



**BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

June 21, 2017 – 1:30 PM

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

1. Call to Order
2. Approval of the June 7, 2017 Board Meeting Minutes
3. Public Comment on Non-agenda Items
4. Board Member Announcements
5. General Manager's Report
6. Consent
 - a. Approval of Monthly Financial Reports
7. Authorize the General Manager to Execute Nine (9) Contract Amendments Totaling \$595,116 for the Start of Fiscal Year 2017-18
8. Approve LTK Engineering Services Contract Amendment No. 15 to Contract No. VS-PS-09-001 in an amount of \$711,500
9. Authorize the General Manager to execute an agreement with Maze & Associates for Independent Year-End Audit services for an initial three-year term with two options to extend for an amount of \$221,566
10. Approve RailPros, Inc. Contract Amendment No. 3 to Contract No. CV-PS-15-005 for Construction Support for the Construction of the Larkspur Extension Project in an amount of \$369,342

11. Approve Resolution Authorizing the Award of Contract CV-DB-16-001 to Stacy and Witbeck/ Herzog, Joint Venture for the Construction of the Larkspur Extension Project for an amount of \$36,300,000
 - a. Authorize the General Manager to spend up to five (5) percent of the contract amount (\$1,815,000) to serve as contingency for unanticipated costs
 - b. Direct the General Manager to issue a Limited Notice-to-Proceed not-to-exceed \$16,765,514.70 until the Federal Transit Administration (FTA) funding grant has been executed
 - c. Approve a Resolution Authorizing the General Manager to execute a Memorandum of Understanding with the City of San Rafael for the Larkspur Extension Project
12. Approval and Adoption of Fiscal Year 2016-17 Year-End Financial Report, Proposed Preliminary Fiscal Year 2017-18 Budget and Ratify the Annual Appropriation Limit for Fiscal Year 2017-18
13. Next Regular Meeting Board of Directors, July 19, 2017 – 1:30 PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
14. Adjournment

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SMART at least 72 hours prior to the meeting to ensure arrangements for accommodation. Please contact the Clerk of the Board at (707) 794-3072 or dial CRS 711 for more information.

DOCUMENTS: Documents distributed by SMART for its monthly Board meeting or committee meetings, and which are not otherwise privileged, may be inspected at SMART's office located at 5401 Old Redwood Highway, Suite 200, Petaluma, CA 94954 during regular business hours. Documents may also be viewed on SMART's website at: www.sonomamarintrain.org. Materials related to an item on this Agenda submitted to SMART after distribution of the agenda packet are available for public inspection at the SMART Office. For information about accessing SMART meetings by public transit, use the trip planner at www.511.org



**BOARD OF DIRECTORS
REGULAR MEETING MINUTES**

June 7, 2017 – 12:00 PM

(Please Note Early Start time)

Rail Operations Center

3748 Regional Parkway

Santa Rosa, CA 95403

(Please Note Change in Location)

1. Call to Order

Chair Fudge called the meeting to order at 12:00 PM. Directors Arnold, Eddie, Hillmer, Lucan, Mackenzie, Pahre, Phillips, Rabbitt, Russell, Sears and Zane were present.

Closed Session Urgency Item

Chair Fudge stated that SMART's General Manager has a Closed Session Urgency Item which came to the District's attention since the posting of the agenda, facts and circumstances have arisen that necessitate immediate action - Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations.

Property: APN: 128—442-014 (at 228018 8th Street East, Sonoma County);

Negotiating Parties: Farhad Mansourian – Victory Station Group

MOTION (2/3 required): Director Sears moved approval to include Closed Session Urgency Item - Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations. Director Arnold Second. The motion carries 12-0-0.

Chair Fudge announced that the meeting today will be adjourned in memory of Dietrich Stroeh. Mr. Stroeh was a huge supporter of SMART and current President of the Board of Directors for Golden Gate Transit.

2. Approval of the May 17, 2017 Board Meeting Minutes

MOTION: Director Eddie moved approval of May 17, 2017 minutes as presented. Director Russell second. The motion carries 11-0-0 (Director Pahre abstain).

3. Public Comment on Non-Agenda Items

Jennifer Mendoza (Novato Resident) stated that she is very excited about the start of passenger service. She voiced her concerns about SMART partnering with Uber and Lyft and not having adequate transportation for people with mobile disabilities at stations. She also stated that the Atherton Station does not have adequate ADA accessibility.

Peter Mendoza (Novato Resident) stated that in October 2015 he voiced his concerns that the restroom on the trains were not ADA compliant for wheelchair users. He stated that the Board needs to have policies in place regarding ADA. He urged the Board to consider a meeting to discuss.

4. Board Member Announcements

Director Mackenzie stated the Metropolitan Transportation Commission (MTC) has signed a Memorandum of Understanding and Contract Services with the Association of Bay Area Governments (ABAG) to offer fifty-eight ABAG employees employment with MTC.

Director Phillips stated that Quiet Zones are in effect in San Rafael and Novato areas and is happy to report that there have not been any problem. He also stated that the San Rafael High School Principal was very complementary of SMART's Outreach regarding Quiet Zones.

Director Lucan stated that the Novato City Council approved Phase 2 of the Downtown Novato Station construction at the City of Novato's expense.

Director Hillmer stated that at last month's Marin Mayors and Councilmembers Meeting, Marin County School representatives requested that SMART conduct Train Safety presentations at all Marin County Schools.

Chair Fudge welcomed all SMART staff to the meeting and stated that at the conclusion of the meeting a group photo will be taken.

5. General Manager's Report

Mr. Mansourian announced that on Tuesday, June 6, 2017 Quiet Zones became effective in Santa Rosa. SMART's Community Outreach Department will continue to inform the public about railroad safety at grade crossings. He stated that SMART will begin testing, on Thursday, June 8, 2017, with the 4:19am schedule.

Mr. Mansourian stated that the Transportation Authority of Marin (TAM), Whistlestop and ZipCar have formed a partnership and San Rafael residents will have ZipCar access at the Downtown San Rafael Station.

Mr. Mansourian responded to Mr. Mendoza's concerns about ADA compliance and Lyft Program. He said that SMART has replied to his concerns in writing. The Lyft Program is not a SMART program; however, Transportation Authority of Marin is in charge and is conducting research to be fully Americans with Disabilities Act (ADA) compliant. The SMART trains and stations are ADA compliant, the information received today about curb cuts on Novato's public street will be redirected to the City of Novato for further assessment.

Lastly, the City of Cotati has issued a Press Release stating its partnership with SMART to provide information for customers at the Cotati Train Depot. The Cotati Depot is located at 970 East Cotati Avenue and will offer information on fares, schedules, safety and other details about the new passenger rail service system.

6. Consent
 - a. Approval of Top Dog Media, LLC. Contract Agreement
 - b. Approval of Alliant Insurance Services, Inc. Contract for Insurance Brokerage and Risk Management Consultation Services Contact Amendment No. 2
 - c. Approval of Utah Transit Authority Contract Amendment No. 1

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

MOTION: Director Arnold moved approval of the Consent Agenda as presented. Director Lucan second. The motion carried 12-0-0

7. Authorize the General Manager to Award a Contract for Engineering Design and Construction Support Services - Payran Street to Southpoint Boulevard Multi-Use Pathway with Biggs Cardoso and Associates, Inc. for an amount not-to-exceed \$325,000

Chief Engineer Bill Gamlen gave an overview of the project, and the professional service contract with Biggs Cardoso and Associates for engineering design to develop construction plans for the section of SMART pathway from Payran Street to Southpoint Boulevard in Petaluma. The work is being funded with Sonoma County Transportation Authority Measure M sales tax revenue.

Construction funding for this work has been secured and is programmed for 2019. When design is complete, SMART will work with applicable resource agencies to acquire construction permits.

The following four (4) pathway segments are up next for construction: 1) San Pedro Road to Civic Center Station (San Rafael); 2) Franklin to Grant (Novato); 3) Rush Creek Road to San Marin Station (Novato); 4) Cotati Station to South East Railroad.

Directors' Comments

Director Rabbitt asked if this is a safe pedestrian segment of pathway. Mr. Gamlen responded yes. Director Rabbitt stated that this segment is used by homeless people. He

asked staff to prioritize frequently used pathways in the future.

Director Mackenzie stated that the City of Rohnert Park will have a continuous pathway from Golf Course Drive to Sonoma Mountain Village. The bicycle and pedestrians crossings at Rohnert Park Expressway and East Cotati Avenue are fully functional. This is a great demonstration of the value of the multi-use pathway in the community.

Director Zane stated that the Airport Boulevard at-grade crossing will be problematic for the Sonoma County Water Agency to get across to the station. There is a need for safety improvements at the Airport Boulevard crossing once funding becomes available.

MOTION: Director Mackenzie moved approval to Authorize the General Manager to Award a Contract for Engineering Design and Construction Support Services - Payran Street to Southpoint Boulevard Multi-Use Pathway with Biggs Cardosa and Associates, Inc. for an amount not-to-exceed \$325,000 as presented. Director Phillips second. The motion carried 12-0-0.

8. Authorize the General Manager to Execute an Agreement with Ventek Transit, Inc. for Operations, Maintenance and Revenue Collection Services for an amount not-to-exceed \$706,528

Chief Financial Officer Erin McGrath gave a brief overview of the Agreement with Ventek Transit. Ventek Transit Inc. is located in Petaluma and will provide maintenance services for SMART's Clipper Vending Machines for a not-to-exceed amount of \$706,528 over three years. Ventek will provide detailed monitoring information for each machine in the field to identify major issues. This is a very technical, specialized area of work that Ventek is uniquely able to provide.

MOTION: Director Arnold moved approval to Authorize the General Manager to Execute an Agreement with Ventek Transit, Inc. for Operations, Maintenance and Revenue Collection Services for an amount not-to-exceed \$706,528 as presented. Director Eddie second. The motion carried 12-0-0.

9. Receive Operations Readiness Report (*Discussion and Provide Direction*)

General Manager Farhad Mansourian stated the following highlights:

- 43 miles of track has been rebuilt;
- 24 bridges; 1 moveable bridge was reconstructed that replaced a 100-year-old bridge that took 15 minutes to turn;
- 63 at-grade crossings have been rebuilt;
- seven miles of bike path have been constructed ; and
- the creation of a 60-acre preserve

SMART has reached a significant milestone and is ready to start passenger service. Our readiness has triggered two significant events that need to occur prior to start of

passenger service: 1) full, final multi-discipline audit by the Federal Railroad Administration (FRA). Their team will arrive on Sunday and expect to conclude their inspections and audit by June 15th; and 2) U.S. Congress requires all passenger trains be equipped with Positive Train Control (PTC) by end of 2018, and in certain cases, by end of 2020. PTC hardware, software and testing that has cost us around \$50M. This enhanced safety feature prevents derailment due to speed, excessive speed due to human error.

SMART has completed over 2,000 individual PTC tests, more than 550 individual at-grade crossing tests and submitted over 10,000 pages of test documentation. SMART is now awaiting the FRA's review and final approval. As SMART awaits final approval from the FRA to start full passenger service they are inviting the public to give us feedback on what days would work best for them for a "soft launch" with free preview rides for the public.

Mr. Mansourian urged the public and board to visit the new website. Also, your Board decided to provide a free period, followed by a half price period from July to Labor Day. Since we are waiting for final FRA approval we recommend that we extend the free period to Opening Day.

I would like to thank the FRA, who have worked with us in partnership and with investment in our success; and the California Public Utility Commission (CPUC), whose team has been there to guide us, provide insight and to ensure the safety of all our passengers.

Finally, Madam Chair, members of the Board, thank you for your leadership and I would like to introduce the SMART family that made this possible.

Directors' Comments

Chair Fudge thanked the General Manager Mansourian and staff for all their hard work and dedication to the project. This is a huge milestone and now we need to receive final approval to start passenger service.

Director Pahre thanked the staff and is looking forward to riding the train together.

Director Lucan thanked the staff and said it's an incredible day and he continues to be amazed at the work that has been accomplished over the last few years.

Director Zane stated that she has been on the SMART's Board for eight years and is very thankful that the SMART recall was defeated and the hiring General Manager Mansourian took place which is what got us to this milestone.

Director Phillips thanked the staff and General Manager Mansourian for getting to this point. He asked for clarification on when passenger service will begin. Mr. Mansourian responded that it depends on final FRA approval; however, a "soft launch" can start as

early as next week.

Chair Fudge stated that no date will be announced today--everything is dependent upon the FRA audit that will be conducted next week.

Director Russell stated that she has been on the SMART Board for eight years and it has been some ride. Also, every day she works for SMART, she is inspired even through tough times. She thanked all staff for all their hard work and dedication and is looking forward to the train going to Cloverdale.

Director Sears stated that it is very complex and complicated to bring a passenger rail back to in service. She is very excited and looking forward for the public to ride this fantastic train and thanked all staff.

Director Eddie stated that it has been a long time waiting for this day to finally come. He thanked General Manager Mansourian and staff for all their hard work and dedication on this project.

Director Arnold said that she recalls when she received a call from the former Chair Brown stating that SMART needed to hire a General Manager. She is very happy and excited that she was able to bring in Farhad Mansourian to be SMART's General Manager.

Director Hillmer said everyone should be recognized for all the work that has taken place to get to this milestone. He is looking forward to the next SMART success when the train goes to Larkspur and Cloverdale.

Director Rabbitt thanked the staff, general manager, and management for all their work. He is very proud to say that SMART built a new piece of infrastructure that will be here for future generations. This train system will transform transportation and he is looking forward to expanding in the near future.

Director Mackenzie acknowledged a few past SMART Chair members: Tim Smith, Bob Jehn, Mike Kerns, Valerie Brown, Judy Arnold and Debora Fudge and the SMART staff. He also acknowledged people who are no longer with us Charles McGlashan--the train color green is named after him on the train. Also others like Bill Kortum, George Elman, and Dietrich Stroeh who believed in the vision that was placed on paper. Lastly the Friends of SMART have been huge supporters.

Chair Fudge told the story of how the color green was selected for the train. She said that she and Mr. McGlashan were the two board members that traveled to Japan to evaluate the different types of trains. She wants the urban legend to continue because the green trains honor Charles McGlashan. We are at this moment when SMART will finally open its doors to the public, just pending final FRA approval.

Public Comments

Steve Birdlebough (Friends of SMART) stated that everyone is looking forward to the Opening Day; however, it's a process and patience is needed and an important milestone has been accomplished.

Mike Peckner mentioned that the Railroad Magazine has an article about SMART.

Chair Fudge adjourned the Board to closed session at 1:06PM to discuss the following:

10. Closed Session

- a. Conference with the Chief of Police and General Manager regarding security of public services and public facilities pursuant to California Government Code Section 54957.
- b. Conference with Labor Negotiator General Manager pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Employees: All collective bargaining units
- c. Added: Closed Session Urgency Item - Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations.
Property: APN: 128—442-014 (at 228018 8th Street East, Sonoma County);
Negotiating Parties: Farhad Mansourian – Victory Station Group

11. Report Out of Closed Session

Chair Fudge reported out of closed session at 4:58PM on the following:

- a. Conference with the Chief of Police and General Manager regarding security of public services and public facilities pursuant to California Government Code Section 54957.
Report Out: No action taken
- b. Conference with Labor Negotiator General Manager pursuant to California Government Code Section 54957.6
Agency Designated Representative: General Manager
Employees: All collective bargaining units
Report Out: Direction given to staff
- c. Closed Session Urgency Item - Conference with General Manager, Farhad Mansourian, pursuant to California Government Code Section 54956.8 regarding real estate property negotiations.
Property: APN: 128—442-014 (at 228018 8th Street East, Sonoma County);
Negotiating Parties: Farhad Mansourian – Victory Station Group
Report Out: Direction given to staff

12. Next Regular Meeting Board of Directors, June 21, 2017 – 1:30PM – 5401 Old Redwood Highway, 1st Floor, Petaluma, CA 94954
13. Adjournment – Meeting adjourned in Memory of Dietrich Stroeh at 5:00PM

Respectfully submitted,

Leticia Rosas-Mendoza
Clerk of the Board

Approved on: _____



Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers
Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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June 21, 2017

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

SUBJECT: Monthly Financial Reports

Dear Board Members:

RECOMMENDATION: Information Item

SUMMARY:

As of May 31, SMART ended the month with an unrestricted cash balance of \$53,615,436 and bond fund investments totaling \$20,974,250. Gross Sales Tax Revenue received through the month of May is \$27,145,104. Spending is currently below overall budgetary authority as approved by the Board. This report does not reflect revised year-end budget numbers which have not yet been approved by your Board and are part of Agenda Item 12 today.

Very truly yours,

Erin McGrath
Chief Financial Officer

Attachment(s): Monthly Financial Report
Contract Summary

SMART
Monthly Financial Report
As of May 2017

	FY 2016-17 Budget	YTD Actuals	Remaining Budget
Revenues			
Sales/Use Taxes	36,286,248	27,145,104	9,141,144
Interest Earnings	377,500	547,571	-
Rent - Real Estate	487,197	404,963	82,234
Federal - FHWA	1,619,924	1,151,427	468,497
Other Governments	2,478,177	2,113,423	364,754
Measure M	350,000	5,240	344,760
MTC - RM2	8,436,937	1,787,421	6,649,516
Fare Revenue	1,976,000	-	-
Charges For Services	30,000	151,102	-
State Grants	2,104,500	8,071	2,096,429
Federal FTA Funds	5,533,042	809,328	4,723,714
Miscellaneous Revenue	60,000	432,440	-
Revenue Total	59,739,525	34,556,090	23,871,048
Expenditures			
Administration			
Salaries & Benefits	4,199,937	3,539,757	660,180
Services & Supplies	6,110,569	4,026,434	2,084,136
Other Charges	18,791,927	12,593,359	6,198,569
Machinery & Equipment	63,210	63,208	2
	<u>29,165,644</u>	<u>20,222,757</u>	<u>8,942,887</u>
Capital			
Salaries & Benefits	1,096,770	872,484	224,286
Services & Supplies	317,703	221,668	96,035
Other Charges	172,636	62,636	110,000
Land	574,181	409,169	165,012
Machinery & Equipment	14,157,885	2,734,401	11,423,484
Infrastructure	22,109,809	19,671,338	2,438,472
Intangible Assets	2,000	2,000	-
	<u>38,430,983</u>	<u>23,973,695</u>	<u>14,457,289</u>
Operations			
Salaries & Benefits	10,311,865	8,096,389	2,215,476
Services & Supplies	4,810,834	2,507,082	2,303,752
Buildings & Capital Improvements	1,188,811	927,319	261,493
Appropriations for Contingencies	492,290	-	492,290
	<u>16,803,800</u>	<u>11,530,789</u>	<u>5,273,011</u>
Expenditure Total	84,400,428	55,727,242	28,673,186

Investment Report

	As of May 2017
Bond Reserve Fund	
Sonoma County Treasury Pool	17,072,500
Interest Fund	
Sonoma County Treasury Pool	2,012,559
Project Fund	
Sonoma County Treasury Pool	321,324
Principal Fund	
Sonoma County Treasury Pool	1,567,866
SMART Fund Balance	
Bank of Marin	11,664,956
Sonoma County Treasury Pool	41,950,480
	74,589,686



Contract Summary

Active Contracts as of June 1, 2017

Contractor	Scope	Fiscal Year 16-17 Projected	Fiscal Year 16-17 Actuals-To-Date
A.J. Janitorial Service	Janitorial Services for the ROC, Fulton, and Roblar	\$22,148	\$15,675
Adobe Associates Inc.	Real Property Support Services	\$12,000	\$0
Alcohol & Drug Testing Services, LLC	DOT Drug and Alcohol Testing	\$24,875	\$10,946
Alliant Insurance Services	Insurance Brokerage & Risk Management Services	\$69,000	\$0
Aramark Uniform Services	Employee Uniform Provider and Cleaning Service	\$17,987	\$5,938
Area West Environmental, Inc	Environmental Compliance Support Services	\$50,000	\$22,454
Barbier Security Group	Security Guard/Patrol Services	\$69,000	\$41,857
Bender Rosenthal, Inc.	Real Estate Support Services for Larkspur Extension	\$125,000	\$64,922
Bernadette Lambert	Right of Way Acquisition Legal Services	\$4,500	\$0
Bettin Investigations	Background Investigations	\$10,000	\$7,625
Big Cat Advertising	Digital Advertisement Services	\$18,000	\$16,500
BKF Engineers Inc.	Real Property Support Services	\$10,000	\$0
Burke, Williams & Sorensen, LLP	Litigation Support Services	\$150,000	\$111,831
Cal Accessibility, Inc.	ADA Compliance Support Services for CP4	\$25,000	\$6,636
CALOPPS - City of Foster City	Internet Employment Website - CALOPPS	\$2,000	\$0
Cascade Training Center	AED Program Management	\$1,750	\$1,750
Century Urban	Real Estate Advisory Services	\$18,513	\$14,138
Certified Employment Group	Temporary Staffing Services	\$40,000	\$34,761
CIH Services Inc.	Industrial Hygiene Testing and Related Services	\$12,000	\$7,737
Coates Field Service, Inc.	Real Estate Acquisition and Relocation Services	\$25,000	\$6,818
Conservation Corps North Bay	ROW Maintenance & Weed Abatement	\$40,000	\$7,669
CSW/Stuber-Stroeh Engineering Group	Real Property Services	\$18,000	\$0
David Rzepinski & Associates	Transit Market, Fare Analysis, Coordination	\$25,000	\$13,694
David Tattersall & Co.	Real Estate Appraisal Services	\$10,000	\$0
David Tattersall & Co. Real Estate Advisory Service	Real Estate Appraisal Services for Larkspur Extension	\$32,000	\$18,700
Dennis Walther	Electrical Service Design Review	\$5,200	\$5,200
Diego Truck Repair	Towing, Recoveries, Demolition, and Related Services	\$8,000	\$0
Dr. Mark Clementi	Pre-Employment Psychological Evaluations	\$34,250	\$19,180
eLock Technologies, LLC	Station Bike Lockers and Maintenance Services	\$274,161	\$0
Empire Cleaners	Uniform Dry-Cleaning, Laundering, and Related Services	\$8,465	\$1,127
Emtec Consulting Services, LLC	Oracle Accounting System Support Services	\$64,761	\$53,390
ePath Learning, Inc.	Cloud-Based Training / Learning Management Software	\$6,000	\$0
George Hills Company, Inc.	Third Party Claims Administration Services	\$16,645	\$4,556
GHD, Inc.	SWPP Compliance, AutoCAD Management, Traffic and Hydraulic Analysis for CP4	\$168,778	\$94,240
GP Crane & Hoist Services	Cal/OSHA Crane Inspection Services	\$900	\$450
Granicus, Inc.	Media Streaming & Internet Broadcasting Services	\$8,000	\$7,205
Hanson Bridgett LLP	Legal Services	\$170,000	\$125,158
HDR Engineering, Inc.	Movable Bridge Support	\$1,245	\$1,244
Holland Company	Testing and Measuring Track Geometry, Track Strength, Rail Profile, and Related Services	\$24,000	\$24,000
Hulcher Services, Inc.	Derailment & Hazmat Services	\$40,000	\$0
ICF Jones & Stokes, Inc.	Environmental Permitting Management and Support Services	\$210,000	\$204,617
Intellectra, Inc.	Internet/Cellular Tower Maintenance Services	\$35,750	\$27,541
Intelligent Technology Solutions, Inc.	Maximo MMS Implementation and Support Services	\$314,857	\$274,759
Interwest Consulting Group	Acquisition and Relocation Services	\$3,749	\$1,330
Irwin Inc.	Construction Contract Document Preparation	\$20,000	\$0
James Flageollet	Legal Services	\$129,180	\$127,875
John Zanzi	Fire and Life Safety Planning	\$20,000	\$9,088

