervisor	\$ -	\$ 67.26	\$ -	\$ 139,900.80
1	Transportation Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
1	Transportation Superintendent	\$ 67.73	\$ 84.66	\$ 140,878.40	\$ 176,092.80
12	Transportation Supervisor	\$ 59.87	\$ 74.84	\$ 124,529.60	\$ 155,667.20
10	Vehicle Maintenance - Laborers		\$ 34.31	\$ —	\$ 71,364.80
11	Vehicle Maintenance - Laborers		\$ 34.31	\$ -	\$ 71,364.80
1	Vehicle Maintenance Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
5	Vehicle Maintenance Supervisor	\$ 59.87	\$ 74.84	\$ 124,529.60	\$ 155,667.20
12	Vehicle Maintenance Technician ***		\$ 54.23	\$ —	\$ 112,798.40
13	Vehicle Maintenance Technician ***		\$ 54.23	\$ -	\$ 112,798.40
	Vehicle Maintenance Tech Trainee (2) ***		\$ 40.67	\$ -	\$ 84,593.60
134					

# of Positions	Position Title				
Freight					
0.5	Administrative Assistant	\$ 33.10	\$ 41.38	\$ 68,848.00	\$ 86,070.40
1	Freight Manager	\$ 80.52	\$ 100.65	\$ 167,481.60	\$ 209,352.00
3	Freight Utility Worker	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
2	Freight Utility Worker/ Dispatcher	\$ 37.45	\$ 46.81	\$ 77,896.00	\$ 97,364.80
6.5					
Total FTE	188.5				

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Total positions cannot exceed 39.
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Total positions cannot exceed 9.

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Total positions cannot exceed 13.
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