Contractor	Scope	Fiscal Year 16-17 Projected	Fiscal Year 16-17 Actuals-To-Date
Kathy Wood & Associates	Acquisition and Relocation Services	\$36,252	\$0
Krebs Construction Services, Inc	Project Cost Management Services	\$1,000	\$683
Kurland Digital	Website Hosting and Support Services	\$700	\$700
LTK Engineering Services	Vehicle and Systems Design and Construction Management Services	\$2,894,583	\$1,944,696
Macias Gini & O'Connell LLP (MGO)	Financial Audit Services	\$44,401	\$44,401
Maggiora & Ghilotti, Inc.	Non-Motorized Pathway E. Cotati Ave to Golf Course Drive	\$1,169,955	\$1,167,830
Managed Health Network	Employee Assistance Program (EAP) Services	\$1,910	\$1,544
Masabi LLC	SMART Mobile Ticketing Pilot Project	\$135,000	\$0
MGrödner, LLC	Project Management Services	\$50,000	\$42,653
Moore Iacofano Goltsman, Inc.	Marketing Implementation and Website Design	\$39,500	\$34,725
Nelson\Nygaard Consulting Associates, Inc.	Bicycle Parking Investment Plan	\$2,351	\$2,351
Netspeed Solutions, Inc.	Avaya IP Office Support and Professional Services at Petaluma, ROC, and MOW	\$5,300	\$5,300
Netspeed Solutions, Inc.	Avaya IP Office Support and Professional Services at Roblar	\$10,823	\$10,815
Networken Inc.	Design Information Architecture for Document and Project Management Technology	\$62,664	\$54,275
North Bay SAP Services	Substance Abuse Professional Services	\$5,000	\$0
Nossaman LLP	Legal Services - Railroad Regulatory Issues & Transit D-B Projects	\$201,955	\$131,631
Occupational Health Centers of CA	Pre-Employment Evaluation Services	\$21,950	\$11,587
Oracle	Fusion Enterprise Resource Planning (ERP) Software & Hosting Services	\$47,880	\$35,910
Parks Electric	Installation of Power Circuits and Related Electrical Work at the Roblar Facility	\$2,775	\$2,775
Parodi Investigative Solutions	Pre-Employment Background Investigation Services	\$24,600	\$20,250
Paychex, Inc.	Payroll Processing Services	\$21,632	\$20,308
PGH Wong Engineering	Construction Management Support Services	\$87,970	\$87,970
Platinum Advisors, LLC	State Legislative Advocacy Services	\$120,000	\$100,000
Portola Systems, Inc.	SMART Station Network Configuration Services	\$277,284	\$269,904
Public Financial Management, Inc.	Financial Advisory Services	\$5,000	\$0
Public Financial Management, Inc.	Arbitrage Rebate Compliance Services	\$2,000	\$0
RailPros, Inc.	Professional Engineering Services for Larkspur Extension	\$761,653	\$709,233
Reforestation Services, Inc.	Vegetation Control Services	\$23,206	\$20,579
ServPro of Lake Mendocino and Sonoma County	Biohazard Clean-Up and Hazmat Services	\$24,360	\$0
Shimmick Construction Co, Inc.	D/B Construction of IOS2, Haystack, OMF, Station Finishes and Pathway	\$6,549,511	\$4,261,731
SPTJ Consulting	Network Infrastructure, Security, Migration and Setup Services	\$389,880	\$196,898
Stacy and Witbeck/Herzog, JV	Design/Build Construction of Civil, Track & Structures Improvements of IOS-1	\$10,911,643	\$9,849,109
State Water Resources Control Board	Mira Monte Site Cleanup Program	\$6,400	\$3,582
Steve Taylor Excavation	Vehicle Detector Loop Installation Services	\$12,323	\$12,323
STV, Inc.	On-Call Railroad Bridge Inspection Services	\$100,000	\$89,243
Sumitomo Corporation	Manufacture & Delivery of Vehicles	\$12,435,634	\$1,333,396
Summit Signal, Inc.	ISTEA - Constructing Black Point Bridge Automation Project	\$194,250	\$194,250
Summit Signal, Inc.	Emergency Call-Out Services for Track and Signals	\$60,000	\$26,960
Summit Signal, Inc.	Track and Signal Inspections	\$85,110	\$76,896
Swiftly, Inc.	AVL Mobile Application and Website Interface	\$9,900	\$9,900
The GBS Group	Internet Connectivity (Wi-Fi) for SMART Trains	\$844,500	\$785,064
Utah Transit Authority	DMU Wheel Truing Services	\$3,262	\$0
Van Scoyoc Associates	Federal Legislative Advocacy Services	\$48,000	\$40,000
WBE	Design and Installation of Security Equipment	\$207,072	\$167,210
Xentrans, Inc.	DMU WiFi Development Services	\$54,090	\$54,090
Zeba Consulting, Inc.	Marketing and Advertising Consultant Services	\$24,536	\$12,268
	Totals	\$40,413,529	\$23,223,651

* Actuals-To-Date includes invoices that have been approved as of June 1, 2017, but may not have been processed in SMART's Financial System.



June 21, 2017

Debora Fudge, Chair
Sonoma County Mayors and Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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

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

SUBJECT: Contract Extensions for the Start of Fiscal Year 2017-18

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute nine contract amendments totaling \$595,116 as needed for Fiscal Year 2017-18.

SUMMARY:

As the current fiscal year comes to a close on June 30th and we begin Fiscal Year 2017-18, there are a number of ongoing contracts that we request your authority to extend. The total amount of the contract authority we are seeking is \$595,116. Funding for the contract extensions is included in the Fiscal Year 2017-18 budget proposal and the actual contract extensions are attached to this Board report.

Following this staff report we have provided a detailed list of each contractor, a description of their work, the amount of amendment, total not-to-exceed amount and the expiration date of each contract. We request your authority to execute these amendments for the new fiscal year.

FISCAL IMPACT: The total cost of the contract amendments is included in the Fiscal Year 2017-18 budget.

REVIEWED BY: [] Finance _____ [x] Counsel 

Very truly yours,


Erin McGrath
Chief Financial Officer

Attachments: Summary and Contract Amendments as follows:

1. Emtec Consulting Services, LLC
2. Public Financial Management
3. Netwoven, Inc.
4. Hanson Bridgett, LLP
5. STV, Inc.
6. GHD, Inc,
7. MGrodner, LLC
8. WBE, Inc.
9. Portola Systems, Inc.

<u>Contractor and Scope</u>	<u>Type</u>	<u>Proposed Amendment Amount</u>	<u>New Not-to- Exceed Amount</u>	<u>New Expiration Date</u>
Emtec Consulting Services, LLC : Oracle Accounting System Support Services <ul style="list-style-type: none"> On-Call support for SMART's Enterprise Resource Planning Software (ERP). Support includes: Incident Management, Planned Support, Root-Cause Analysis & Problem Management, and related Service Requests. SMART's Enterprise Resource Planning Software includes: General Ledger, Accounts Payable, Accounts Receivable, Cash Management, Fixed Assets, Purchasing, Project Costing, and Project Controls. 	Administration: Finance	\$ 65,000	\$ 165,000	6/30/2018
Public Financial Management: Financial Advisory Services <ul style="list-style-type: none"> Financial model advisory services Assistance with annual rating agency evaluations Strategic plan and debt analysis 	Administration: Finance	\$ 15,000	\$ 125,000	6/30/2018
Netwoven, Inc. : Design Information Architecture for Document and Project Management Technology <ul style="list-style-type: none"> Maintenance and monitoring of internal Sharepoint site for operations and capital management 	Administration: Information Technology	\$ 46,050	\$ 265,892	6/30/2018
Hanson Bridgett, LLP: Legal Services - Union Negotiations <ul style="list-style-type: none"> Labor negotiations with three employee unions including legal advice on employee benefits, pensions, and wage rules. 	Administration: Legal and Human Resources	\$ 75,000	\$ 370,000	6/30/2018
STV, Inc. On-Call Railroad Bridge Inspection Services <ul style="list-style-type: none"> On-Call Engineering and Inspection Support for Railroad Bridges in compliance with 49 CFR 213 & 237 Evaluates bridge ratings, state of good repair assessment, load ratings, and bridge measurements for all bridges in SMART's inventory. Inspection reports and repair recommendations. 	Capital: Bridge Management	\$ 50,000	\$ 150,000	6/30/2018
GHD, Inc.: Clean Water Compliance, AutoCAD Management, Traffic and Hydraulic Analysis <ul style="list-style-type: none"> Autocad drawing support for compiling as-built conditions of railroad Drainage design modifications in response to storm issues As-needed specialty engineering for areas including hydraulics, drainage and traffic 	Capital: Program Management	\$ 100,000	\$ 1,224,000	6/30/2018
Mgrodner, LLC: Project Management Services <ul style="list-style-type: none"> Expert technical solutions for rail engineering Coordination of rail activation activities with civil engineering project needs 	Capital: Program Management	\$ 100,000	\$ 649,716	6/30/2018
WBE, Inc: Station Surveillance Equipment <ul style="list-style-type: none"> Design and Installation of video surveillance equipment for newly constructed Petaluma and Airport Blvd Park & Ride Lots WBE has previously designed and furnished security equipment at all SMART stations and Park & Rides and their continued use will enable a seamless integration of the new Park & Ride Lot Security equipment to our current system. 	Capital: Station Infrastructure	\$ 50,000	\$ 342,072	12/31/2017
Portola Systems, Inc. : SMART Station Network Configuration Services <ul style="list-style-type: none"> CISCO SMARTnet 24/7 Warranty and Support Services for one year. Resolve critical issues with all hardware and software in the SMART Station Network; provide replacement parts when necessary All updates, upgrades to operating systems, security, and product alerts are included for these station devices. 	Operations: Information Technology	\$ 94,066	\$ 1,332,776	6/30/2018

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND EMTEC GLOBAL SERVICES, LLC**

This Third Amendment dated as of _____, 2017 (the “Third Amendment”) to the Agreement for Consultant Services (“Original Agreement”) by and between the Sonoma-Marin Area Rail Transit District (“SMART”) and Emtec Global Services, LLC (“EGS”) and the Scope of Work (“SOW”) by and between SMART and Emtec Consulting Service, LLC (“CONSULTANT”), both dated as of January 1, 2016 (together the “Agreement,” as amended by the First Amendment, Second Amendment, and now this Third Amendment).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the SOW to provide ClearCARE® support services for SMART’s Oracle Fusion Enterprise Resource Planning Software (ERP); and

WHEREAS, SMART and CONSULTANT entered into the First and Second Amendments dated July 1, 2016 and November 1, 2016 to increase the not-to-exceed amount and extend the term of the Agreement; and

WHEREAS, SMART would like to increase the not-to-exceed amount by \$65,000 for a total not-to-exceed amount of \$165,000, and to extend the term to June 30, 2018; and

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

AGREEMENT

1. **“5. Service Fees and Expenses”** The following sentence from Section 5 of the SOW is amended as follows:

Emtec’s professional fees related to the SOW shall not exceed \$165,000.

2. **“ARTICLE 6. TERM OF AGREEMENT”** Article 6 of the Agreement is amended as follows:

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018 unless terminated earlier in accordance with the provisions of **Article 7** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

EMTEC CONSULTING SERVICES, LLC

Dated: _____

By _____
Its _____

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**FIFTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND PUBLIC FINANCIAL MANAGEMENT**

This FIFTH AMENDMENT dated as of _____, 2017 (the “Fifth Amendment”) to the Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“SMART”) and PUBLIC FINANCIAL MANAGEMENT (“CONSULTANT”), dated as of February 1, 2011 (the “Original Agreement,” and as supplemented and amended by the First, Second, Third, Fourth Amendments, and this Fifth Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement for the purpose of providing municipal finance advisory services associated with Sales Tax Revenue Bond Series 2011 (BONDS 2011) to SMART; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between May 1, 2013 and June 1, 2016, to increase the not-to-exceed amount and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to extend the term of the Agreement to June 30, 2018, and to increase the not-to-exceed amount by \$15,000 for a total not-to-exceed amount of \$125,000.

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

AGREEMENT

1. **“ARTICLE 5. PAYMENT”** Article 5 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$15,000 for a total not-to-exceed amount of \$125,000 for the Agreement.

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

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018, unless terminated earlier in accordance with the provisions of **Article 7** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

PUBLIC FINANCIAL MANAGEMENT

Dated: _____

By _____
Its _____

APPROVED AS TO FORM

Dated: _____

By _____
District Counsel

**TWELFTH AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE SONOMA-MARIN AREA
RAIL TRANSIT DISTRICT AND NETWOVEN, INC.**

This Twelfth Amendment, dated as of _____, 2017 (the “Twelfth Amendment”), is to that certain Agreement for Professional Services between Netwoven, Inc. (“CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (“SMART”), dated as of August 20, 2009 and identified as Contract Number #IT-PS-09-001 (the “Original Agreement,” and as previously supplemented and amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth Tenth, and Eleventh Amendment (collectively the “Amendments”), and as further supplemented and amended by this Twelfth Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement on August 20, 2009, for the provision of design information architecture for document and project management technology solutions and related services; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between November 8, 2009 and July 1, 2016, to amend the scope of services, increase the not-to-exceed amount, and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$46,050, for a total not-to-exceed amount of \$265,892, and extend the term of the Agreement to June 30, 2018.

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

AGREEMENT

1. **“ARTICLE 4. PAYMENT”** Article 4 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$46,050, for a total not-to-exceed amount of \$265,892 for the Agreement.

2. **“ARTICLE 5. TERM OF AGREEMENT”** is hereby deleted and replaced in its entirety with the following:

“ARTICLE 5. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018, unless terminated earlier in accordance with the provisions of **Article 6** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Twelfth Amendment as of the date first set forth above.

NETWOVEN, INC.

Dated: _____

By _____
Consultant

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

Dated: _____

By _____
Farhad Mansourian, General Manager

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**FIFTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND HANSON BRIDGETT, LLP**

This FIFTH AMENDMENT dated as of _____, 2017 (the “Fifth Amendment”) to the Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“SMART”) and HANSON BRIDGETT, LLP (“CONSULTANT”), dated as of June 20, 2012 (the “Original Agreement,” and as amended by the First, Second, Third, Fourth Amendments and now this Fifth Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide specialized legal expertise in public employee benefits, public transportation issues, and intellectual property matters; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between July 1, 2013 and February 15, 2017, to update the Scope of Services, increase the not-to-exceed amount, and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$75,000, for a total not-to-exceed amount of \$370,000, and to extend the term to June 30, 2018; and

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

AGREEMENT

1. “**ARTICLE 2. COMPENSATION**” is hereby amended so that compensation for services shall not exceed \$370,000.
2. “**ARTICLE 3. TERM**” is hereby deleted and replaced in its entirety with the following:

“**ARTICLE 3. TERM.** The term of this Agreement shall remain in effect until June 30, 2018, unless terminated earlier in accordance with the provisions of **Article 8** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

HANSON BRIDGETT, LLP

Dated: _____

By _____
Madeline Chun, Partner

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND STV, INC.**

This First Amendment dated as of _____, 2017 (the “First Amendment”) to the Agreement for Consultant Services by and between the Sonoma-Marín Area Rail Transit District (“SMART”) and STV, Inc. (“CONSULTANT”), dated as of September 22, 2016 (the “Original Agreement,”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide On-Call support services, railroad bridge inspection, engineering, and related services; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$50,000, for a total not-to-exceed amount of \$150,000 and to extend the term to June 30, 2018; and

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

AGREEMENT

1. **“ARTICLE 5. PAYMENT”** Article 5 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$50,000, for the provisions of services, for an aggregate not-to-exceed amount of \$150,000 for the Agreement.

2. **“ARTICLE 6. TERM OF AGREEMENT”** Article 6 of the Agreement is amended as follows:

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018 unless terminated earlier in accordance with the provisions of **Article 7** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

STV, INC.

Dated: _____

By _____
Its _____

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND GHD, INC.**

This Fifth Amendment dated as of _____, 2017 (the “Fifth Amendment”), to the Agreement for Consultant Services by and between GHD, Inc. (hereinafter referred to as “CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (hereinafter referred to as “SMART”), dated as of December 1, 2013 (the “Original Agreement,” as amended and supplemented by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and now this Fifth Amendment, the “Agreement”).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement to develop professional engineering support for such tasks as Autocad drawing management and design, hydraulics and hydrology assistance, traffic engineering, and technical field and office support services in support of SMART Project design and construction; and

WHEREAS, CONSULTANT and SMART previously entered into various Amendments to the Agreement between February 1, 2014 and March 1, 2017 to increase the not-to-exceed amount, add geotechnical work to the scope of work, and extend the term of the Agreement; and

WHEREAS, CONSULTANT and SMART desire to amend the Agreement to increase the not-to-exceed amount by \$100,000, for a total not-to-exceed amount of \$1,224,000, and to extend the term to June 30, 2018; and

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

AGREEMENT

1. **“ARTICLE 5. PAYMENT”** Article 5 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$100,000, for the provisions of the services, for an aggregate not-to-exceed amount of \$1,224,000, for the Agreement.

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

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018, unless terminated earlier in accordance with the provisions of **Article 7** below.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

GHD, INC.

Dated: _____

By _____
Consultant

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND M GRODNER, LLC**

This SEVENTH AMENDMENT dated as of _____, 2017 (the “Seventh Amendment”) to the Agreement by and between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (“SMART”) and M GRODNER, LLC (“CONSULTANT”), dated as of April 1, 2012 (the “Original Agreement,” and as supplemented by previous Amendments, and this Seventh Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement for the purpose of providing project management services for the SMART project; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between June 1, 2012 and December 1, 2016, to increase the not-to-exceed amount and extend the term of the Agreement; and

WHEREAS, SMART desires to amend the Agreement to increase the not-to-exceed amount by \$100,000 for a total not-to-exceed amount of \$649,716, and to extend the term of the Agreement to June 30, 2018.

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

AGREEMENT

1. **“ARTICLE 4. TERM OF AGREEMENT”** is hereby deleted and replaced in its entirety with the following:

“ARTICLE 4. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018, unless terminated earlier in accordance with the provisions of Article 8 below.”

2. **“ARTICLE 5. REIMBURSEMENT”** is revised as follows:

Consultant shall be paid on a time and expense basis at an hourly rate of \$195 per hour; provided, however, that total payments to Consultant shall not exceed \$649,716, without the prior written approval of SMART.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

M GRODNER, LLC

Dated: _____

By _____
Michael Grodner, Consultant

APPROVED AS TO FORM

Dated: _____

By _____
District Counsel

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND WBE.**

This Third Amendment dated as of _____, 2017 (the “Third Amendment”) to the Agreement for Consultant Services by and between the Sonoma-Marin Area Rail Transit District (“SMART”) and WBE (“CONSULTANT”), dated as of August 29, 2016 (the “Original Agreement,” and as amended by the First, Second Amendment, and now this Third Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to furnish and install station security surveillance equipment; and

WHEREAS, SMART and CONSULTANT previously entered various Amendments to the Agreement between November 30, 2016 and May 3, 2017, add additional scope of work, increase the not-to-exceed amount, and to extend the term; and

WHEREAS, SMART desires to amend the Agreement to add additional work to the scope of services, increase the not-to-exceed amount by \$50,000 for a total not-to-exceed amount of \$342,072, and extend the term of the Agreement to December 31, 2017 with all other provisions of the Agreement remaining the same.

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

AGREEMENT

1. **ARTICLE 3 SCOPE OF SERVICES** shall be amended as follows:

In addition to the scope of services set forth in the Original Agreement and any previous Amendments, the contractor shall perform the following services for which consultant shall be paid, as full compensation for the satisfactory completion of work in accordance with the budget established in Exhibit A:

- a) **Design and Installation of the following Video Surveillance System for the Petaluma Parking Lot.**

WBE will install (1) 180 degree camera on (1) new Pole to view the parking lot area. WBE will equip the pole with a Solar Array to provide necessary power with battery backup. This camera will match similar installations at other SMART locations and will connect to the existing Sonoma County Avigilon Server. All work to be approved by SMART prior to initiation and will require sign-off upon successful completion of work.

- (1) Avigilon 3x3MP WDR Day/Night Pendant Mount Cameras
- (1) Avigilon Pendant Wall Mount Adapters
- (1) Avigilon Pole Mount Adapters
- Lot – 15FB Pole with Base Foundation, Solar Array and Control Panel
- Lot – Wireless Point to Point Connection back to Petaluma Canopy Network

Warranty on new equipment listed above is for one (1) year. All labor is warranted for ninety (90) days. All work will be performed by IBEW Local #6 or #551 Technicians and Electricians. All work to be performed during normal business hours on consecutive business days.

(b) **Design and Installation of the following Video Surveillance System for the Airport Blvd Parking Lot.**

WBE to install (2) 180 degree cameras on (2) existing Light Poles to view the parking lot area. These cameras will match similar installations at other SMART locations and will connect to the existing Sonoma County Avigilon Server.

- (2) Avigilon 3x3MP WDR Day/Night Pendant Mount Cameras
- (2) Avigilon Pendant Wall Mount Adapters
- (2) Avigilon Pole Mount Adapters
- (1) Vigitron Ethernet Extender
- (2) Vigitron Ethernet Transceivers
- Lot – Cat 6 Plenum and Plant Grade Cable

WBE to install (2) 180 degree cameras on (2) existing Light Poles to view the parking lot area. These cameras will match similar installations at other SMART locations and will connect to the existing Sonoma County Avigilon Server. All work to be approved by SMART prior to initiation and will require sign-off upon successful completion of work.

Warranty on new equipment listed above is for one (1) year. All labor is warranted for ninety (90) days. All work will be performed by IBEW Local #6 or #551 Technicians and Electricians. All work to be performed during normal business hours on consecutive business days.

Any damage to SMART property caused by WBE will be WBE's sole responsibility.

2. **“ARTICLE 4. TERM OF AGREEMENT”** Article 4 of the Agreement is amended as follows:

“ARTICLE 4. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until December 31, 2017 unless terminated earlier in accordance with the provisions below.”

3. **ARTICLE 5 PAYMENT** shall be amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$50,000, for the provisions of services, for an aggregate not-to-exceed amount of \$342,072 for the Agreement.

4. EXHIBITS. The following exhibit is attached hereto and incorporated herein:

(a) Exhibit A: Fee Schedule

5. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

WBE

Dated: _____

By _____
Its _____

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

**EXHIBIT A
FEE SCHEDULE**

Job Description	Project Total
Petaluma Parking Lot Video Surveillance	\$34,931.00
Airport Blvd Parking Lot Video Surveillance	\$13,807.00
Total	\$48,738.00

- * All labor, materials, state sales tax, insurance, and shipping fees are included in the project totals listed above.
- * Warranty on new equipment is one (1) year
- * Warranty on labor is for ninety (90) days.

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND PORTOLA SYSTEMS, INC.**

This Third Amendment dated as of _____, 2017 (the “Third Amendment”) to the Agreement for Consultant Services by and between the Sonoma-Marin Area Rail Transit District (“SMART”) and Portola Systems, Inc. (“CONSULTANT”), dated as of April 6, 2016 (the “Original Agreement,” and as amended by the First Amendment, Second Amendment, and now this Third Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement to provide station network configuration services for its SMART stations; and

WHEREAS, SMART desires to amend the Agreement to add additional scope of work, to increase the not-to-exceed amount by \$94,066.10, for a total not-to-exceed amount of \$1,332,776.10, and to extend the term to June 30, 2018; and

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

AGREEMENT

1. **“ARTICLE 5. PAYMENT”** Article 5 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$94,066.10, for the provisions of the services, for an aggregate not-to-exceed amount of \$1,332,776.10, for the Agreement.

2. **“ARTICLE 6. TERM OF AGREEMENT”** Article 6 of the Agreement is amended as follows:

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until June 30, 2018 unless terminated earlier in accordance with the provisions of **Article 7.**”

3. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein:

- (a) **EXHIBIT A: SCOPE OF WORK**

All references in the Original Agreement and First Amendment to Exhibit A shall include reference to Exhibit A of this Third Amendment.

(b) EXHIBIT B: SCHEDULE OF RATES

Exhibit B in the Original Agreement shall be deleted in its entirety and replaced with the Exhibit B of this Third Amendment.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

PORTOLA SYSTEMS, INC.

Dated: _____

By _____
Its _____

APPROVED AS TO FORM:

Dated: _____

By _____
District Counsel

EXHIBIT A

SCOPE OF WORK

All work described below is in addition to the work described in the Exhibit A of the Original Agreement and any addendums made by all previous Amendments. Task Number 9 has been added to the scope of work to add one-year of Cisco SMARTnet coverage for hardware and software associated with the SMART Station Network. Portola will provide SMART with the following services:

Task Number 9 – Cisco SMARTnet Services

- 24/7 access to Cisco Technical Assistance Center to resolve critical issues with all devices covered under Cisco SMARTnet
- Replacement of covered devices when required will take place within a four (4) hour delivery window.
- All updates and upgrades of operating system software are provided for devices covered under Cisco SMARTnet.
- Security and Product alerts will be provided for all covered devices to include:
 - Setting up an alert management workflow for determining which Cisco published product alerts and security advisories are relevant for the devices purchased.
- Product lifecycle management for all covered devices to include:
 - Providing enhanced visibility into the installed base to quickly identify any Cisco products that are reaching end of life, end of sale, or end of support.
- Service Coverage Management
 - Including installation of regular base collection and flexible reporting capabilities to efficiently manage the Cisco devices and service contracts.

EXHIBIT B
SCHEDULE OF RATES

Task No.	Task Description	Milestone Amount	Cumulative Amount
1	Design Meetings and Design Approval	\$121,246	\$121,246
2	Hardware / Software / Materials Procurement	\$784,410	\$905,656
3	Lab Configuration / Testing	\$60,623	\$966,279
4	Field Implementation / Installation / Testing	\$60,623	\$1,026,902
5	Validation, Documentation, Final Delivery	\$36,374	\$1,063,276
6	Final Acceptance	\$60,624	\$1,123,900
7	One Year Network Maintenance (Billed Monthly After Final Acceptance)	\$88,560	\$1,212,460
8	Milestone 1 – Wi-Fi Network Engineering	\$11,100	\$1,223,560
	Milestone 2 – VenTek Fare Collection Support	\$6,550	\$1,230,110
	Milestone 3 – Test / Replace data cables at Cotati & Santa Rosa Downtown	\$3,600	\$1,233,710
	Milestone 4 (Optional) – Time & Materials for any additional testing and data cable replacement as needed	\$5,000	\$1,238,710
9	One-Year Product Coverage - Cisco SMARTnet Services (24 x 7 x 4)	94,066.10	1,332,776.10
	Contract Total	\$1,332,776.10	\$1,332,776.10

The fully burdened hourly rate for Milestone 4 will be charged at \$100.00 per hour.



June 21, 2017

Debora Fudge, Chair
 Sonoma County Mayors and
 Councilmembers Association

Kathrin Sears, Vice Chair
 Marin County Board of Supervisors

Judy Arnold
 Marin County Board of Supervisors

Jim Eddie
 Golden Gate Bridge,
 Highway/Transportation District

Dan Hillmer
 Marin Council of Mayors and
 Councilmembers

Eric Lucan
 Transportation Authority of Marin

Jake Mackenzie
 Sonoma Mayors and Councilmembers
 Association

Barbara Pahre
 Golden Gate Bridge,
 Highway/Transportation District

Gary Phillips
 Transportation Authority of Marin

David Rabbitt
 Sonoma County Board of Supervisors

Carol Russell
 Sonoma Mayors and Councilmembers
 Association

Shirlee Zane
 Sonoma County Board of Supervisors

Farhad Mansourian
 General Manager

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

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

SUBJECT: Approve LTK Engineering Services Contract Amendment No. 15 to Contract VS-PS-09-001

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Amendment No. 15 to Contract No. VS-PS-09-001 with LTK Engineering Services in the amount of \$711,500 for a total not-to-exceed contract amount of \$19,556,401 and extend the contract through June 30, 2018.

SUMMARY:

LTK has been providing expert staff resources for the day-to-day management of the SMART passenger train procurement as well as overseeing the design, construction and testing of the train signaling and communications systems. The proposed amendment is a continuation of this work as SMART tests and commissions the vehicles and the train signaling system. As we enter into passenger service, we anticipate many adjustments to the signaling system which is typical for a newly built system. It is critical that we maintain the continuity of key LTK staff who have overseen the design, installation, and testing of the SMART train control and communication system. In addition, we continue to complete the vehicle commissioning process and procure the additional four trains which requires the continued expertise of the LTK vehicle engineers.

Amendment No. 15 provides funding to continue LTK Engineering technical support for both the train procurement and the signaling and systems commissioning. The scope of Amendment No. 15 includes the following key activities:

- Project Management Support
- Train Testing Management and Oversight
- Train Signaling Testing Oversight
- Communication Systems support
- Safety Certification
- Train Field Modifications Oversight

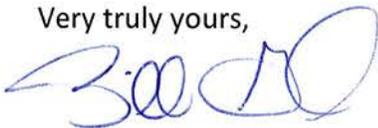
SMART hired LTK in 2009 to provide engineering design services for the signaling and communications system, operational planning support, and procurement services for the passenger vehicles. LTK has provided these specialty services from preliminary engineering through the current start-up activities. Key LTK staff, including the Systems and Vehicle Manager, Signals Engineer, Communications Engineer and a day-to-day inspector have resided in the SMART office as an integral part of the SMART Team. Amendment No. 15 extends this staff support as we enter into revenue service, continue to refine the signaling system and procure the additional four trains. SMART is developing transition plans with SMART staff to learn from LTK staff and transition into key roles.

LTK is also providing the same technical oversight services for the Larkspur Extension Project. We will be recommending a future amendment for LTK to provide technical support for the construction of the Larkspur Extension Project to be funded by grant funds. This will be done after SMART has negotiated a contract for signaling and communications work and the timeline for the work has been established.

FISCAL IMPACT: Funding for the amendment is included in the Fiscal Year 2017-18 Proposed Budget.

REVIEWED BY: [x] Finance  [x] Counsel 

Very truly yours,



Bill Gamlen, P.E.
Chief Engineer

cc: Erin McGrath

Attachment: LTK Contract Amendment No. 15

**FIFTEENTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND LTK ENGINEERING SERVICES**

This Fifteenth Amendment, dated as of _____, 2017 (the “Fifteenth Amendment”), is to that certain Agreement for Consultant Services between LTK Engineering Services (“CONSULTANT”) and the Sonoma-Marín Area Rail Transit District (“SMART”), dated as of October 23, 2009, and further identified as Contract Number #VS-PS-09-001 (the “Original Agreement,” as previously amended, and as amended by this Fifteenth Amendment, the “Agreement”).

RECITALS

WHEREAS, SMART and CONSULTANT previously entered into the Original Agreement dated as of October 23, 2009, for the provision of Vehicle and Systems Design Services for SMART’s commuter rail project in Sonoma and Marin Counties; and

WHEREAS, SMART and CONSULTANT previously entered into various Amendments to the Agreement between January 21, 2010 and December 1, 2016, to provide for additional personnel to assist with operational and vehicle and systems design support, increase the contract not-to-exceed amount, and to extend the term for the agreement; and

WHEREAS, CONSULTANT and SMART desire to further amend the Agreement in order to increase the not-to-exceed amount by \$711,500, for a total not-to-exceed amount of \$19,556,401.00, and to extend the term of the agreement to June 30, 2018.

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

AGREEMENT

1. **PAYMENT.** “**ARTICLE 5. PAYMENT**” is hereby deleted in its entirety and replaced with the following:

“**ARTICLE 5. PAYMENT.** For all services and incidental costs required hereunder, Consultant shall be paid on a cost-plus-fixed fee basis in accordance with the budget set forth in individual task orders to be negotiated; provided, however, that Consultant agrees to perform all services described therein for an amount not to exceed the amount negotiated, regardless of whether it takes Consultant more time to complete or costs more than anticipated. The not-to-exceed (NTE) amount for this Agreement shall be \$19,556,401.00.”

2. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein:

(a) EXHIBIT A: SCOPE OF WORK

All references in the Original Agreement to Exhibit A, as previously amended, shall include reference to Exhibit A, respectively, to this Fifteenth Amendment.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all exhibits thereto is, and shall continue to be, in full force and effect, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifteenth Amendment as of the date first set forth above.

LTK ENGINEERING SERVICES

Dated: _____

By _____

Its _____

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____

Farhad Mansourian, General Manager

APPROVED AS TO FORM

Dated: _____

By _____

Tom Lyons, District Counsel

EXHIBIT A SCOPE OF SERVICES

General

This amendment extends LTK's current contract to continue to provide Systems, Train Signaling, Positive Train Control (PTC), Communications, and Vehicle technical support services. Amendment 15 extends the services of key LTK staff to directly support SMART staff and continue to reside full-time in SMART offices. LTK Key Staff will work directly under the direction of SMART staff.

Key Staff:

- **Lisa Cobb:** LTK Contract Manager and Vehicle Technical Expert
- **Aaron Parkes:** Train Control and PTC Specialist
- **Mark Golucki:** Communications Specialist
- **Kelly Barry:** Signaling and System Inspector
- **Michael Guthrie:** Vehicle Inspector

Key Responsibilities

- Provide management and oversight of the SMART passenger vehicle contract
- Provide daily management and oversight of the Systems and Communications Contract
- Oversee implementation, testing, commissioning, and trouble-shooting of Vehicles, Signaling and Communications Systems
- Conduct design review of signaling, train control, communications and related design submittals
- Trouble shoot issues and problems as they arise, and develop solutions with designers, manufactures, suppliers and installers
- Approve PTC submittals and work with the Federal Railroad Administration (FRA) to secure approval.
- Prepare PTC document amendments for SMART's submission to the Federal Railroad Administration
- Continue in role as third party support for traffic signals and grade crossing design and diagnostic review
- Prepare reports and presentations as-needed
- Serve as quiet zone liaison
- Continue to manage the Portola station network contract and coordinate with SMART staff for the additional platform devices to be added – fare vending, cameras, Emergency Telephones, etc.
- Continue support for on-DMU WiFi contract.
- Continue to support radio issues as they arise.
- Continue as point person for Sonic Agreement, including new installations, WiFi at stations, fiber installations, and interoffice network connections.
- Continue work and coordination on the railroad central control system at the Rail Operations Center, working with operations support systems engineer to develop a warranty reporting and tracking system.

- Continue coordination and implementation of SMART's communication network.
- Coordination on DMU and signals interfaces between the car manufacturer and signal supplier
- Assist on the cab signal/DMU interface as needed to address on-car issues that may be based in either the car or the signal system
- Assist on other technical support duties as needed
- Assist with compliance with the Code of Federal Regulations
- Test witness for locomotive control line testing, high-speed testing and PTC testing. The total duration of these tests is scheduled at five-to-six months.
- Oversight lead on punch list closeout
- Field liaison for warranty administration
- General field support for the signaling, communications and vehicle work
- Review signals redline drawings and as-built documentation to assure conformance with the contract
- Support lead signals consultant in the field, assisting with troubleshooting and communication of electronics problems
- Provide training and mentoring to SMART staff
- Assist in transitioning tasks and responsibilities to SMART staff



Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
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Eric Lucan
Transportation Authority of Marin

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Sonoma Mayors and Councilmembers
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Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

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

June 21, 2017

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

SUBJECT: Agreement with Maze & Associates for Independent Financial Auditing Services

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute an agreement with Maze & Associates for Independent Year-End Audit services for an initial three-year term with two options to extend for a total not-to-exceed amount of \$221,566.

SUMMARY:

Best practices in fiscal management and Measure Q both require an annual independent auditor’s review. In addition, if we expend significant federal funds we are required to undergo a specific Single Audit review. Our audits are performed in accordance with general accepted auditing standards as well as federal Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. We have also, as a best practice, begun to provide our audited financial statements as part of a Comprehensive Annual Financial Report, which requires additional information, statistics and reporting.

Over the last five years, we utilized the services of Macias, Gini & O’Connell LLP (MGO) for these audit services. Because that contract term has expired, we entered into a new procurement process for auditing services this year. We received a number of proposals and have chosen Maze & Associates as the most qualified, responsive and competitive firm.

Maze has specific expertise in review of transit and rail agencies, and extensive experience with government accounting and compliance. They currently provide audit services for Caltrain, SamTrans, the Alameda-Contra Costa Transit District (AC Transit), and the Water Emergency Transit Authority (WETA), among others. They will be particularly useful as we begin to provide regular reporting to the federal government through the National Transit Database and more significant reporting through the State Controller’s office that will be tied to our State Transit Assistance (STA) funding. The firm’s experience and qualifications will provide SMART with efficient and quality year-end audit services that the public can rely on.

AGREEMENT FOR CONSULTANT SERVICES

This agreement (“Agreement”), dated as of _____, 2017 (“Effective Date”) is by and between the Sonoma-Marín Area Rail Transit District (hereinafter “SMART”), and Maze & Associates (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified provider of municipal audit services, employs professional staff properly licensed as California Certified Public Accountants, and is experienced in the areas of public agency auditing, implementation of Governmental Accounting Standards Board statements, and related services; and

WHEREAS, in the judgment of the Board of Directors of SMART, it is necessary and desirable to employ the services of Consultant (i) to conduct the annual Independent Audit for fiscal years ending June 30, 2017, June 30, 2018, and June 30, 2019, respectively; (ii) to render the appropriate audit reports and other documentation required by applicable statutes and regulatory agencies; and (iii) to assist with implementation of Governmental Accounting Standards Board statements, as applicable.

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

AGREEMENT

RECITALS.

The above Recitals are true and correct.

LIST OF EXHIBITS.

The following exhibits are attached hereto and incorporated herein:

- (a) Exhibit A: Scope of Work
- (b) Exhibit B: Schedule of Rates

REQUEST FOR SERVICES.

Initiation Conference. SMART’s Chief Financial Officer, Erin McGrath, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email.

During the Initiation Conference, the Chief Financial Officer and Consultant will establish and agree on a specific task for the project.

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

SCOPE OF SERVICES.

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

Cooperation With SMART. Consultant shall cooperate with the Chief Financial Officer in the performance of all work hereunder.

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.

Assigned Personnel.

- (c) 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.
- (d) 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 Schedule of Rates.
- (e) 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
- (f) Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- (g) Consultant shall assign the following key personnel for the term of this Agreement: David Alvey, CPA, and Vikki Rodriguez, CPA.

PAYMENTS.

Consultant shall invoice SMART on a monthly basis, detailing the tasks performed pursuant to the Scope of Work requested by the SMART Chief Financial Officer, and the hours worked. SMART shall pay Consultant within 30 days after submission of the invoices.

Consultant shall be paid on a time and expense basis in accordance with **Exhibit B**; provided, however, that total payments to Consultant shall not exceed \$128,818. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Chief Financial Officer. The invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. 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 will not reimburse Consultant for travel time, unless authorized by Project Manager in writing.

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

TERM OF AGREEMENT.

The term of this Agreement shall remain in effect until June 30, 2020 with an option for two (2) one (1) year extensions, provided that changes in the terms and conditions of each one (1) year extension are mutually agreed upon by both parties unless terminated earlier in accordance with the provisions of **Article 7** below.

TERMINATION.

Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, both parties shall have the right, at their sole discretion, to terminate this Agreement by giving 30 days written notice to the other party.

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.

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.

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.

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

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.

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.

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.

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.

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.

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:

- (h) SMART, its officers, and employees shall be named as additional insured on all policies listed above.
- (i) That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Licensee is liable, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by the Insureds.
- (j) Inclusion of the Insureds as additional insureds shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against Licensee. Said policy shall protect Consultant and the Insureds in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- (k) 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. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SMART has received a waiver of subrogation endorsement from the insurer.
- (l) 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.

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 of retention provision limiting payment to the name insured is not acceptable.

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

- (m) 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;
- (n) 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
- (o) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to Agreement effective date, Contractor shall purchase “extending reporting” coverage for a minimum of three (3) years after completion of the work.

Documentation. The following documentation shall be submitted to SMART:

- (p) Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with SMART for the duration of this Agreement.
- (q) 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.
- (r) Upon SMART’s written request, Consultant shall provide certified copies of the insurance policies to SMART. Said policy copies shall be submitted within thirty (30) days of SMART’s request. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

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

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.

PROSECUTION OF WORK.

When work is requested of Consultant by SMART, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, 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.

EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the General Manager in a form approved by SMART Counsel. 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 authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of SMART.

REPRESENTATIONS OF CONSULTANT.

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.

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.

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.

Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SMART for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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.

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

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

Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, 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.

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**.

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.

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: Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
billing@sonomamarintrain.org

If to Consultant: David Alvey, Vice President
Maze & Associates
3478 Buskirk Avenue, Suite 215
Pleasant Hill, CA 94523

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.

MISCELLANEOUS PROVISIONS.

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.

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.

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.

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

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.

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.

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.

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: _____

By: _____

Its : _____

Date: _____

SONOMA-MARIN AREA RAIL TRANSIT (SMART)

By: _____
Farhad Mansourian, General Manager

Date: _____

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

By: _____
Kenneth Hendricks, Administrative Analyst

Date: _____

APPROVED AS TO FORM FOR SMART:

By: _____
Tom Lyons, District Counsel

Date: _____

EXHIBIT A SCOPE OF WORK

Consultant will audit the financial statements of SMART as of and for the years ending June 30, 2017, 2018 and 2019, with an option for years ending June 30, 2020 and 2021. Accounting standards generally accepted in the United States of America provided for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement SMART's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational economic or historical context. As part of our engagement, Consultant will apply certain limited procedures to SMART's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with SMART's responses to our inquiries, the basic financial statements, and other knowledge Consultant obtained during the audit of the basic financial statements. Consultant will not express an opinion or provide any assurance on the information because of the limited procedures do not provide Consultant with sufficient evidence to express an opinion or provide any assurance.

Any additional information provided by SMART for the Government Finance Officers Association's recommended elements in the Comprehensive Annual Financial Reports, including the introductory and statistical sections prepared by SMART's management will not be audited by Consultant. However, as a member of the GFOA, consultant will advise and recommend changes in response to GFOA comments on prior year reports.

If required, Consultant will conduct a Single Audit of SMART's federal financial assistance programs and render professional reports thereon. The Schedule of Expenditures of Federal Awards (the Schedule) will not be audited but will be subject to "in-relation-to" procedures applied during the audit of the basic financial statements. Consultant will subject the Schedule to auditing procedures applied in the audit of the financial statements and perform certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Consultant will prepare a management letter that includes required audit communications and findings and recommendations (if applicable).

Consultant will assist SMART in compiling California State Controller's Transit Operator's Financial Report and submissions for federal TDA data and/or National Transit Database financial reports as required.

Consultant will also provide a confidential review of the District's Information Systems to include the network environment housing its financial systems. This review will be conducted by qualified information security professionals and based on the certification and

accreditation framework developed by the National Institute of Standards and Technology for the Federal Information Security Management Act.

Audit Objective

The objective of the audit is the expression of opinions as to whether SMART's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the Schedule when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative, Cost Principles and Audit Requirements for Federal Awards.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Board Directors; management; specific legislative or regulatory bodies; federal awarding agencies; and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. If during the audit Consultant becomes aware that SMART is subject to an audit requirement that is not encompassed in the terms of this engagement, Consultant will communicate to SMART that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements. On the date hereof, Consultant and SMART are not aware of any such additional audit requirements.

The audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Title 2 CFR Part 200, and will include tests of the accounting records, a determination of major program(s), and other procedures Consultant considers necessary to enable Consultant to express such opinions and to render the required reports. If Consultant opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, Consultant will fully discuss the reasons with SMART in advance. If, for any reason, Consultant are unable to complete the audit or are unable to form or have not formed opinions, Consultant may decline to express opinions or to issue a report as a result of this engagement.

SMART's Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with federal requirements. As part of the audit, Consultant will assist with preparation of SMART's financial statements, schedule of expenditures of federal awards, and related notes. SMART is responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. SMART will be required to acknowledge in the management representation letter Consultant's assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that SMART has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, SMART is required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services Consultant provides and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of SMART and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to Consultants and for ensuring that management and financial information is reliable and properly recorded. Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to Consultant in the representation letter that the effects of any uncorrected misstatements aggregated by Consultant during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

SMART is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting SMART involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. SMART's responsibilities include informing Consultant of knowledge any allegations of fraud or suspected fraud or illegal acts affecting SMART received in communications from employees, former employees, grantors, regulators, or others. In addition, SMART is responsible for identifying and ensuring that the entity

complies with applicable laws, regulations, contracts, agreements, and grants. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, SMART understands that electronic sites are a means to distribute information, and therefore, Consultant is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Additionally, as required by federal regulations, it is SMART's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. SMART is responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. SMART agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. SMART also agrees to present the supplementary information with the audited financial statements to users of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section. This responsibility includes relaying to Consultant corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. Management is also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as its planned corrective actions, and the timing and format for providing that information.

Deliverables

Consultant shall prepare and submit a preliminary draft of findings and recommendations, material weaknesses identified as a result of the evaluation in internal control systems, a summary of all instances of noncompliance with federal and state compliance requirements, and an identification of total amounts questioned. The preliminary draft should be submitted no later than October 15 following the end of the fiscal year under review, unless otherwise authorized by SMART's Chief Financial Officer.

Concurrently with submittal of the preliminary draft, the Consultant shall conduct an exit conference with the Chief Financial Officer, and other appropriate SMART personnel to review the preliminary draft and discuss findings.

At the conclusion of the audit, the Consultant shall provide:

- One (1) unbound reproducible master of each auditor prepared report
- An electronic PDF file of each auditor prepared report
- Twenty (20) bound copies of each final auditor-prepared report

The Consultant may be required to attend a minimum of one Board of Directors meeting for the purpose of discussing the audit and its conclusions.

Working Papers

The audit documentation for this engagement is the property of Consultant and constitutes confidential information. However, pursuant to authority given by law or regulation, Consultant may be requested to make certain audit documentation available to Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify SMART of any such request. If requested, access to such audit documentation will be provided under the supervision of Consultant's personnel. Furthermore, upon request, Consultant may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

It is Consultant's policy to keep records related to this engagement for seven years. However, Consultant does not keep any original client records, so Consultant will return those to SMART at the completion of the services rendered under this agreement. When records are returned to SMART, it is SMART's responsibility to retain and protect the records for possible future use, including potential examination by any government or regulatory agencies. SMART acknowledges and agrees that upon the expiration of the seven-year period Consultant shall be free to destroy our records to this engagement.

In addition, Consultant shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

SMART should be aware that services under this Agreement may be provided by a non-licensee owner (that is, by an owner of the Consultant who, because of his or her specialty, is not individually licensed as a Certified Public Accountant).

**EXHIBIT B
SCHEDULE OF RATES**

FEES INCLUSIVE OF ALL SERVICES*

Initial Three Year Term		
Fiscal Year 2016-17	\$	40,540
Fiscal Year 2017-18	\$	43,594
Fiscal Year 2018-19	\$	44,684
Subtotal Initial Contract Term	\$	128,818
One Year Options		
Fiscal Year 2019-20	\$	45,802
Fiscal Year 2020-21	\$	46,946
Total Not-To-Exceed	\$	350,384

* Assumes one major federal program for Single Audit Review
Additional Programs would require amendment and per additional program are as follows:

Fiscal Year 2016-17	\$	5,355
Fiscal Year 2017-18	\$	5,489
Fiscal Year 2018-19	\$	5,626
Fiscal Year 2019-20	\$	5,767
Fiscal Year 2020-21	\$	5,911



June 21, 2017

Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers
Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager

A handwritten signature in black ink, appearing to read "Farhad", is written over a curved line that underlines the text above it.

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

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

SUBJECT: Approve RailPros, Inc. Contract Amendment No. 3 to Contract No. CV-PS-15-005 for Construction Support for the Construction of the Larkspur Extension Project

Dear Board Members:

RECOMMENDATION:

Authorize the General Manager to execute Amendment No. 3 with RailPros, Inc. in the amount of \$369,342 for professional engineering services support for the construction of the Larkspur Extension Project for a not-to-exceed contract amount of \$2,195,426 and extend the term of the contract to December 31, 2018.

SUMMARY:

RailPros has been providing professional engineering design services to SMART on the Larkspur Extension project. They have completed 30% level engineering designs for the Civil, track, grade crossings, tunnel systems, bridges and drainage. In addition, RailPros prepared 30% level contract documents in compliance with the Federal Transit Administration (FTA) design build contract and provided technical support for the FTA Small Starts Program.

At this point the Larkspur Extension is ready for design-build construction. This contract Amendment will authorize RailPros to provide support during design and construction of the Larkspur Extension Project.

Contract Amendment No. 3 will provide budget to complete the following major tasks for the construction of the 2.2 mile extension to Larkspur:

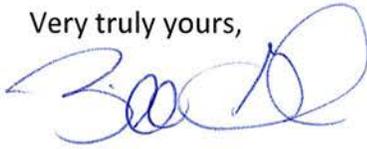
- Design submittal review
- Design support and Request for Information (RFI) review
- Continued support for FTA Small Starts Program deliverables
- Support during construction: submittal review, field construction quality control and assurance through inspection
- Contract change orders review

Staff recommends authorizing the General Manager to execute Amendment No. 3 to Contract CV-PS-15-005 with RailPros, Inc. in the amount of \$369,342 for professional engineering services support for the construction of the Larkspur Extension Project for a not-to-exceed contract amount of \$2,195,426 and extend the term of the contract to December 31, 2018.

FISCAL IMPACT: Funding for this amendment is included in the overall Larkspur Extension Project budget and has been included in the Fiscal Year 2017-18 budget.

REVIEWED BY: Finance  Counsel 

Very truly yours,



Bill Gamlen, P.E.
Chief Engineer

cc: Erin McGrath

Attachment: RailPros Contract Amendment No. 3

**THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
AND RAILPROS, INC.**

This Third Amendment dated as of _____, 2017 (the “Third Amendment”), to the Agreement for Consultant Services by and between Sonoma-Marín Area Rail Transit District (“SMART”) and RailPros, Inc. (“CONSULTANT”), dated as of November 19, 2015 (the “Original Agreement,” as amended and supplemented by the First Amendment, Second Amendment, and now this Third Amendment).

RECITALS

WHEREAS, CONSULTANT and SMART previously entered the Original Agreement to provide Preliminary Engineering Design for the Larkspur Extension Project; and

WHEREAS, CONSULTANT and SMART desire to amend the Agreement to add additional scope of services, increase the not-to-exceed amount by \$369,342, for a total not-to-exceed amount of \$2,195,426, and to extend the term to December 31, 2018.

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

AGREEMENT

1. **“ARTICLE 5. PAYMENT”** Article 5 of the Agreement is amended as follows:

In addition to the not-to-exceed amount set forth in the Original Agreement, the contract amount shall be increased by an amount not-to-exceed \$369,342, for the provisions of the services, for an aggregate not-to-exceed amount of \$2,195,426, for the Agreement.

2. **“ARTICLE 6. TERM OF AGREEMENT”** Article 6 of the Agreement is amended as follows:

“ARTICLE 6. TERM OF AGREEMENT. The term of this Agreement shall remain in effect until December 31, 2018 unless terminated earlier in accordance with the provisions of **Article 7.**”

3. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein:

(a) EXHIBIT A: SCOPE OF WORK

All references in the Original Agreement, First Amendment, and Second Amendment to Exhibit A shall include reference to Exhibit A of this Third Amendment.

(c) EXHIBIT C: Fee and Hourly Rates

The attached Exhibit C represents the fee and hourly rate schedule for the additional work described in Exhibit A Scope of Work.

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with all supplements, amendments and exhibits thereto is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to, modify, invalidate, or otherwise affect any provision of the Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first set forth above.

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

Dated: _____

By _____
Farhad Mansourian, General Manager

RAILPROS, INC.

Dated: _____

By _____
Consultant

APPROVED AS TO FORM:

Dated: _____

By _____
Tom Lyons, District Counsel

EXHIBIT A

SCOPE OF SERVICES

DESIGN SUPPORT DURING CONSTRUCTION SCOPE OF SERVICES
June 14, 2017 (rev. 1)

SONOMA MARIN AREA RAIL TRANSIT DISTRICT

Summary Scope and Budget for Larkspur Extension

Project Description and Understanding

RailPros provided design for the Design/Build Bridging Documents for the Larkspur Extension. This scope would extend RailPros' services to support construction ("Design Support During Construction" or "DSDC"). This support would include review of the Design/Build (D/B) contractor's interim and final design plan submittals, periodic field review of the D/B's construction activities, and verification testing of the D/B's inspection program.

SCOPE OF WORK

Schedule:

Continuing professional services support for the Larkspur Extension (LE) design and construction. The LE contract is scheduled to be awarded on June 21, 2017.

General Scope:

It is assumed that the District will be the prime point of contact for the design-build contractor, and that the District will provide most construction support. The following elements have been scoped on a level of effort basis, commensurate with the time indicated in the accompanying schedule.

TASK 1: PRE-CONSTRUCTION SUPPORT

2.1 Support Contract Finalization

Provide support for finalizing drawings and Contract Documents with conformed information.

2.2 Kick-Off Meeting

Attendance at design kick-off meeting at SMART's offices

2.3 75% Design Submittal Review

Contract Documents allow Contractor to break construction into 5 packages. This effort assumes review of three of the packages at the 75% level, with review focused on railroad track, rail structures, and hydraulics. Minor effort is assumed for review of general civil plans.

2.4 100% Design Submittal Review

Contract Documents allow Contractor to break construction into 5 packages. This effort assumes review of three of the packages at the 100% level, with review focused on railroad track, rail structures, and hydraulics. Minor effort is assumed for review of general civil plans. This effort is assumed to be less intense than the 75% review.

2.5 Issued For Construction Design Submittal Review

Contract Documents allow Contractor to break construction into 5 packages. This effort assumes review of three of the packages at the Issued For Construction (IFC) level, with review focused on railroad track, rail structures, and hydraulics. Minor effort is assumed for review of general civil plans. This effort is assumed to be less intense than the 100% review.

2.6 Design Meetings

Assumes 3 meetings at the District offices to review Design Builder's submittals.

2.7 Design RFI Reviews

Review formal RFIs submitted by the Design Builder regarding the design. It has been assumed that the District would respond to most of these, though some allowance has been made for structure-related RFIs and track-related RFIs

2.8 FTA Support

Provide approximately 40 hours for MGrodner LLC to support interactions with the FTA.

TASK 1: PRE-CONSTRUCTION SUPPORT

2.1 Construction Meeting Attendance

Attend 64 weekly construction meetings (with site inspection on the same day). Assumes 16 months of construction at 4 meetings or site visits per month.

2.2 Railroad Construction Submittal Reviews

Assumes review of up to 10 railroad-related submittals. Assumes the District will perform most reviews.

2.3 Construction RFI Reviews

Assumes review of up to 10 contractor requests for information during construction. Assumes the District will perform most reviews.

2.4 Construction QA Inspection Coordination

Coordinate with testing firm for independent inspection of design builder's work. Proposed testing includes:

- 2 days of soil and base material testing
- 2 days of HMA testing

- 2 days of concrete testing (assumed to be associated with pours for the cast-in-place concrete bridges)
- 1 day of railroad ballast testing
- 1 day of ultrasonic testing of rail welds (approx. 1% of the welds, assuming 39' rails)
- 1 day of magnetic particle testing of rail welds (approx. 1% of the welds, assuming 39' rails)

2.5 Change Order Support

Provide for support for review of change order requests.

EXHIBIT C
FEE AND HOURLY RATES

TASK DESCRIPTION	BUDGET
TASK 1 – PRE-CONSTRUCTION SUPPORT	\$96,327
TASK 2 - CONSTRUCTION SUPPORT	\$263,665
SUBTOTAL	\$359,992
OTHER DIRECT COSTS	\$9,350
TOTAL	\$369,342

2017 SMART LARKSPUR EXT. RATE SHEET		
CONSULTANT:		RailPros
JOB CLASSIFICATION	MAXIMUM HOURLY DIRECT LABOR RATE	FULLY BURDENED
Program Manager/QC Manager	\$ 110.00	\$ 329.40
Sr. Project Manager	\$ 97.50	\$ 291.97
Project Manager	\$ 85.00	\$ 254.54
Sr. Project Engineer	\$ 70.00	\$ 209.62
Project Engineer	\$ 60.00	\$ 179.67
Sr. Traffic Engineer	\$ 95.50	\$ 285.98
Traffic Engineer	\$ 65.00	\$ 194.65
Staff Engineer	\$ 47.00	\$ 140.74
Sr. Designer	\$ 53.00	\$ 158.71
Designer	\$ 44.00	\$ 131.76
Sr. Technician	\$ 48.00	\$ 143.74
Technician	\$ 35.00	\$ 104.81
Sr. Admin. Asst. II	\$ 30.00	\$ 89.84
Admin.	\$ 25.00	\$ 74.86
*FAR rate: 2.71		
*Note: FAR rate refers to the Federal Acquisition Regulations audited overhead rate		

2017 SMART LARKSPUR EXT. RATE SHEET		
SUBCONSULTANT: GHD Inc.		
JOB CLASSIFICATION	MAXIMUM HOURLY DIRECT LABOR RATE	MAXIMUM FULLY BURDENED RATE
Sr. Project Manager/Eng	\$ 97.50	\$ 305.14
Sr. Hydraulic Engineer	\$ 84.50	\$ 264.46
Hydraulic Engineer	\$ 45.13	\$ 141.24
Sr. Civil Engineer	\$ 72.50	\$ 226.90
Utility Engineer	\$ 55.00	\$ 172.13
Elec Engineer	\$ 68.00	\$ 212.82
SWPPP Engineer	\$ 55.00	\$ 172.13
Staff Engineer	\$ 65.00	\$ 203.43
Sr. CAD Manager	\$ 50.00	\$ 156.48
CAD Technician	\$ 37.00	\$ 115.80
Sr Env Planner	\$ 59.50	\$ 186.22
Env Planner	\$ 41.00	\$ 128.32
Project Administrator	\$ 37.00	\$ 115.80
*FAR rate: 2.83 (pending finalization)		
*Note: FAR rate refers to the Federal Acquisition Regulations audited overhead rate		

2017 SMART LARKSPUR EXT. RATE SHEET		
SUBCONSULTANT:		Earth Mechanics, Inc.
JOB CLASSIFICATION	MAXIMUM HOURLY DIRECT LABOR RATE	FULLY BURDENED
Principal	\$ 86.00	\$ 269.70
Sr. Project Engineer	\$ 65.00	\$ 203.85
Project Engineer	\$ 57.50	\$ 180.33
Sr. Project Geologist	\$ 53.00	\$ 166.21
Staff Engineer	\$ 47.00	\$ 147.40
Sr. Soil Technician	\$ 43.00	\$ 134.85
Administrative Assistant	\$ 35.00	\$ 109.76
<p>*FAR rate: 2.83 (pending finalization)</p> <p>*Note: FAR rate refers to the Federal Acquisition Regulations audited overhead rate</p>		

2017 SMART LARKSPUR EXT. RATE SHEET

SUBCONSULTANT:

Cinquini & Passarino, Inc.

JOB CLASSIFICATION	MAXIMUM FULLY BURDENED RATE
Principal Land Surveyor	\$ 190.00
Professional Land Surveyor	\$ 150.00
Senior Professional Land Surveyor	\$ 180.00
Staff Surveyor	\$ 150.00
CAD Technician	\$ 135.00
Administrative	\$ 100.00
1 Man Survey Crew	\$ 195.00
2 Man Survey Crew	\$ 295.00
3 Man Hydrographic Crew	\$ 445.00
Travel Time 2 man crew	\$ 120.00

2017 SMART LARKSPUR EXT. RATE SHEET

SUBCONSULTANT: Mgrodner, LLC

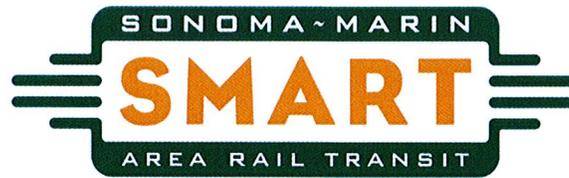
JOB CLASSIFICATION	MAXIMUM FULLY BURDENED RATE
Principal	\$ 210.00

2017 SMART LARKSPUR EXT. RATE SHEET

SUBCONSULTANT: Krebs Construction Svcs.

JOB CLASSIFICATION	MAXIMUM FULLY BURDENED RATE
Principal	\$ 210.00

2017 SMART LARKSPUR EXT. RATE SHEET			
SUBCONSULTANT:		Summit Associates	
Basis of Charges	Unit	Unit Rate	
Work over 8hrs/day, or first 8 hrs on Saturdays		1.5X	
Work over 12hrs/day, or after first 8 hrs on Saturdays		2X	
Work on Sundays/Holidays		2X	
Swing Shift Premium	Hour	15.00%	
Graveyard Shift Premium	Hour	\$ 0.15	
Work from 0 to 4 Hours		4-Hour Minimum	
Work from 4 to 8 Hours		8-Hour Minimum	
Show-up time		2-Hour Minimum	
Premium Sample Pick-Up Time		1.5X	
Laboratory Testing Rush Fee		1.5X	
Project Engineering and Management		5% of Fees	
Reimbursables and ODCs		Cost +15%	
Out of Area Services (Beyond 50-mile radius)			
Travel Time		Basic Hourly Rate	
Mileage			
2-Wheel Drive Truck	Mile	\$ 0.60	
2-Wheel Drive Truck	Mile	\$ 0.70	
Per Diem			
Lodging Airfare, Parking, Car Rental, Tolls, Etc.		Cost +15%	
Meals	Day	\$ 65.00	
Note: Testing service rate structure is based on prevailing wage rates.			



Debora Fudge, Chair
Sonoma County Mayors and
Councilmembers Association

Kathrin Sears, Vice Chair
Marin County Board of Supervisors

Judy Arnold
Marin County Board of Supervisors

Jim Eddie
Golden Gate Bridge,
Highway/Transportation District

Dan Hillmer
Marin Council of Mayors and
Councilmembers

Eric Lucan
Transportation Authority of Marin

Jake Mackenzie
Sonoma Mayors and Councilmembers
Association

Barbara Pahre
Golden Gate Bridge,
Highway/Transportation District

Gary Phillips
Transportation Authority of Marin

David Rabbitt
Sonoma County Board of Supervisors

Carol Russell
Sonoma Mayors and Councilmembers
Association

Shirlee Zane
Sonoma County Board of Supervisors

Farhad Mansourian
General Manager


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

June 21, 2017

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

SUBJECT: Award of Contract CV-DB-16-001 to Stacy and Witbeck/ Herzog,
Joint Venture for the Construction of the Larkspur Extension Project

Dear Board Members:

RECOMMENDATION:

- 1) Approve Resolution No. 2017-03 authorizing the Chair of the Board to execute Design Build Contract CV-DB-16-001 with Stacy and Witbeck/ Herzog, A Joint Venture for an amount of \$36,300,000 for the design and construction of general engineering improvements consisting of track construction, bridge construction, bridge rehabilitation, station construction, electrical and communication infrastructure and other related improvements.
- 2) Authorize the General Manager to spend up to five (5) percent of the contract amount (\$1,815,000) to serve as contingency for unanticipated costs.
- 3) Direct the General Manager to issue a Limited Notice-to-Proceed not-to-exceed \$16,765,514.70 until the Federal Transit Administration (FTA) funding grant has been executed.
- 4) Approve Resolution 2017-04 authorizing the General Manager to execute a Memorandum of Understanding with the City of San Rafael for the Larkspur Extension Project

Background:

SMART is advancing the Larkspur Extension Project – a 2.2 mile extension of the SMART passenger rail system to Larkspur. This extension will complete the southern portion of the ultimate 70 mile system and will make the regional connection with the Golden Gate Ferry. The Project is funded through Federal, regional and local SMART funding.

This Extension Project is an extension of our passenger rail system from Downtown San Rafael to Larkspur, terminating across the street from the Golden Gate Ferry Terminal that provides a regional connection to San Francisco.

The 2.2-mile route will utilize the inactive SMART owned railroad right-of-way and will make use of the Cal Park Hill Tunnel which was reconstructed in 2010 to prepare for rail service and provide a critical bicycle and pedestrian connection. A portion of the tunnel has been dedicated for use by bicycles and pedestrians, greatly reducing previous travel times between San Rafael and Larkspur for persons using those modes. The other side of the tunnel has been reserved for this rail extension.

The project requires railway improvements, including trackwork, a station platform, crossing improvements, trestle rehabilitation or replacement, short-term Transit Center improvements and signal installations.

Contract Scope of Work: Contract CV-DB-16-001 will design and construct the “backbone” of the passenger rail system – track, bridges, one station, grade crossings, a passing siding, and underground communication and power duct banks. A follow-on sole-source contract will procure and install the train signaling and communications system. Contract CV-DB-16-001 contains the following major work elements:

Trackwork: Trackwork will include constructing new track between Third Street in downtown San Rafael and the Larkspur station at Larkspur Landing. This includes a double track section between the existing downtown San Rafael station and Andersen Drive.

Trestle Bridges: The Project will replace two bridges over San Rafael creek and an un-named drainage channel south of Rice Drive and rehabilitate an existing timber trestle over Auburn Street.

West Francisco Boulevard Partial Realignment: As currently configured, the existing rail alignment crosses West Francisco Boulevard at grade immediately south of the San Rafael Creek crossing. The alignment then crosses at grade over two additional roadways (Irwin Street and Rice Drive) further down the alignment. The City of San Rafael has requested that SMART exchange right-of-way with the City roadway in order to close two crossings: Francisco Boulevard West and Irwin Street. This “flip” between Second Street and Rice Drive providing more efficient and safe rail and vehicular operations as well as support the City with their at-grade crossing application to keep Andersen Drive open further south in the alignment. In addition, the “flip” frees-up approximately ten feet that can provide valuable space in this very tight area for a future bicycle and pedestrian pathway that the City is planning to build.

At-Grade Road Crossings: The existing alignment between Downtown San Rafael and Larkspur includes six public at-grade roadway crossings. From north to south, these are: 1) Third Street; 2) Second Street; 3) West Francisco Boulevard; 4) Irwin Street; 5) Rice Drive; and 6) Andersen Drive. Two of these crossings would be eliminated with the aforementioned “flip” of West Francisco Boulevard between Second Street and Rice Drive and one private crossing will be added north of the Cal Park Hill tunnel. Vehicular traffic at the remaining at-grade crossings would be controlled by bells, flashing beacons, and gates. Roadway surfaces and path of travel at each crossing would be upgraded. All at-grade crossings would be designed and approved, in compliance with California Public Utilities Commission (CPUC) requirements.

Cal Park Hill Tunnel: The tunnel was reopened and rehabilitated in 2010 to accommodate a multi-use pathway and future SMART rail service. The tunnel was divided lengthwise by a concrete partition, with one side occupied by the pathway and the other side containing the future SMART rail bed. Improvements included in this contract will include track installation, lighting, safety path-of-travel, emergency communications and fire suppression systems.

Larkspur Station: The proposed Larkspur Station would have a center platforms that would extend the full length of the passenger boarding area. The station would be equipped with a shelter, lighting, and other amenities such as signage, schedules, bike lockers, information kiosks, and ticket vending machines. Adequate space for a drop-off area would be provided along with riders' vehicular parking at the south of the station.

Power and Communication Infrastructure: The contract will install the underground power and communications duct bank system. This will include providing the infrastructure for power to the station, at-grade crossings for warning device equipment, signal houses, lighting, and other power needs.

Andersen Drive Crossing: The City of San Rafael has requested that SMART construct the crossing as part of the Project. The City has developed construction documents for the construction of the Andersen at-grade crossing. The City is funding 100% of the work which amount to \$2,865,514.70. There will be additional costs (estimated to be \$1.5M) to the City for the Andersen Drive Crossing construction that will be included in the follow-on Signaling and Systems Contract for the grade crossing warning devices.

San Rafael Transit Center Modifications: SMART and Golden Gate Transit have developed modifications to the Transit Center in order to maintain all of the current functionality of the Transit Center within the existing area. This includes constructing new and modifying existing bus passenger loading platforms. The work primarily consists of reconstructing curb and gutters and passenger shelters.

The Solicitation Process: The State of California allows transit authorities to utilize a design-build delivery method for projects greater than \$25M through Public Contract Code §§ 20209 and Public Utilities Code §§ 130238. The prequalification step requires proposers to submit their team of representatives and subcontractors, demonstrate past experience with similar projects, provide claims history and other aspects of their proposed team. The State allows the selection process to follow a best value selection approach. The best value process considers such factors as price, technical expertise, life cycle cost, safety record, skilled labor availability and specific approach to the project.

Once a prequalified list is established, a Request for Proposals is issued to the proposers, inviting them to submit a technical and price proposal for the work. The proposal evaluation can include discussions with proposers, interviews, and another round of price proposals.

This Contract utilizes a design-build delivery method in which the Contractor completes the engineering design and constructs the work providing a single entity for the work.

The advantages of the design-build delivery method can include faster project delivery, cost savings due to the engineer and contractor jointly collaborating on design solutions, and greater certainty in final price due to reduced claim potential since the engineer and contractor are a single contract entity. Your Board adopted the design-build approach for this work with Resolution No. 2016-35 at the December 7, 2016 Board meeting.

We conducted a solicitation process for this Contract that followed the requirements of the State of California and standard industry practices. The process is summarized as follows:

- March 10, 2016 - SMART issued the Request for Qualification
- March 31, 2016 - SMART hosted an Industry Information Meeting for this Contract
- April 27, 2016 - SMART received Statements of Qualifications from five (5) Potential Design Build Entities
- August 3, 2016 - SMART qualified four (4) teams
- December 19, 2016 - SMART issued the final Request for Proposal to the pre-qualified teams
- February 14, 2017 - SMART received two (2) proposals
- June 1, 2017 - SMART requested Best and Final Offer Price Proposals
- June 7, 2017 - Best and Final Offer Proposals were received
- June 9, 2017 - SMART issued Notice of Intent to Award

We received proposals from two (2) qualified proposers, Shimmick Construction Company, Inc. and Stacy and Witbeck/Herzog, A Joint Venture (SWH) and convened a Selection Committee. The Selection Committee, which consisted of representatives from SMART, Golden Gate Bridge Highway and Transportation District (GGBHTD), the City of San Rafael, and Marin Transit, evaluated the technical proposals first without any knowledge of price, and then upon completing the technical evaluation, the selection committee evaluated the proposals. A combined score was generated and presented to me based upon the scoring criteria that were described in the request for proposals.

Staff spent the months of May and June clarifying the scope of work in the contract, and negotiating final work scope and pricing. On June 1, 2017 SMART issued a Best and Final Offer (BAFO) bid sheet to price the changes in the scope of work and to secure the best pricing. SWH submitted the most cost effective price of \$36,344,314.70 for the project. San Rafael's share of the cost is \$3,465,514.70 for the Andersen Drive construction and the relocation of a storm sewer. Thus, the cost to the Project is \$32,878,800.

After awarding the civil package, SMART will pursue a sole-source procurement for the train signaling and communications systems. This is critical so that SMART gets the same technology for critical systems elements like the Positive Train Control System. Staff anticipates bringing this contract to the Board for award in the third quarter of this year.

Funding: SMART has received committed funding of \$48,738,079 for the Project. It includes the following funding amounts and funding sources. There is no local SMART Measure Q funding in the Project.

FUNDING SOURCE	AMOUNT
REGIONAL - Metropolitan Transportation Commission	\$20,000,000
RM2	\$625,000
RM2	\$13,275,000
CMAQ	\$6,100,000
Federal Transit Administration	\$22,533,000
5309 - Federal Earmark	\$2,500,000
5309 - Small Starts Program	\$20,033,000
Federal Railroad Administration	\$3,000,000
Positive Train Control	\$3,000,000
Federal Highway Administration	\$3,205,079
Transit Center Modifications	\$3,205,079
TOTAL	\$48,738,079

The Metropolitan Transit Commission (MTC) allocated \$13.3 million in Regional Measure 2 (RM2) funding to SMART in April of this year for the Project. As part of their award, MTC conditioned SMART that they couldn't commit more than the \$13.3M until SMART had received an executed grant agreement from the Federal Transit Administration (FTA). The FTA Small Starts Program funding has been appropriated by Congress in the FY16 Budget. The grant agreement is under development and is anticipated to be executed in the Fourth Quarter of 2017. In order to maintain the project schedule, it is critical that critical "in-water" work commence this construction season. If we miss this work window this year, the project could be delayed by up to one year. While this would delay the opening of service to Larkspur, construction costs would increase. The Contractor has agreed to hold their price through December 31, 2017. Should SMART be unable to provide a full notice-to-proceed for the work, the contractor has reserved the right to renegotiate costs for the remaining work to account for escalation costs.

Thus, staff is recommending awarding the contract today for the full amount of \$36,300,000 and issuing a Limited Notice-to-Proceed for up to \$16,765,514.70. This includes the \$13.3M in MTC funding for the project as well as the City of San Rafael's share of \$3,465,514.70 for the City's improvements.

RECOMMENDATION:

Staff is recommending approving Resolution 2017-03 which provides for:

1. Authorizing the Chair of the Board to execute Design Build Contract CV-DB-16-001 with Stacy and Witbeck/ Herzog, A Joint Venture for an amount of \$36,300,000 for the design and construction of general engineering improvements consisting of track construction, bridge construction, bridge rehabilitation, station construction, electrical and communication infrastructure and other related improvements.
2. Authorize the General Manager to spend up to five (5) percent of the contract amount (\$1,815,000) from the Project budget to serve as contingency for unanticipated costs.
3. Directing the General Manager to issue a Limited Notice-to-Proceed not-to-exceed \$16,765,514.70 until the remaining funding has been allocated to SMART for the Project.
4. Approve Resolution 2017-04 authorizing the General Manager to execute a Memorandum of Understanding with the City of San Rafael for the Larkspur Extension Project

FISCAL IMPACT: Contract expenditures are included in the FY2017-18 budget.

Very truly yours,



Bill Gamlen, P.E.
Chief Engineer

cc: Erin McGrath
Bill Gamlen
Tom Lyons

Attachment(s):

- 1) Resolution No. 2017-03 with Design Build Contract
- 2) Resolution No. 2017-04 with the Memorandum of Understanding with the City of San Rafael

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, AWARDING THE DESIGN BUILD CONTRACT TO STACY AND WITBECK/HERZOG, A JOINT VENTURE, FOR THE CONSTRUCTION OF GENERAL ENGINEERING IMPROVEMENTS CONSISTING OF TRACK CONSTRUCTION, BRIDGE CONSTRUCTION, BRIDGE REHABILITATION, STATION CONSTRUCTION, ELECTRICAL AND COMMUNICATION INFRASTRUCTURE AND OTHER RELATED IMPROVEMENTS TO SMART'S PASSENGER RAIL SYSTEM FOR LARKSPUR EXTENSION PROJECT (CV-DB-16-001); AND DELEGATING CERTAIN AUTHORITY TO THE GENERAL MANAGER

WHEREAS, Section 105074 of the Public Utilities Code authorizes SMART to enter into a design build contract as a “transit operator” within the meaning of Article 6.8 (commencing with Section 20209.5) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code; and

WHEREAS, pursuant to Public Contract Code Section 20209.6, the Board of Directors of SMART is authorized to enter into a design-build contract for both the design and construction of a project when it is in the best interest of SMART; and

WHEREAS, SMART is advancing the Larkspur Extension Project – a 2.2-mile extension of the SMART passenger rail system from downtown San Rafael to Larkspur near the Golden Gate Ferry Terminal; and

WHEREAS, on December 7, 2016, the Board adopted Resolution No. 2016-35 adopting the design-build approach for the Larkspur Extension Project; and

WHEREAS, SMART’s solicitation process included the following:
SMART issued the Request for Qualification - March 10, 2016
SMART hosted an Industry Information Meeting for this Contract - March 31, 2016
SMART received Statements of Qualifications from five Design Build teams - April 27, 2016
SMART qualified four (4) teams - August 3, 2016
SMART issued the Request for Proposal to the pre-qualified teams - December 19, 2016
SMART received two (2) proposals - February 14, 2017
SMART requested Best and Final Offer Price Proposals - June 1, 2017
SMART received Best and Final Offer Proposals - June 1, 2017
SMART issued Notice of Intent to Award - June 9, 2017

WHEREAS, staff negotiated the terms and conditions of the proposed Design Build Contract (“Contract”) with Stacy and Witbeck/Herzog, A Joint Venture (SWH) (“Contractor”) and a copy of the proposed contract is on file with the Clerk; and

WHEREAS, staff will incorporate Contractor’s BAFO and the final negotiated deal points into the proposed contract; and

WHEREAS, once the proposed Contract is finalized and Contractor has provided the required bonds, insurance and escrowed documents, the Contract will be ready for execution.

WHEREAS, the Larkspur Extension Project is funded through Federal and regional funding; and

WHEREAS, the Metropolitan Transit Commission (MTC) allocated \$13.3 million in Regional Measure 2 funding to SMART in April of 2017 for the Larkspur Extension Project, but will not commit more funds until SMART receives an executed grant agreement from the Federal Transit Administration (FTA), which is expected to be executed in the Fourth Quarter of 2017; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sonoma-Marín Area Rail Transit District declares and orders as follows:

1. The findings and determinations set forth herein are true and correct, are supported by substantial evidence in the record and are adopted as set forth herein.
2. The Contract for the Design Build Contract CV-DB-16-001 shall be awarded to Stacy and Witbeck/Herzog, A Joint Venture.
3. The General Manger is hereby authorized, empowered and directed to undertake the following actions for the purpose of finalizing the Contract with Contractor:
 - (a) Finalize the proposed Contract with Contractor in a manner consistent with the staff report presented to the Board;
 - (b) Spend up to five (5) percent of the contract amount (\$1,815,000) from the Project Budget to serve as contingency for unanticipated costs.
 - (c) The General Manager is authorized to issue a Limited Notice-to-Proceed not-to-exceed \$16,765,514.70 until the remaining funding has been allocated to SMART for the Project.
4. The CFO is authorized to: (a) budget the contract in the amount of \$36,300,000, plus set aside a 5% contingency amount (Total Project Budget);
5. The Board authorizes the Chairperson to execute the final contract.
6. The General Manger and staff are authorized to take all action necessary and appropriate to carry out the Contract. The Clerk of the Board is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which

Resolution No. 2017-03
Sonoma-Marin Area Rail Transit District
June 21, 2017

the Board's decision herein are based. These documents can be found at SMART, 5401 Old Redwood Hwy, Suite 200, Petaluma, CA 94954.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 21st day of June, 2017, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge, Chair, Board of Directors
Sonoma-Marin Area Rail Transit District

ATTEST:

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

CONTRACT No. CV-DB-16-001

THIS DESIGN-BUILD CONTRACT No. CV-DB-16-001 is made and entered into this _____ day of _____ (the "Contract"), between the SONOMA-MARIN AREA RAIL TRANSIT DISTRICT (the "District") and,

- A corporation organized and existing under the laws of the State of _____,
- A partnership, whose general partners are _____,
- A joint venture, whose members are: Stacy and Witbeck/Herzog, JV.

the location of whose principal office is (hereinafter referred to as the "Contractor"), with reference to the definitions of terms set forth in General Conditions Article GC 1.3 and the following facts:

RECITALS

A. On December 19th 2016, the District issued a Request for Proposals (RFP) for design and construction of Larkspur Extension of its Initial Operating Segment (the "Project"), pursuant to procurement authority granted in the Public Contract Code Sections 20209.5 et seq.

B. The District's goals for the Project as stated in the RFP include: (1) satisfying its standards for design, construction, environmental sensitivity, maintainability, operability and life cycle; (2) providing opportunity for local workers and local subcontracted firms, including small businesses; (3) developing the system in accordance with the established schedule; (4) obtaining best value that is within SMART's budget and desire to minimize cost; and (5) satisfying the District's commitments to stakeholders including operating freight railroad.

C. The Contract Drawings and Contract Specifications set forth preliminary design concepts for the Project and serve to provide certain baseline requirements for the Project. These documents are preliminary in nature, and the Proposers were advised that the Contractor would be required to assume full responsibility and liability with respect to design of the Project in accordance with the requirements of the Contract Documents, including correction of any errors in the Contract Drawings and Contract Specifications.

D. The Contract Documents include provisions intended to allow the District's goals for the Project to be achieved and to reflect the Contractor's assumption of responsibility, risk, and liability for design of the Project, and a requirement to pay Liquidated Damages in the event of unexcused delay in completion. The RFP required the Proposers to account for such restrictions and requirements in determining the proposed Contract Price.

E. The District evaluated proposals in response to the RFP, and has selected the Contractor for award of the Contract based on a determination that its Proposal provided the best value to the District, considering the technical and price factors set forth in the RFP.

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

ARTICLE 1 CONTRACT DOCUMENTS.

Certain Definitions. Refer to General Conditions Article GC 1.2 and GC 1.3 for the meaning of various terms used in the Contract Documents.

Contract Documents. The Contract Documents are initially comprised of the following documents:

CONTRACT DOCUMENTS
Design-Build Contract (including Attachments A through G)
Supplemental Conditions for Contract CV-DB-16-001
General Conditions for Contract CV-DB-16-001
Program Requirements for Contract CV-DB-16-001
General Requirements - Division 01 – for Contract CV-DB-16-001
SMART Design Criteria Manual, , Rev. 2, December 15, 2012
Baseline Documents (to the extent specified in the definition of Baseline Documents in SC 1.3)
Construction Specifications, excluding any deviations from the requirements of the other Contract Documents contained therein which have not been specifically approved in writing as such by SMART
Construction Drawings, excluding any deviations from the requirements of the other Contract Documents contained therein which have not been specifically approved in writing as such by SMART
Contractor's Proposal, to the extent it meets or exceeds the requirements of the other Contract Documents.

The Contract Documents will also include: one or more Notice(s) to Proceed (NTP) and any supplemental agreements, amendments, Change Orders and Contract Modifications.

Interpretation of Contract Documents. Cross references to any articles of the General Conditions shall be deemed to mean reference to the General Conditions as modified and supplemented by the Supplemental Conditions.

ARTICLE 2 SCOPE OF WORK.

In consideration of the payments and agreements hereinafter set forth to be made and performed by the District and the Contractor, and under conditions expressed in the bond(s) of even date herewith and attached hereto, the Contractor agrees with the District to do all the work and furnish all the materials (except those materials expressly stated in the Contract Documents to be furnished by the District) necessary for the completion of the Project (the "Work"). The Contractor shall perform the Work in a good, workmanlike and substantial; manner and to the satisfaction of the District in accordance with the Contract Documents attached hereto.

A general description of the scope of the Work is set forth in Program Requirements Article PR 1.

ARTICLE 3 CONTRACT TIME

Notice To Proceed. The Contractor shall begin the Work as specified in, and on the date set forth in one or more Notices to Proceed issued by the District. See General Conditions Article GC 8.1.

Milestone Deadlines. The Contractor shall diligently prosecute the Work so as to achieve completion on or before the dates specified in General Conditions Article GC 8.4.1, as such dates may be extended in accordance with the Contract Documents:

Time Extensions. No extension of any Milestone Deadline shall be effective unless in writing signed by the District. See General Conditions Article GC 8.4 for more information regarding time extensions. Any extension shall be for such time and terms and conditions as shall be fixed by the District.

ARTICLE 4 COMPENSATION.

Contract Amount. As full compensation for the Work, the District will pay the Contractor the lump sum amounts specified in Attachment A hereto, and amounts for Provisional Sum Work not to exceed the amounts specified in Attachment A hereto, as such amounts may be adjusted under the terms and conditions of the Contract Documents. The total amount so payable is referred to herein as the "Contract Price."

ARTICLE 5 EXAMINATION OF DOCUMENTS AND SITE.

The Contractor warrants that, before submitting its Proposal, it carefully examined the Contract Documents together with the site of the proposed Work and its surrounding territory and is informed regarding all of the conditions affecting the Work to be done and labor and materials to be furnished for the completion of this Contract, including the existence of poles, wires, pipes, and other facilities and structures of municipal and other public service corporations on, over, or under the site, except latent conditions that constitute Differing Site Conditions under the terms of the Contract Documents, and that its information was secured by personal and other investigation and research. See Program Requirements Article PR 5.1.3 for more information regarding the Contractor's pre-Proposal site examination and General Conditions Article GC 4.6 for information on Differing Site Conditions.

ARTICLE 6 ALTERATIONS AND OMISSIONS.

The Work identified in the Contract Documents shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the District other than the consideration named in this Contract.

The District reserves the right, at any time during the progress of the Work, to alter the scope of Work, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with the Contract Documents for the altered or omitted Work, in accordance with General Conditions Article GC 4.2.

ARTICLE 7 PAYMENTS.

As the Work progresses in accordance with this Contract and in a manner that is satisfactory to the District, the District will make payments to the Contractor for Work completed in accordance with General Conditions Article GC 9.

If the Contractor does not comply with any direction concerning the Work or materials given by the District's Authorized Representative, the Contractor shall not be entitled to have any payment made for the non-complying Work. See General Conditions Article GC 5.12 regarding nonconforming Work.

ARTICLE 8 DBE COMMITMENT GOAL.

This Contract is subject to certain requirements concerning utilization of DBEs. It is the District's intent that DBEs have the maximum practicable opportunity to participate in the Contract. The Contractor must comply with the DBE commitments and demonstrate good faith efforts to achieve the **3.99%** DBE goal for this contract included in its Proposal, as it may be modified during the course of this Contract.

The Contractor agrees to:

- A. Carry out the award of Subcontracts to DBEs to the fullest extent consistent with efficient Contract performance.
- B. Establish procedures to ensure the timely payments of amounts due DBEs pursuant to the terms of the Subcontracts with DBEs.
- C. Cooperate in any studies or surveys as may be conducted by the District as may be necessary to determine the extent of the Contractor's compliance with DBE participation.

ARTICLE 9 PROJECT ORGANIZATION AND CONTACTS.

Attachment B identifies the Engineer and the initial Authorized Representatives of the District and the Contractor. The District shall have the right to change the Engineer, and each party shall have the right to change its Authorized Representative and addresses for notices, upon written notice delivered pursuant to this Article.

All notices and other communications concerning this Contract shall be written in English, shall bear the number assigned to this Contract by the District and shall follow the District's correspondence format and reference system.

Notices and other communications may be (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy. A notice to the District will be effective only if it is delivered to the District's Authorized Representative and other person(s) designated for delivery of notices in Attachment B hereto, and a notice to Contractor will be effective only if it is delivered to Contractor's Authorized Representative and other person(s) designated for delivery of notices in Attachment B hereto.

Notices shall be deemed delivered when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by telefacsimile after 4:00 p.m. Pacific Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.). Any technical problem or any failure of any kind preventing Contractor from delivering notice in accordance with the Contract shall be the sole responsibility of Contractor.

Contractor shall copy the District on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.

ARTICLE 10 WORKERS' COMPENSATION CERTIFICATION.

By executing this Contract, the Contractor certifies that it is aware of the provisions in Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Contractor covenants and agrees to comply with such provisions prior to commencing the performance of the Work of this Contract.

ARTICLE 11 LICENSING.

The Contractor acknowledges that all contractors in California are required by State law to be licensed, and are regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827-1703, mailing address P.O. Box 26000, Sacramento, CA 95826- 0026, Phone (800) 321-CSLB.

ARTICLE 12 INSURANCE.

The Contractor shall maintain in full force and effect liability insurance necessary to cover claims arising from the Contractor's operations under this Agreement, in accordance with Attachment C hereto.

ARTICLE 13 SECURITY INTEREST.

ARTICLE 14 In the event District fails to pay when due any sum owed to Contractor under this Agreement, Contractor shall have a security interest in the proceeds of the transactions and use tax approved by the voters of District in 2008 (the "Measure Q Sales Tax") as necessary to secure the sum due. The security interest created by this paragraph shall be subordinate to (i) any pledge of or grant of a security interest in the proceeds of the Measure Q Sales Tax to secure District's indebtedness or other obligations for borrowed money, whether such pledge or grant of security interest is made before or after this Agreement is made and (ii) any security interest created by an agreement for the provision of goods or services to District made before this Agreement is made. The security interest created by this paragraph shall expire on the sooner of satisfaction or extinguishment of District's duty to pay such sum or expiration or termination of this Agreement. It is the intent of District that this Section, having been duly approved by a resolution of District's Board of Directors, constitutes an evidence of indebtedness pursuant to Section 105262 of the Public Utilities Code. Upon expiration of the security interest as specified herein, Contractor shall execute and deliver to District any and all documents necessary to release such security interest.

ARTICLE 15 FURTHER ASSURANCES.

ARTICLE 16 Contractor shall promptly execute and deliver to the District all such instruments and other documents and assurances as are reasonably requested by the District to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontracts contained herein.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract as of the date first above written.

DISTRICT:

**SONOMA-MARIN AREA RAIL TRANSIT
DISTRICT**

By: _____

District Board Chairperson

CONTRACTOR:

NAME OF CONTRACTOR

By: _____
Authorized Signer for Contractor

Title: _____

California Contractor's License No. _____

Class A, License Expiration Date: _____

CONTRACT ATTACHMENT INDEX

ATTACHMENT A – Contract Price (Bid Schedule)

ATTACHMENT B – Authorized Representatives; Addresses for Notices

ATTACHMENT C – Insurance (as listed in Attachment C)

ATTACHMENT D – Subcontracting Plan Requirements

ATTACHMENT E – FTA & DOT Requirements

ATTACHMENT F – DBE Information

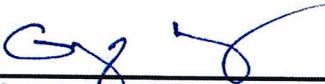
ATTACHMENT G – Scope and Contract Clarifications

ATTACHMENT A

CONTRACT PRICE

REVISED - BAFO 6/5/2017 - FORM BS – BID SCHEDULE - LARKSPUR EXTENSION (Milepost 14.8 to Milepost 17.0)

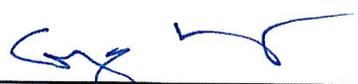
BID ITEM NUMBER	ITEM NAME	QTY	UNIT	UNIT COST	COST
1	Site Preparation	1	LS	\$1,130,000.00	\$1,130,000.00
2A	Trackwork	1	LS	\$6,450,000.00	\$6,400,000.00
2B	Track at Grade Crossings	1	LS	\$750,000.00	\$750,000.00
2C	MUP Fencing and Gates	1	LS	\$100,000.00	\$100,000.00
2D	Palisade Fence and Gate	1	LS	\$50,000.00	\$50,000.00
2E	Rice Drive Additional 8' High Security Fence	400	LF	\$58.00	\$23,200.00
2F	Provisional Sum: 6' Chain Link Fence	2000	LF	\$32.50	\$65,000.00
2G	Provisional Sum: 4' Chain Link Fence	600	LF	\$27.00	\$16,200.00
2H	Provisional Sum: High Security Fence	100	LF	\$34.00	\$3,400.00
2I	Provisional Sum: 8' High Security Fence	2000	LF	\$58.00	\$116,000.00
3	Special Trackwork	1	LS	\$528,000.00	\$528,000.00
4	Drainage	1	LS	\$1,345,000.00	\$1,345,000.00
5	Roadway	1	LS	\$3,700,000.00	\$3,700,000.00
6	Traffic Signal and Illumination	1	LS	\$805,685.30	\$805,685.30
7A	Utilities (Excluding Sanitary Sewer Force Main)	1	LS	\$425,000.00	\$425,000.00
7B	Sanitary Sewer Force Main	1	LS	\$600,000.00	\$600,000.00
8	AC Power	1	LS	\$1,000,000.00	\$1,000,000.00
9A	Sheet Pile Walls	1	LS	\$800,000.00	\$800,000.00
9B	Miscellaneous Walls	1	LS	\$460,000.00	\$460,000.00
9C	Structural Culverts	1	LS	\$275,000.00	\$275,000.00
10	Tunnel Improvements	1	LS	\$100,000.00	\$100,000.00
11A	Larkspur Station and Plaza	1	LS	\$1,375,000.00	\$1,375,000.00
11B	Larkspur Platform Shelters	2	EA	\$75,000.00	\$150,000.00
11C	District Field Office/Operations Trailer	1	LS	\$80,000.00	\$80,000.00
12A	Auburn Street Bridge	1	LS	\$200,000.00	\$200,000.00
12B	Unnamed Channel Bridge	1	LS	\$512,000.00	\$512,000.00
12C	San Rafael Creek Bridges	1	LS	\$1,450,000.00	\$1,450,000.00
13	Environmental Compliance and SWPPP	1	LS	\$750,000.00	\$750,000.00

BID ITEM NUMBER	ITEM NAME	QTY	UNIT	UNIT COST	COST
14	Systems	1	LS	\$3,100,000.00	\$3,100,000.00
15	Mobilization & Demobilization (3% of Base Proposal, max)	1	LS	\$1,000,000.00	\$1,000,000.00
16	PM & Design (10% of Base Proposal, max)	1	LS	\$3,575,000.00	\$3,575,000.00
17	Allowance: Unknown Unsuitable Material	N/A	N/A	\$100,000	\$100,000
18	Allowance: Contaminated Material	N/A	N/A	\$100,000	\$100,000
19	Allowance: Unknown Utilities and Obstructions	N/A	N/A	\$100,000	\$100,000
20	Attachment A: Andersen Drive Rail Crossing Improvements (attached to the Baseline Drawings and Program Requirements)	Complete next page, Bid Item No. 20, Andersen Drive & input on this line "TOTAL COST"		BID ITEM NO. 20 ANDERSEN DRIVE TOTAL COST:	\$2,865,514.70
21A	Attachment B: Bettini Center Civil Modifications (attached to the Baseline Drawings)	1	LS	\$1,700,000.00	\$1,700,000.00
21B	Attachment B Allowance: Bettini Shelters, Information Systems, and Platform Furnishings	N/A	N/A	\$500,000	\$500,000
*TOTAL PRICE:					\$36,300,000.00
 June 15, 2017 Signed and dated by Proposer's Authorized Representative(s)					
See *BID SCHEDULE – NOTES (page 81)					

ATTACHMENT A - BID ITEM 20 - BID SCHEDULE

**Andersen Drive Rail Crossing Improvements Project
BAFO - 6/1/2017**

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Surveying and Construction Staking	1	LS	\$40,000.00	\$40,000.00
2	Construction Signs and Traffic Control	1	LS	\$45,000.00	\$45,000.00
3	Clearing and Grubbing	1	LS	\$300,000.00	\$300,000.00
Minor Concrete					
4	4" Thick PCC Sidewalk (Median)	2,740	SF	\$23.00	\$63,020.00
5	6" Thick PCC Sidewalk (Bike Path and Median)	13,020	SF	\$12.25	\$159,459.00
6	Modified Type A Curb and Gutter	1,255	LF	\$49.00	\$61,495.00
7	Modified 24" Type A Curb and Gutter	15	LF	\$80.00	\$1,200.00
8	Type E Curb	1,215	LF	\$35.00	\$42,525.00
9	Cold Plane Asphalt Concrete (d=2") (F)	3,723	SY	\$5.75	\$21,407.25
10	Import Borrow	100	CY	\$41.00	\$4,100.00
11	Aggregate Base (Class II)	1,370	CY	\$140.00	\$191,800.00
12	HMA (Type A)	2,012	TON	\$162.00	\$325,944.00
13	Chainlink Fence	1,150	LF	\$35.00	\$40,250.00
Drainage Improvements					
14	Storm Drain Pipe (12-inch PVC)	288	LF	\$252.00	\$72,576.00
15	Storm Drain Pipe (18-inch PVC)	38	LF	\$350.00	\$13,300.00
16	Storm Drain Pipe (4-inch PVC)	122	LF	\$52.00	\$6,344.00
17	Abandon And Remove Storm Drain Facilities	1	LS	\$22,837.25	\$22,837.25
18	Storm Drain Manhole Type A	1	EA	\$9,000.00	\$9,000.00
19	Storm Drain Manhole Type B	2	EA	\$8,500.00	\$17,000.00
20	Storm Drain Catch Basin Type B	1	EA	\$5,500.00	\$5,500.00
21	Storm Drain Catch Basin Type C	1	EA	\$4,200.00	\$4,200.00
22	Erosion Control	1	LS	\$48,500.00	\$48,500.00
Roadside Signs					
23	Relocate Existing Sign to New Post	6	EA	\$775.00	\$4,650.00
24	Install New Sign on New Post	20	EA	\$775.00	\$15,500.00
25	Pedestrian Barricade	1	EA	\$1,350.00	\$1,350.00
Traffic Stripes and Pavement Markings					
26	Thermoplastic Pavment Marking	585	SF	\$30.00	\$17,550.00
27	Thermoplastic Pavment Marking (Green Bike Lane)	3,510	SF	\$17.00	\$59,670.00
28	Thermoplastic Pavment Marking (Detail 12)	100	LF	\$2.30	\$230.00
29	Thermoplastic Pavment Marking (Detail 13)	42	LF	\$2.30	\$96.60
30	Thermoplastic Pavment Marking (Detail 22)	40	LF	\$6.00	\$240.00
31	Thermoplastic Pavment Marking (Detail 24)	1,255	LF	\$2.30	\$2,886.50
32	Thermoplastic Pavment Marking (Detail 27B)	761	LF	\$2.30	\$1,750.30
33	Thermoplastic Pavment Marking (Detail 38)	213	LF	\$3.10	\$660.30
34	Thermoplastic Pavment Marking (Detail 39)	395	LF	\$2.50	\$987.50
35	Thermoplastic Pavment Marking (Detail 39A)	220	LF	\$2.50	\$550.00
Landscape Improvements					
36	Install New Tree	21	EA	\$900.00	\$18,900.00
37	Irrigation	1	LS	\$10,000.0	\$10,000.00
Lighting and Electrical Improvements					
38	Traffic Signal Improvements	1	LS	\$360,000.00	\$360,000.00
39	Railroad Crossing Improvements	1	LS	\$500,000.00	\$500,000.00
Project Management					
40	Project Management	1	LS	\$200,000.00	\$200,000.00
41	Mobilization / Demobilization	1	LS	\$65,000.00	\$65,000.00
42	Stormwater Pollution Prevention Plan and Measures	1	LS	\$15,000.00	\$15,000.00
43	Mitigation Monitoring and Monitoring Plan	1	LS	\$95,000.00	\$95,000.00
Total (Bid Item 20 matches this total):					\$2,865,514.70



June 15, 2017

Signed and Dated by Proposer's Authorized Representative(s)

Stacy and Witbeck / Herzog, a Joint Venture

COMPANY NAME

ATTACHMENT B

AUTHORIZED REPRESENTATIVES; ADDRESSES FOR NOTICES

The District's Representative is:

Bill Gamlen, P.E., Chief Engineer
Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954
Office Phone: 707-794-3049
Mobile Phone: 415-717-5838
Email: bgamlen@sonomamarintrain.org

The Contractor's initial Authorized Representative is:

Dan Elshire
Stacy and Witbeck, Inc.
2800 Harbor Bay Parkway
Alameda, CA. 94502
Tel: (510) 995-1614
Fax: (510) 748-1205
Cell: (510) 708-8824

Copies of all notices from Contractor regarding disputes, termination and default notices shall be delivered to the following persons in addition to the District's Authorized Representative:

Erin McGrath, Chief Financial Officer
Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

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

Copies of all notices from the District regarding disputes, termination and default notices shall be delivered to the following persons **in addition to the Contractor's Authorized Representative:**

ATTACHMENT C

INSURANCE (Contractor Provided Insurance)

1. Insurance Program. The following types of insurance coverage shall be provided:

- a. Primary Commercial General Liability (see Section 2)
- b. Umbrella Liability (see Section 3)
- c. Automobile Liability (see Section 4)
- d. Workers' Compensation/Employer's Liability (see Section 5)
- e. Pollution Liability (see Section 6)
- f. Builder's Risk (see Section 7)
- g. Professional Liability (see Section 8)
- h. Railroad Protective Coverage (See Section 9)
- i. Valuable Papers Liability (See Section 10)
- j. Aviation (See Section 11)

Evidence of insurance shall be provided to the District prior to the execution of the Contract by means of a certificate of insurance in form acceptable to the District, with copies of all endorsements attached, or (if requested by the District) by certified copy of the complete policy with all endorsements. Any policy deductibles and self-insured retentions shall be shown on the face of the certificate of insurance. The certificate of insurance shall be accompanied by a document (a copy of State license or letter from insurer) which indicates that the agent signing the certificate is an authorized agent of the insurer.

The cost of the insurance will not be measured, but the cost will be incidental to the Contract Price.

The insurance requirements set forth herein shall be in addition to and not in any way a substitution for all other protection provided under the Contract Documents.

No acceptance and/or approval of any insurance by the District shall be construed as relieving or excusing the Contractor, or the Contractor's surety, from any liability or obligation imposed upon either or both of them by the provisions of this Contract or elsewhere in the Contract Documents.

Unless more specifically described elsewhere in the Contract Documents, the Contractor shall at all times during the term of the Contract, and until notice of final Acceptance from the District, maintain in full force and effect the policies of insurance required by this Contract.

The Contractor shall not commence Work under this Contract until all the insurance required hereunder has been approved by the District, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained by the Subcontractor and approved by the Contractor. Notwithstanding the foregoing, builder's risk insurance shall not be required until start of construction. The Contractor shall be responsible for determining appropriate limits for Subcontractors.

All insurance policies required by this Attachment C or elsewhere in the Contract Documents shall be written on forms (including the actual wording of the policies and all endorsements) acceptable to the District and with insurance companies that are duly licensed to transact the prescribed coverages in each jurisdiction in which work under the Contract is to be performed and that have a current A.M. Best Rating of not less than A:VII or as otherwise approved by the District.

All insurance policies required by this Attachment C or elsewhere in the Contract Documents (other than workers' compensation and professional liability policies) shall include endorsements stating that the District and any other entities designated by the District are additional insureds (hereinafter collectively referred to as "additional insureds") with respect to liability arising out of or resulting from the operations and completed operations of the named insured under the Contract. Said endorsements shall also state that such coverage provided for the benefit of the additional insureds is primary and other coverage maintained by such additional insureds (if any) shall be non-contributing with the coverage provided under the policies.

All insurance policies required by this Attachment C or elsewhere in the Contract Documents, excluding professional liability policies but including workers' compensation insurance, shall contain waivers of subrogation with respect to the District and any other entities designated by the District. All policies shall provide that the bankruptcy or insolvency of the insured does not relieve the insurance company of its obligations under the policies.

In the event the Contractor maintains insurance with limits exceeding the limits required hereunder, the certificates of insurance provided to the District shall state the full extent of the coverage available to the parties.

Contractor agrees to notify the District immediately upon being advised that any insurance policies issued to address requirements hereunder have been or will be suspended, voided, canceled, modified or reduced in coverage or in limits.

If, during the term of the Contract, the Contractor fails to secure and maintain the required insurance, the District shall have the right (without the obligation to do so) to secure the insurance in the amounts specified in the name of the Contractor, in which case the Contractor shall pay all premiums, deductibles, self-insured retentions or other amounts associated with the insurance and shall furnish all information that may be required in connection with the District's purchase of such insurance. Nothing herein shall preclude the District from exercising all other available rights and remedies as a result of the failure of the Contractor or any Subcontractor to satisfy the insurance requirements set forth herein, including the rights to immediately suspend, discontinue or terminate the Contractor, at its discretion. Failure of the Contractor to provide or maintain any required insurance shall not relieve the Contractor from any liability under this Contract, nor shall

the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

2. Primary Commercial General Liability Insurance.

a. Coverage

Commercial General Liability Insurance coverage shall be at least as broad as the most recently promulgated version of ISO Form CG 0001 (Occurrence-Basic Coverage). The policy shall also include provisions that offer protection against all risks and exposures including the following:

- i. Premises and Operations Coverage with no exclusions for explosion, collapse and underground work (X, C, and U Exclusions).
- ii. Products and Completed Operations (including Latent Defect) Coverage.
- iii. Broad Form Contractual Liability Coverage (Assumed by oral or written agreement) covering the Contractor's obligations, including any indemnity provisions. Contractual liability exclusion to include an exception for insured contract and construction contract to be an insured contract.
- iv. Broad Named Insured Endorsement.
- v. Notice, Knowledge and Unintentional Errors and Omissions Coverage.
- vi. Incidental Malpractice Coverage.
- vii. Independent Contractors Coverage.
- viii. Personal Injury Coverage (Hazards A, B, and C) with no exclusion for liability assumed contractually or injury sustained by employees of the Contractor.
- ix. Broad Form Coverage for damage to property of the District, as well as other third parties resulting from the Contractor's work.
- x. Any aggregate limits shall apply on a "per project" basis.
- xi. Pollution Exclusion shall not be more extensive than the ISO Absolute Pollution Exclusion with "Hostile Fire" and "Building Heating System" Exceptions.
- xii. Railroad Coverage with no exclusion for construction activities within 50 feet of any railroad property. The Contractor must use ISO Form CG 24 17 or equivalent Railroad Endorsement.

b. Limits of Liability

Minimum limits of liability dedicated to the Project of \$2,000,000 for each occurrence and \$4,000,000 annual general aggregate shall be provided. Defense expenses shall be in addition to the limits of liability.

c. **Deductibles/Self-Insured Retentions**

Contractor is responsible for payment of all deductibles or self-insured retentions.

d. **Additional Insureds**

The policy shall name the District and any other entities designated by the District as additional insureds. The Contractor must use ISO Form 20 10 11 85 or equivalent additional insured endorsement. The policy shall contain a cross liability or severability of interest clause including bodily injury claims against any insured by employees of any other insured. Such insurance shall state that it is primary and that any other applicable insurance carried by any insured shall be specifically excess and not contributing therewith.

e. **Term of Coverage**

Coverage shall be maintained for the full Contract period (e.g., until the Contractor receives notice of final Acceptance from the District), except that extended coverage shall be provided for the Products/Completed Operations policy for not less than five years following the completion and acceptance of all Work under the Contract. The Contractor shall continue to name all additional insureds for the entire period.

f. **Other Coverage Features**

The policy is also subject to the following requirements:

The policy shall include a provision that no act or omission of the Contractor or any party acting under its direction will affect or limit the obligations of the insurance company in respect of any additional insured, except with respect to provisions limiting coverage for the sole negligence of an additional insured.

The policy shall provide coverage for third-party action over claims, including bodily injury to an employee of any insured or employees of the premises owner or employees of the insured's subcontractors or sub-consultants.

The policy shall delete any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work under the Contract.

3. Umbrella/Excess Liability Insurance.

a. **Coverage**

Umbrella/excess liability insurance coverage shall be at least as broad as the underlying primary commercial general liability policy and also include excess coverage for any automobile liability and employer's liability exposures.

b. **Limits of Liability**

Limits of liability dedicated to the Project shall be \$75,000,000 for each occurrence, \$75,000,000 annual general aggregate, and \$75,000,000 products completed operations aggregate, excess of the primary \$2,000,000/4,000,000 limits for commercial general liability. Defense expenses shall be in addition to the limits of liability.

c. Deductibles/Self-Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions.

d. Status of the District and Other Parties as Additional Insureds

The policy shall name the District and any other entities designated by the District as additional insureds.

e. Term of Coverage/Other Coverage Features

The provisions of Section 2(e) and (f), above, shall apply to all Umbrella Liability Policies required hereunder.

4. Automobile Liability Insurance.

a. Coverage

Automobile Liability Insurance coverage shall be at least as broad as the most recently promulgated version of ISO Form CA 0001, Any Auto (Symbol 1), with an MCS-90 Endorsements and a CA 9948 Endorsement attached if hazardous materials or waste are to be transported by the Contractor's vehicles. All vehicles used in performance of the Work shall be insured. Loading and unloading of any motor vehicle must be covered.

b. Limits of Liability

Minimum limits of liability of \$10,000,000 for each occurrence and \$10,000,000 aggregate shall be provided (primary to Umbrella/Excess Liability coverage described in Section 3, above). Lesser limits of liability may be provided in primary policies so long as limits of at least \$10,000,000 for each occurrence and \$10,000,000 aggregate are insured in primary and excess liability policies combined.

Said primary policy shall include IOS Form CA 20 70 10 13 Railroad Endorsement removing the exclusion of coverage for bodily injury or property damage arising out of operations within 50 feet of railroad property.

c. Deductibles/Self-Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions.

d. Status of the District and Other Parties as Additional Insureds

The policy shall name the District and any other entities designated by the District as additional insureds.

5. Workers' Compensation/Employer's Liability Insurance.

a. Coverage

- i. Coverage A: Statutory workers' compensation as required by the State or applicable federal laws or the applicable laws of other jurisdictions.
- ii. Coverage B: Employer's Liability, including coverage for Federal Employer's Liability Act exposure.

b. Limits of Liability

- i. Coverage A: Statutory.
- ii. Coverage B: Not less than \$2,000,000 bodily injury by accident; \$2,000,000 bodily injury by disease; and \$2,000,000 policy limit by disease (primary to Umbrella Liability coverage described in Section 3, above). Lesser limits of liability may be provided in primary policies so long as limits of at least \$2,000,000 for each occurrence and \$2,000,000 aggregate are in primary and excess liability policies combined.

c. Deductibles/Self-Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions.

6. Pollution Liability Insurance.

a. Coverage

The Contractor's Pollution Liability policy shall be written on an occurrence basis with coverage for bodily injury, property damage and environmental damage, including cleanup costs arising out of third party claims, for pollution conditions, and including claims of environmental authorities, for the release of pollutants caused by construction activities related to the Contract. Coverage shall include the Contractor as the named insured and shall include coverage for acts by others for whom the Contractor is legally responsible.

Coverage to be provided for bodily injury to or destruction of tangible property, including the resulting loss of use thereof, loss of use of tangible property that has been physically injured, and natural resource damage.

There shall be no exclusions or limitations regarding damages or injury from existence, removal or abatement of lead paint.

There shall be no insured vs. insured exclusion in the policy.

Defense including costs, charges, and expenses incurred in the investigation, adjustment or defense of claims for damages shall be included.

b. Limits of Liability

Minimum limits of liability dedicated to the Project of \$25,000,000 for each occurrence and \$25,000,000 aggregate must be provided.

c. **Deductibles/Self-Insured Retentions**

The Contractor is responsible for payment of all deductibles or self-insured retentions.

d. **Status of the District and Other Parties as Additional Insureds**

The policy shall name the District and any other entities designated by the District as additional insureds.

7. Builder's Risk Insurance.

a. **Coverage**

The Contractor's Builder's Risk Insurance Policy shall cover all risks of direct physical loss of or damage to property (including additional perils of flood, earthquake and collapse). Coverage shall be as broad as possible with respect to both covered property interests and covered locations. Coverage shall apply to all materials, supplies and equipment that are consumed on or intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site(s). Coverage for transit and storage away from the Project site(s) shall be covered as appropriate.

The policy shall be endorsed (a) waiving the insurance company's rights of recovery under subrogation against all insureds and additional insureds on the policy; (b) designating the District as a loss payee for all claims; and (c) deleting any provisions that void coverage with respect to the District for acts or omissions of the Contractor or any other party.

b. **Limits of Liability**

Full replacement cost of the work for physical damage perils, with a minimum limit of liability equal to the total value of awarded contract.

c. **Deductibles/Self-Insured Retentions**

The Contractor is responsible for payment of all deductibles or self-insured retentions. Deductibles or self-insured retentions for earthquake shall be no greater than five percent of the total value of each insured unit at the time of loss. Deductibles or self-insured retentions for all other perils shall not exceed \$250,000.

d. **Named Insured and Status of the District and Other Parties as Additional Insureds**

The policy shall name the Contractor as the first named insured, the District as an additional named insured, and any other entities designated by the District as additional insureds.

e. **Term of Coverage**

The insurance shall be maintained until the date of final Acceptance; provided that the Contractor shall not be required to maintain property insurance for any portion of the Project following any transfer of control thereof to the District.

8. Professional Liability Insurance.

a. Coverage

Professional Liability insurance shall be provided to protect against liability arising out of any negligent act, error or omission in performance of design or engineering services for the Project. If the Contractor provides Design Professional Services in-house, contractor's professional liability insurance or the equivalent is required. If any Design Professional Services are furnished by a Subcontractor, the Subcontractor shall be required to provide professional liability coverage.

b. Limits of Liability

The minimum limits for the principal designer (whether a Subcontractor or joint venture member of the Contractor) are \$5,000,000 per claim, and \$5,000,000 in the aggregate. The Contractor shall determine coverage limits for itself and any other design Subcontractors.

c. Deductibles/Self Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions. Any policy deductible shall be subject to approval of the District.

d. Term of Coverage

Coverage shall be maintained during the period starting on the date of the Limited Notice to Proceed and ending on the final Acceptance date, and shall contain an extended reporting period of five years following final Acceptance.

9. Railroad Protective Liability insurance.

a. Coverage

Railroad protective liability insurance shall be maintained during the period any Work is being performed within 50 feet of any railroad right of way.

b. Limits of Liability

Minimum limits of liability are \$2,000,000 per occurrence and \$6,000,000 aggregate.

c. Deductibles/Self Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions. Any policy deductible shall be subject to approval of the District.

d. Status of the District and Other Parties as Additional Insureds

The policy shall name the District and any other entities designated by the District as additional insureds.

10. Valuable Papers.

a. Coverage

Valuable papers insurance shall be provided to assure the restoration of any plans, drawings computations, field notes, or other similar data relating to the Work or the Project in the event of loss or destruction.

b. Limits of Liability

Minimum limits of \$200,000 per loss.

c. Deductibles/Self Insured Retentions

The Contractor is responsible for payment of all deductibles or self-insured retentions. Any policy deductible shall be subject to approval of the District.

d. Status of the District and Other Parties as Additional Insureds

The policy shall name the District and any other entities designated by the District as additional insureds.

e. Term of Coverage

Coverage shall be maintained during the period starting on the date of the Limited Notice to Proceed and ending when such items and data are turned over to the District.

11. Aviation Insurance. In the event any fixed or rotary aircraft are used in connection with this Agreement and/or in the execution of the work, a minimum of \$10,000,000 of aviation liability insurance must be maintained with the following requirements: the District must be named as an "additional insured" and a waiver of hull damage must be provided in favor of the Contractor and District. Also, if any aircraft is to be used to perform lifts at the project site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Contractor for approval prior to lift execution.

12. Insurance No Limitation of Liability. Insurance amounts required by this Attachment C shall not act as limitations of the Contractor's liability under this Contract.

13. Renewal Policies. The Contractor shall promptly deliver to the District a certificate of insurance and copies of all endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificate shall be delivered no later than the policy anniversary date and shall bear a notation evidencing payment of the premium therefor. If requested by the District from time to time, certified duplicate copies of the renewal policy shall also be provided.

14. Additional Insurance. The Contractor shall, by mutual agreement with the District and at the District's cost, provide any additional insurance as may be required by the District. The Contractor shall provide certificates of insurance evidencing any such additional insurance coverage.

15. Reinsurance. When the Contractor has utilized a fronting company to place insurance (as in the use of a captive), the Contractor shall assure that such reinsurer has consented to the following terms being made part of the insurer's policy and that these terms are also part of the reinsurance agreements between the insurer and each of the reinsurers:

(1) The insurers shall be the trustee of the reinsurance for the benefit of each insured under the policy and shall covenant to hold all rights and benefits under each such reinsurance contract in trust for each insured under the policy. Consistent with the foregoing, each reinsurer is aware that the insurer has constituted itself as a trustee of all reinsurance for the insureds under the policy and that the reinsurance is payable to the insurer as trustee for each of the insureds.

(2) In the event of the insolvency of the insurer, each reinsurer shall be responsible directly to each insured under the policy as beneficiary of the reinsurance contract on the basis of liability of the insurer without diminution because of the insolvency of the insurer.

16. Commercial Unavailability of Required Coverage. If, through no fault of the Contractor, any of the insurance coverage required under this Contract (or any of the required terms of such coverage, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the District will work with the Contractor to find commercially reasonable alternatives to the required coverages that are acceptable to the District. To demonstrate that a specific coverage (or component of coverage) is unavailable or commercially unreasonable, the Contractor must document, by providing a letter from the Contractor's insurance broker or agency, that the Contractor has sought to obtain that coverage (or component of coverage) from insurance carriers and that the coverage (or component of coverage) either is not currently offered or that it cannot be provided at a commercially reasonable price. Such letter shall include the names of the insurance carriers and appropriate detail regarding their unwillingness to provide coverage and/or premium indications. The Contractor shall not be entitled to any increase in the Contract Price for increased costs or borne risks resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. The District shall be entitled to a reduction in the Contract Price if it agrees to accept alternative policies providing less than equivalent coverage, with the amount to be determined based on evidence of insurance premiums as of the Proposal Due Date. The District's right to a reduction in the Contract Price as set forth in the preceding sentence shall be without regard to the insurance costs expended by the Contractor for the less than equivalent coverage or other insurance required under this Contract.

17. Prosecution of Claims. Unless otherwise directed by the District in writing, the Contractor shall be responsible for reporting and processing all potential claims by the District or the Contractor against the insurance required to be provided under this Contract. The Contractor agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of the District, whether for defense or indemnity or both. The District agrees to promptly notify the Contractor of the District's incidents, potential claims, and matters which may give rise to an insurance claim by the District, to tender its defense or the claim to the Contractor, and to cooperate with the Contractor as necessary for the Contractor to fulfill its duties hereunder.

18. Disclaimer. The Contractor and each Subcontractor have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified herein.

ATTACHMENT D

SUBCONTRACTING PLAN REQUIREMENTS FOR CV-DB-16-001

It is the policy of SMART that Contractor provide a full and equal range of opportunities for DBEs to compete for and perform subcontract work at all monetary levels arising from the Design-Build Contract for SMART's Larkspur Extension (LARKSPUR EXTENSION). SMART also highly encourages the use of local business subcontractors. SMART recognizes that it is not reasonable to require design-build proposers to identify specific Subcontractors at an early design stage. Therefore, rather than requiring Contractor to list all DBE Subcontractors at the time of the proposal, when the Subcontractors are unable to assess the true cost of the work and risks inherent in the Project due to the incomplete design, Proposers will only be required to identify certain Subcontractors in their Proposals, as described in the ITP, and otherwise will be allowed to defer identification of Subcontractors until after Award.

A. CONTRACT REQUIREMENT REGARDING DBE PARTICIPATION

SMART has determined that 3.99% DBE participation may reasonably be expected to compete for professional services, construction work and provision of materials, equipment and supplies for the Project. It is SMART's intent that DBEs have the maximum practical opportunity to participate as subcontractors under the Contract.

B. SUBCONTRACTING PLAN REQUIREMENTS

1. Minimum Requirements

At a minimum, the Subcontracting Plan shall:

- a. Describe the nature of all contract support to be obtained from sources other than Contractor or the Subcontractors listed in the Contractor's proposal;
- b. Describe the competitive procedures and methods planned to procure Subcontracts for services, materials and products for unlisted Subcontractors and pre-approved Subcontractors;
- c. Indicate the basis of bid evaluation and selection of said unlisted and pre-approved Subcontractors;
- d. Provide a range of subcontracting opportunities for firms of differing capacities.
- e. If the Contractor or an Affiliate is a DBE, provide information regarding work that will actually be performed by such entity.

2. Pre-approved Subcontractors

For pre-approved firms identified in the Contractor's proposal as potential Subcontractors that will be asked to bid on an identified portion of the Work, the Subcontracting Plan shall include procedures that provide for competitive bidding among the pre-approved Subcontractors and for selection of the lowest responsive pre-approved Subcontractor. Contractor is not required to

C. REPORTING REQUIREMENTS

1. Subcontract Information. Whenever a Subcontract is proposed for award, the Contractor shall promptly provide the District with the following information regarding the subcontract for review and approval:
 - a. The Subcontractor's name and business address;
 - b. The total dollar amount of the Subcontract;
 - c. The specific work items covered by the Subcontract;
 - d. The estimated quantities of each work item;
 - e. Individual unit prices (if applicable);
 - f. DBE status and certification, if applicable; and
 - g. Except as otherwise provided in paragraph B(2) a written summary of Contractor's good faith efforts to elicit DBE Subcontractor proposals.

2. Quarterly DBE Progress Reports. The Contractor shall keep records regarding the progress of DBE participation. The Contractor shall provide DBE progress reports to SMART monthly as part of its pay application in a format approved by SMART, including the following information for each subcontract:
 - a. The name of the Subcontractor;
 - b. DBE status and certification, if applicable;
 - c. Dollar amount of the subcontract;
 - d. Quantities (or other measure of performance) completed as of the quarter just ended;
 - e. Dollar amount paid under the subcontract as of the end of the quarter (separately stating the amount paid during the quarter in question with a cumulative total for the quarter and all prior periods);
 - f. Dollar amount retained as of the end of the quarter;
 - g. Dollar amount of outstanding invoices and of uncompleted work remaining on the subcontract; and
 - h. Expected completion date of subcontract.

The report shall also include a narrative summary stating whether the Contractor is on target with respect to its DBE participation commitment, whether it has exceeded its commitment (and stating the amount of the excess), or whether it is behind (and stating the amount of the deficit).

ATTACHMENT E – FTA & DOT REQUIREMENTS

UNITED STATES DEPARTMENT OF TRANSPORTATION (DOT), FEDERAL TRANSIT ADMINISTRATION (FTA) and CALIFORNIA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

19. **General.** In performance of its obligations pursuant to this Agreement, the Consultant agrees to comply with all applicable provisions of federal, state and local law, regulations, and FTA directives. The terms of the most recent amendment to any federal, state or local laws, regulations, FTA 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 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. Consultant 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. Consultant'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 Consultant, in addition to other remedies.
20. **Fly America.** 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, which provide that recipients and subrecipients of Federal funds and their Contractors 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. If a foreign air carrier is used, the Contractor shall submit 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.
21. **Buy America.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by the Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certificates for Use of steel, iron and manufactured products

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

[Name of Bidder or Offeror]

By: _____

Print Name: _____

Title: _____

Date: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

[Name of Bidder or Offeror]

By: _____

Print Name: _____

Title: _____

Date: _____

Certificates for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

[Name of Bidder or Offeror]

By: _____

Print Name: _____

Title: _____

Date: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

[Name of Bidder or Offeror]

By: _____

Print Name: _____

Title: _____

Date: _____

22. Cargo Preference - Use of United States Flag Vessels. The Contractor agrees:

(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 leading 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 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.

23. **Seismic Safety.** 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 Seismic Safety Regulations, 49 CFR 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 Agreement 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.

24. **Energy Conservation.** The Contractor 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.

25. **Clean Water.** The Contractor agrees:

(a) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

26. **Byrd Anti-Lobbying Amendment, as amended by the Lobbying Disclosure Act of 1995.**

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 any 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 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 the recipient.

Byrd Anti-Lobbying Certificate -Certification for Contracts, Grants, Loans, and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

[Name of Contractor]

By: _____

Print Name: _____

Title: _____

Date: _____

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27. Federal Changes. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

28. Clean Air. The Contractor agrees to:

(a) comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.* The Contractor agrees to report each violation to SMART and understands and agrees that SMART will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office; and

(b) include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

29. Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of 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.

30. No Obligation by the Federal Government.

(a) SMART and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SMART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the Agreement.

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

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

(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. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32. Special Termination Provisions. In addition to the Termination provisions contained in Article 7 of 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 the Government'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. 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 Agreement price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by SMART that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, then SMART, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure. SMART in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to ten (10) 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) 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 Agreement in whole or in part, for SMART's convenience or because of the failure of the Contractor to fulfill the Agreement obligations. SMART 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 SMART all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

If the termination is for the convenience of SMART, SMART shall make an equitable adjustment in the Agreement price but shall allow no anticipated profit on unperformed services.

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

If, after termination for failure to fulfill Agreement 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 SMART.

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33. Suspension and Debarment.

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows.

Suspension and Debarment Certificate

The Contractor hereby certifies that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

This certification is a material representation of fact relied upon by SMART. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to SMART, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a similar provision requiring such compliance in its lower tier covered transaction.

[Name of Contractor]

By: _____

Print Name: _____

Title: _____

Date: _____

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34. **Civil Rights.** The following requirements apply to the Agreement:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

(1) Race, Color, Creed, National Origin, Sex In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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. Parts 60, *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, 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 may issue.

(2) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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 may issue.

(3) Disabilities In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

35. **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.
36. **Performance During Dispute.** Unless otherwise directed by SMART, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.
37. **Claims for Damages.** Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he 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 of damage.
38. **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.
39. **Rights and Remedies.** 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.
40. **Disadvantaged Business Enterprises.** In addition to the requirements set forth in the Notice to Proposers Regarding Disadvantaged Business Enterprise (DBE) Information (see Attachment F – DBE Information), the following requirements apply to this Agreement.
- (a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **3.99%**. A separate contract DBE goal of **3.99%** has been established for this procurement.
- (b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SMART deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offer or will be required to report its DBE participation obtained

through race-neutral means throughout the period of performance.

(c) The Contractor is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from SMART. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Agreement is satisfactorily completed.

(d) 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 consent of SMART.

41. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statute or regulations, Consultant shall comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

42. No Federal Government Obligations to Consultant and Third Parties. Absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to Consultant, or any other third party in connection with the performance of the Agreement. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, contract, or subagreement, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

43. Geographic Restrictions. Consultant shall refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by SMART.

44. Access To Records and Reports. Consultant shall comply with the following requirements:

(a) **Record Retention.** Consultant shall, during the course of the Agreement and for three years after final payment, maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to the Agreement as SMART may require.

(b) **Access to Records.** Consultant shall 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 Consultant and its subconsultants pertaining to the Agreement. In accordance with 49 U.S.C. § 5325(a), Consultant shall require each subconsultant 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 subconsultant agreement and to audit the books, records, and accounts involving that subconsultant agreement as it affects the Agreement.

(c) **State Audit, Inspection, Access to Records and Retention of Records Requirements.** Consultant and its subconsultants shall establish and maintain an accounting system and

records that properly accumulate and segregate incurred costs by line item for the project. Consultant and its subconsultants' 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. Consultant and its subconsultants shall permit representatives of the State and State Auditor to inspect, examine, make excerpts or transcribe Consultant and its subconsultants' 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 Consultant and its subconsultants 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 Consultant and its subconsultants 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 Consultant and its subconsultants 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 Consultant and its subconsultants. Should Consultant and its subconsultants 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 Consultant and its subconsultants from any source.

The Consultant 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 Consultant 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 Consultant, 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 Consultant to SMART.

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

45. **Americans with Disabilities Act.** Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49, U.S.C. § 5301(d); and

the following Federal regulations including any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (c) U.S. DOT regulations "Americans with Disabilities (DA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- (d) U.S. DOT regulations, "Nondiscrimination on the basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (e) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (f) U.S. General Services Administration (GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (g) U.S. Equal Employment Opportunity Commission, "Regulations to implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (j) Any implementing requirements FTA may issue.

46. Fair Labor Standards Requirements. Consultant shall comply with the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 206 and 207, which apply to employees performing work under the Agreement.

47. Employee Protection Requirements. Consultant shall comply with section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, and shall ensure that the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Consultant shall comply with the determinations pertaining to these requirements that may be made in accordance with applicable U.S. Department of Labor (DOL) regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

48. State Fair Employment Practices. In the performance of work under this Agreement, Consultant and its subconsultants will not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status and denial of family care leave. Consultant and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-

f), set forth in chapters of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant and its subconsultants shall include the nondiscrimination and compliance provisions of this clause in all subconsultant agreements to perform work under this agreement.

Consultant and its subconsultants will permit access to all records of employment, employment advertisements, 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 SMART for the purpose of investigation to ascertain compliance with this Fair Employment Practices Section.

49. **Metric System.** To the extent required by U.S. DOT or FTA, Consultant shall use the metric system of measurement, as may be required by 49 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 or FTA. To the extent practicable and feasible, Consultant shall accept products and services with dimensions expressed in the metric system of measurement.

50. **Support of Agreement Costs.** All costs charged to the Agreement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. The Consultant shall permit the Government's authorized representatives to inspect all payrolls, records of personnel, invoices of materials and other relevant data and records, and to audit its books, records and accounts.

51. **Environmental Protection.** Consultant shall comply with the following requirements:

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

52. **Privacy Act.** Consultant 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. Consultant 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.

53. **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding

provisions 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 FTA Circular 4220.1E, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any SMART requests which would cause SMART to be in violation of the FTA terms and conditions.

ATTACHMENT F – DBE INFORMATION

NOTICE TO PROPOSERS REGARDING DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

SMART has established a DBE goal for this Contract of 3.99%.

1. TERMS AS USED IN THIS DOCUMENT

“Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

“SMART” means the Sonoma-Marín Area Rail Transit District.

“Small business” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

- A. If there is a DBE goal on the contract, a “Bidder/Proposer-DBE Commitment Form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Information on showing good faith efforts is set forth in Section 7 below. Only DBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP), located online at

<http://www.californiaucp.com/>.

- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - (1) The proposer is a DBE and will meet the goal by performing work with its own forces.
 - (2) The proposer will meet the goal through work performed by DBE subconsultants, subconsultants, suppliers or trucking companies.
 - (3) The proposer made adequate good faith efforts (See Section 7 below) to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Consultant shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database at: <http://www.dot.ca.gov/ucp/GetLicenseForm.do>.
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that

owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- E. For DBE trucking companies: credit for DBEs will count towards DBE credit, and credit will count towards the DBE goal, under the following conditions:
 - (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - (6) For the purposes of this Section 6, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

7. SHOWING GOOD FAITH EFFORTS FOR DBE UTILIZATION

The following lists samples of things a bidder can do to show it made good faith efforts in obtaining Disadvantaged Business Enterprise (DBE) participation.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case

basis to provide assistance in the recruitment and placement of DBEs.

- In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

ATTACHMENT F – DBE COMMITMENT FORM

DBE COMMITMENT AND UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offer is committed to a minimum of 3.99 % DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of 3.99%) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

INSTRUCTIONS - PROPOSER DBE INFORMATION

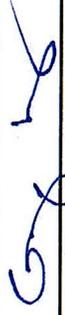
SUCCESSFUL PROPOSER:

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See "Notice to Proposers Regarding Disadvantaged Business Enterprise (DBE) Information" above to determine how to count the participation of DBE firms.

This form must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

ATTACHMENT F - DBE UTILIZATION - IDENTIFICATION AND INFORMATION FORM – LARKSPUR EXTENSION

NAME AND ADDRESS	CONTACT NAME AND TELEPHONE NUMBER	PARTICIPATION TOTAL CONTRACT VALUE) AND AMOUNT		DESCRIPTION OR PORTION OF WORK OR SERVICES SUBCONTRACTED	RACE AND GENDER OF FIRM	CERTIFIED DBE ID NUMBER
		PERCENT (OF VALUE)	AMOUNT			
ABSL Construction 29292 Pacific St Hayward, CA 94544	Luis Allende 510.727.0900	.10	%	Cold Plane; Underlayment (partial)	Hispanic; Male	5270
		\$ 65,000.00				
All City Trucking P.O. Box 1275 Fremont, CA 94538	Roger Singh 510.461.8287	1.13	%	Trucking (partial)	Asian Subcontinent; Male	36987
		\$ 400,000.00				
Area West Environmental, Inc. 6248 Main Ave, Suite C Orangevale, CA 95662	Rebecca Rozumowicz-Koadsun 916.987.3362	.41	%	Biological Monitoring	Caucasian; Female	32027
		\$ 145,000.00				
Bay Line Cutting & Coring, Inc. 1635 Fourth Street Berkeley, CA 94710	Juan Arreguin 415.508.1800	.03	%	Sawcutting	Hispanic; Male	21117
		\$ 10,560.00				
Hillside Drilling, Inc. 539 S. 11th Street Richmond, CA 94804	Cheryl Walsh 510.234.6532		%		Caucasian; Female	42048
		\$				
Jass Boys Truck Lines, LLC 555 Nichols Road Bay Point, CA 94565	Jasvir Singh 925.458.9500	.49	%	Trucking (partial)	Asian Subcontinent; Male	42936
		\$ 175,000.00				
North American Fence & Railing Inc. 515 23rd Avenue Oakland, CA 94606	Kira Comini 510.436.0755		%		Caucasian; Female	40456
		\$				
Wreco 1243 Alpine Road Suite 108 Walnut Creek, CA 94596	Han-Bin Liang 925.941.0017	.39	%	Geotechnical	Asian Pacific; Male	30066
		\$ 138,000.00				
Chavez Trucking 955A Vaughn Rd Dixon, CA 95620	Teresa Chavez 707.678.5154	.06	%	Trucking (partial)	Hispanic; Female	7974
		\$ 22,925.00				

SIGNED BY (& PRINT):  **DATE:** June 15, 2017 **PHONE NO.:** 510.748.1870
George Furnenz, President/CEO

ATTACHMENT F - DBE UTILIZATION - IDENTIFICATION AND INFORMATION FORM - LARKSPUR EXTENSION

NAME AND ADDRESS	CONTACT NAME AND TELEPHONE NUMBER	PARTICIPATION PERCENT (OF TOTAL CONTRACT VALUE) AND AMOUNT		DESCRIPTION OR PORTION OF WORK OR SERVICES SUBCONTRACTED	RACE AND GENDER OF FIRM	CERTIFIED DBE ID NUMBER
		\$	%			
Water Components & Building Supply 44 Simms Street San Rafael, CA 94901	Jane Jennings Fields 415.524.8290	\$ 70,000.00	.20 %	Utility Piping and Misc Supplies (partial)	Caucasian; Female	27363
CMC Traffic Control Specialists 3450 3rd St. Unit 3G San Francisco, CA 94124	Crystal Miks 415.206.1700	\$ 425,000.00	1.20 %	Traffic Control/Striping/Signage (partial)	Caucasian; Female	33473
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
		\$	%			
SIGNED BY (& PRINT): <u>George Furranz</u> DATE: <u>June 15, 2017</u> PHONE NO.: <u>510.748.1870</u> George Furranz, President/CEO						

Attachment G – Scope and Contract Clarifications

Contract CV-DB-16-001

SMART Larkspur Extension

Scope and Contract Clarifications

This attachment G clarifies and memorializes the Scope of Work and Project understandings and clarifications as discussed between SWH and SMART. The clarifications below supersede various contract documents (Program Requirements, Design Criteria, General Conditions, Baseline Documents, etc.) Each item includes a general description, and a revision of specific contract documents; however, omission of a specific contract document revision is not intended to imply a change to the spirit of the understanding or clarification.

1. The Work is in general conformance with the previous RFP documents as revised through Addendum 2, and revised documents provided in SMART's 6/1/2017 letter requesting a Best and Final Offer (BAFO).

2. General: eliminate the requirement for GRS conduits in the tunnel, and on walls.

Specific: PR 12.4.13.A.2 is revised to read, "Use only GRS conduit and accessories for all exposed installations in the tunnel, station under-platform chases, and other exposed above ground lighting conduits. Underground PVC or HDPE conduits and ductbanks are specifically allowed in lieu of GRS on walls and in the tunnel. At stations, PVC conduits may be encased in station walls/slabs."

3. General: A dynamic track stabilizer is not required.

Specific: PR10.5.2 is hereby revised to eliminate the last paragraph.

4. General: Substitute MBGR for Type 60 Barrier:

Specific: Metal Beam Guardrail (MBGR) may be used in lieu of the concrete Type 60 Barrier along Francisco Boulevard as shown on Baseline Documents drawings TR110 and TR111.

5. General: use SDR35 in lieu of RCP in steel casings.

Specific: Baseline Document Drawing U101 designation U10 is modified to read "Install Reinforced Concrete Pipe – 24" (portions within steel casings may be PVC SDR 35)", and

designation U11 is modified to read "Install Reinforced Concrete Pipe – 18" (portions within steel casings may be PVC SDR 35)."

6. General: Use IOS-1 Grade Crossing Track Section.

Specific: Grade Crossing track section shall be similar to IOS-1 Design Package 4A drawing GX002 (as opposed to Larkspur Extension Baseline Drawing GX002), with the clarification that the section shall include subballast.

7. General: Use IOS-1 type systems infrastructure.

Specific: The mainline and track grade crossing ductbanks will be the same configurations used on SMART IOS-1 in terms of number of raceways, materials, and pullbox sizing/spacing. Reference Design Package 4A drawing GX002,

8. General: Eliminate casings for conduits at the track crossings:

Specific: HDPE, PVC, and/or GRS casings will not be required for track crossing conduits; conduit configuration shall be similar to IOS-1 Design Package 4A drawing GX002.

9. General: Retrofit Auburn Bridge in lieu of Replacing, and reduce loading/design life.

Specific: Auburn Bridge will be retrofitted in lieu of replaced in conformance with the requirements of Program Requirements PR 9.5 from Contract CV-DB-11-001. The Minimum Design Loading shall be E-50. The 15'-0" minimum clearance below the Auburn Bridge, and the 22'-11" minimum clearance above to the Highway 101 bridge as shown on Baseline Drawing BR101 shall still be achieved. A Bridge Inspection and Rating report shall be produced for the existing structure to validate this approach. (Design Variance Required)

10. General: Reduce design Load for Unnamed Channel to E-50.

Specific: The Minimum Design Loading for Unnamed Channel Bridge will be E-50. (Design Variance Required)

11. General: Reduce loading and spans at San Rafael Creek.

Specific: The Minimum Design Loading for San Rafael Creek Bridge will be E-50, and a minor reduction in span lengths to approximately 64' may be utilized to achieve a more economical design, as opposed to the span lengths shown on Baseline Document Drawing BR103. (Design Variance Required)

12. General: Eliminate Gawk Screen along 2nd Street onramp to 101South.

Specific: PR8.5.5.8 is revised to eliminate the requirement for Glare screen (gawk screen).

13. General: Eliminate Temporary parking lot.

Specific: The temporary parking lot referenced in PR 8.5.5.10, including temporary earthwork, paving, lighting, and/or fencing will not be required.

14. General: Submit 3 levels of each design package, rather than 5.

Specific: PR2.2.5 is revised to require the submission of Design Packages at 3, rather than 5 levels. Design Packages shall be submitted at the 75%, 100%, and IFC advancement levels.

15. General: Bettini Center revised per BAFO drawing B-100

Specific: The BAFO-revised scope of Bid Item 21A at Bettini Center includes the full replacement of paving and flatwork, and demolition or salvage of all ground-level amenities (signs, benches, Clipper card machines, bollard lights, map cases, bike racks, etc.). Scope also includes the 100% removal of the Canopy at platform C, and approximately 50-60% removal of the Canopies at platforms A and B. The scope includes the salvage of canopy-mounted amenities (lights, cameras, and signage). The scope does not include replacement/re-installation of salvaged amenities, nor does it include aesthetic improvements to the non-removed portions of existing canopies. The scope does not include any work to accommodate roof drainage of the canopies to remain. The scope does not include handling or disposal of any contaminated or hazardous materials. The work within Bettini center is to be performed as night/weekend work, but it should be understood that concessions to the RFP work restrictions will have to be made to accommodate this work, including eliminating the requirement that Bettini be performed as the last order of work.

16. General: Access to the Work along Francisco Blvd between Rice Drive and 2nd Street November 1, 2017, and Anderson April 1, 2018.

Specific: SC 5.5 is modified as follows:

Revise 5th paragraph of Andersen Drive to read, "The work Described in Attachment A – Andersen Drive Rail Crossing Improvements Project shall not start before April 1, 2018."

Add 5th paragraph to Francisco Blvd. West, Irwin Street, and Rice Drive that reads, "Construction of the new Francisco Blvd between Rice Drive and 2nd Street" may begin November 1, 2017.

Delete "Bettini Transit Center, Improvements at Cijos Street. Sequence of Work" in its entirety.

Revise the first paragraph of "Bettini Transit Center Improvements Work Inside Bettini Transit Center" to read, "Work in the Bettini Transit Center between the north curb line of 2nd Street and the south curb line of 3rd Street as described in Attachment B – Bettini Transit Center Modifications requiring closure to traffic or interruption to Transit Center operations shall be performed only between the hours of 9:30pm and 5:00AM weekdays, or between 9:30PM Friday and 5:00AM Monday."

17. General: CPUC crossing approval is 11/1/17 for Rice; 4/1/18 for Andersen; no permit required for the Private Crossing:

Specific: SC7.10 Permit Dates are revised as follows:

New Grade Crossing at Francisco Blvd West, November 1, 2017.

New Grade Crossing at Andersen Drive, April 1, 2018.

New Grade Crossing at the Private Crossing "No CPUC permit required".

Emergency Pedestrian Crossing at Larkspur "No CPUC permit required".

18. General: In-water work will be allowed until November 30 of each year.

Specific: Table 18.1 in PR18 is revised as follows:

Section 401 Permit: October 15 is revised to November 30.

Section 404 Permit: October 15 is revised to November 30.

Section 10 Permit: October 15 is revised to November 30.
Steelhead, Salmon & Green Sturgeon: October 15 is revised to November 30.
Sensitive Fish Species and Habitats: October 15 is revised to November 30.

19. SMART shall provide property access and ROW as specified in the RFP, as required to meet the project goals, and to allow efficient construction beginning on the dates specified above.
20. General: SMART directed that the sheetpile wall between Irwin and Rice be reduced by 500LF.

Specific: Baseline Document Drawings RD101 and RD102 are modified to include a sheetpile wall along the existing drainage swale with a maximum length of 473' (nominally 500' less than originally shown). If the final design requires sheetpiles for a longer length, or if other measures are required for slope protection, this shall be a change order.
21. SMART will participate in a collaborative Design Review process with expedited review periods, and over-the-shoulders throughout the design advancement process.
22. SMART will provide all Environmental/other permit applications at NTP.
23. No planting or rip rap slope protections is required along San Rafael Creek, Unnamed Channel, nor the existing drainage swale between Irwin and Rice.
24. SMART will facilitate early access to the "sliver" section of the car dealer lot south of Rice to allow geotechnical and survey work in support of design and early sheetpile installation.
25. Dan Elshire will fulfill the position of Contractor's or D/B Representative (Project Manager) as discussed.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, APPROVING AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SAN RAFAEL FOR THE LARKSPUR EXTENSION PROJECT

WHEREAS, SMART is advancing the Larkspur Extension Project – a 2.2-mile extension of the SMART rail system to Larkspur; and

WHEREAS, the City constructed a new roadway, Andersen Drive, across the SMART railroad track; and

WHEREAS, at the time, the California Public Utilities Commission (“CPUC”) provided conditional approval for an at-grade crossing where Andersen Drive crossed the railroad track, which expires upon regularly scheduled train service; and

WHEREAS, the City has prepared and submitted a new at-grade crossing application to the CPUC for the Andersen Drive crossing which is currently under review by the CPUC; and

WHEREAS, in order to support City’s application, the City developed a concept to re-align and close two at-grade crossings nearby: Francisco Boulevard and Irwin Street by flipping, the railroad right-of-way with the City road – Francisco Boulevard West between Second Street and Rice Drive (“the Francisco Blvd. West Flip”); and

WHEREAS, this concept puts the railroad right-of-way up against US101 and maximizes space for the City to develop the roadway and possibly a new bicycle and pedestrian pathway; and

WHEREAS, the City has developed construction documents for the construction of the Andersen at-grade crossing and requested that SMART construct the crossing as part of the rail extension, and the City is funding 100% of the cost; and

WHEREAS, to support the Francisco Blvd. West Flip, it is necessary for the Parties to exchange land at no cost to either party; and

WHEREAS, in connection with the construction of the Larkspur Extension Project, SMART and the City of San Rafael desire to cooperate on: (1) the construction of the Andersen Drive at-grade crossing; (2) the re-alignment of Francisco Blvd. West (the Francisco Blvd. West Flip); and (3) exchanging certain parcels of land to accommodate the Francisco Blvd. West Flip; and

WHEREAS, SMART and the City of San Rafael have memorialized the terms of their cooperation in a proposed Memorandum of Understanding (“MOU”) attached hereto as Exhibit A and incorporated herein by reference; and

Resolution No. 2017-04
Sonoma-Marin Area Rail Transit District
June 21, 2017

WHEREAS, on March 20, 2017, at a regularly scheduled meeting, the City Council of the City of San Rafael approved and authorized the City Manager to execute the MOU attached as Exhibit A; and

WHEREAS, the Board of Directors of SMART finds that cooperation between SMART and the City of San Rafael on the terms set forth in the MOU attached as Exhibit A, will promote cost savings, public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma-Marin Area Rail Transit District hereby approves and authorizes the General Manger to execute the Memorandum of Understanding with the City of San Rafael attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marin Area Rail Transit District held on the 21st day of June, 2017, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge, Chair, Board of Directors
Sonoma-Marin Area Rail Transit District

ATTEST:

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

MEMORANDUM OF UNDERSTANDING

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT AND CITY OF SAN RAFAEL

This Memorandum of Understanding (“Agreement”) is entered into as of this ____ day of March, 2017, by and between the Sonoma-Marín Area Rail Transit District, a public entity duly established under the laws of California (“SMART”) and the City of San Rafael, a California Charter City (“City”), (collectively referred to as the (“Parties”).

RECITALS

A. SMART was created pursuant to AB 2224 (California Public Utilities Code § 105000 et seq.) for the purpose of providing a passenger rail service and multi-use pathway within the Counties of Sonoma and Marin.

B. The SMART rail corridor, historically known as the Northwestern Pacific Railroad Authority (NWPRA), generally parallels Highway 101 running north-south in Sonoma and Marin Counties. The corridor is owned by SMART from Milepost (MP) 68.22 in Healdsburg southward to MP 11.9 in Corte Madera.

C. SMART is obligated to operate and maintain the rail corridor in accordance with applicable California Public Utilities Commission (CPUC) and Federal Railroad Administration (FRA) laws and regulations.

D. SMART has completed Environmental review and is proceeding with design and construction of passenger rail service and accompanying multi use path along an approximately 70-mile existing rail corridor extending from Cloverdale in Sonoma County, California, to a location near the ferry terminal in Larkspur, Marin County, California.

E. SMART has completed construction of its passenger rail service system between the Sonoma County Airport Station at approximately MP 59.9 to the Downtown San Rafael Train Station at MP 17.0.

F. SMART is proceeding with the design and construction of the passenger rail service system another 2.2 miles from the Downtown San Rafael Train Station to a

location near the ferry terminal in Larkspur at or near MP 14.9 (the "SMART Larkspur Extension Project").

G. In the fourth quarter of 2016, SMART issued a Request for Proposal (RFP) to elicit bids for a design-build contract for the construction of the SMART Larkspur Extension Project.

H. The CPUC determined that in order to accommodate future vehicular traffic at Andersen Drive once regular train service is scheduled through the crossing, the City must apply for authorization and be financially responsible for making all the necessary improvements to the crossing as deemed necessary by the CPUC.

I. The Parties have determined that certain infrastructure located in the SMART rail corridor within City are needed. In particular, the City desires to: (1) create a new at-grade crossing at SMART's right-of-way at Andersen Drive (the "Andersen Drive Crossing Project"); and the Parties desire to (2) realign SMART's right-of-way at Francisco Boulevard West between Second Street and Rice Drive (the "Francisco Blvd. West Realignment Project").

J. The Parties desire to include the Andersen Drive Crossing Project and the Francisco Boulevard West Realignment as part of the SMART Larkspur Extension Project. The Parties have agreed that SMART's Contractor shall perform the work to maximize economic efficiencies for both Parties and to minimize future disruption to the rail corridor.

K. With respect to the Francisco Blvd. West Realignment Project, the Parties agree that closing two existing crossings and realigning and improving a third crossing will enhance safety for passenger rail service and vehicular traffic. In order to execute this Project, it is necessary for the Parties to exchange land as set forth in Article III, Section 3, below.

L. The Parties desire to enter into this Memorandum of Understanding to allow the Andersen Drive Crossing Project and the Francisco Boulevard West Realignment Project to be expeditiously processed in a manner that does not adversely impact SMART's project schedule for the SMART Larkspur Extension Project.

M. "SMART" as used in this Agreement shall include any and all of SMART's Contractors and Subcontractors.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SMART and City agree as follows:

ARTICLE I

GENERAL RESPONSIBILITIES

1. RECITALS

A. The above recitals are true and correct and are hereby incorporated in and expressly form a part of this Agreement.

2. COORDINATION

A. City shall coordinate the work with SMART's Chief Engineer or his designee. City shall designate a representative who will participate in decision making regarding the Andersen Drive Crossing Project and the Francisco Boulevard West Realignment Project and resolve issues in a timely manner ("City Representative"). The City Representative will be the sole point of contact for SMART regarding the City Projects. The City Representative shall have, on behalf of City, the authority to make decisions, commit to financial obligations, and authorize major road and lane closures. The City Representative shall not have authority to direct SMART or SMART's Contractor. Contact information for the Parties' respective representatives are as follows:

SMART Representative	City Representative
Bill Gamlen	Jim Schutz or designee
Chief Engineer Sonoma Marin Area Rail Transit (SMART) 5401 Old Redwood Highway, Ste. 200 Petaluma, California 94954	City Manager City of San Rafael 1400 Fifth Avenue San Rafael, CA
Phone: 707.794.3330	Phone: 415.459.3070

Fax: 707.794.3037	Fax: 415.459.2242
Email: bgamlen@sonomamarintrain.org	Email: jim.schutz@cityofsanrafael.org

3. SCOPE OF WORK

A. Proposed Improvements.

The Parties desire to make the following improvements:

1. Andersen Drive Crossing Project. The City is required to construct an at-grade crossing across SMART's right-of-way at Andersen Drive at or near Milepost 15.9. City desires SMART to manage construction of the Andersen Drive Crossing Project as part of the SMART Larkspur Extension Project.

2. Francisco Blvd. West Realignment Project. In order to implement the Andersen Drive Crossing, the Parties desire to realign the railroad right-of-way with Francisco Blvd. West between Second Street and Rice Drive which will involve: (a) eliminating two at-grade crossings across SMART's right-of-way (one at-grade crossing at or near MP 16.7, and one at-grade crossing at or near MP 16.9); and (b) realigning and improving the at-grade crossing located between MPs 16.5 and 16.6 at Francisco Blvd. West between Second Street and Rice Drive.

ARTICLE II

ANDERSEN DRIVE CROSSING PROJECT

1. CITY'S RESPONSIBILITIES

City shall be responsible for the following with respect to the Andersen Drive Crossing Project:

A. Payment: City shall be responsible for paying all costs associated with constructing the Andersen Drive Crossing Project, including but not limited to road work, drainage improvements, sidewalks, traffic striping, road crossing panels in the track, traffic signals,

traffic signal control equipment, street lighting, grade crossing warning equipment, and any other appurtenances thereto. City shall also be responsible for paying all unknown costs such as those associated with the removal of hazardous materials or differing site conditions or delays which may arise as part of constructing the Project. City shall reimburse SMART for the costs of the Andersen Drive Crossing Project in accordance with Section 3.A., below.

- B. CPUC: City shall be responsible for securing approval from the California Public Utilities Commission (CPUC) for the Andersen Drive Crossing Project. The City shall comply with all CPUC conditions of approval at its own expense.
- C. Final Plans, Specifications and Estimate of Costs: City has prepared final and complete construction documents including plans, specifications, and an engineer's estimate for the work. At the City's request, SMART has included the construction documents in SMART's design-build contract for the SMART Larkspur Extension Project. The construction documents are included and incorporated hereto as Exhibit A.
- D. Environmental Documentation and Regulatory Permits: City has or shall obtain all required environmental clearances and regulatory permits for the Andersen Drive Crossing Project. City shall provide SMART with all required documentation prior to the start of construction (anticipated to be April 2, 2018). City understands that failure to provide these documents could delay construction which could generate delay costs that would be the City's sole responsibility.
- E. Notification: City shall be responsible for any public outreach it determines to be necessary, including notifications to the public of work to be performed on the Andersen Drive Crossing Project.
- F. Utilities: City shall be responsible for utility investigation and conflict resolution and/or utility relocations according to the planned work and consistent with the project schedule.
- G. Road Closure: City, by way of this Agreement, grants approvals for all lane and road closures requested by SMART for the Anderson Drive Crossing Project at no cost to SMART. No additional permits

will be required. The City Representative shall coordinate lane and road closures as needed to construct the Work. City agrees to allow closure of Andersen Drive for up to an initial four (4) months at no cost to SMART. The closure may be extended thereafter for one month increments as needed at no additional cost to SMART. At no time, however, shall closures of Andersen Drive and West Francisco Boulevard be permitted to occur at the same time. SMART will make every attempt to reduce the length of the closure during construction. SMART, City and SMART's contractor will meet thirty (30) days prior to the closure to review details and finalize closure specifics with a focus on safety and reducing the time in which the closure is in place. SMART, City and SMART's contractor will meet thirty (30) days prior to the start of construction in San Rafael to review details and finalize traffic control measures in order to provide the safest signage and notification to the general public. Access to adjacent properties shall be maintained at all times during the construction project.

- H. Quiet Zone: The City is responsible for any improvements that may be necessary if the City chooses to pursue a quiet zone for the Andersen Drive crossing.
- I. Inspection: City may inspect, at their expense, the Andersen Drive improvements during construction and at the conclusion of the construction work. The City may not direct SMART's contractor.

2. **SMART'S RESPONSIBILITIES**

SMART agrees to be responsible for the following as to the Andersen Drive Crossing Project:

- A. Design-Build Contract: SMART shall include the Andersen Drive Crossing Project improvements as part of the planned design-build contractor procurement for the SMART Larkspur Extension Project provided City is able to meet the schedule for providing construction documents, environmental clearance and regulatory permits for the work as set forth in Article II, Section 1. C., above.
- B. Contract Administration: SMART shall administer the construction contract for the Andersen Drive Crossing Project, at City's expense.

Costs to SMART for administration of the project shall be paid under this Agreement pursuant to Section 3.C., below.

- C. Procedures: SMART shall prepare and submit to the City change orders that would be required to complete the Andersen Drive Crossing Project for review and approval before said work occurs. [City shall review and approve change orders within 15 working days.] SMART and City will mutually develop a procedure for processing change orders prior to the start of construction.

3. PAYMENT AND REIMBURSEMENT PROCEDURES

- A. Upon SMART providing the actual cost of the Work in the form of bid results, San Rafael shall provide written approval of cost within 10 working days in order to authorize construction.
- B. Within 30 days of receipt of SMART's invoices, City shall reimburse SMART for the costs associated with constructing the Andersen Drive Crossing Project, including but not limited to road work, drainage improvements, sidewalks, traffic striping, road crossing panels in the track, traffic signals, traffic signal control equipment, street lighting, grade crossing warning equipment, and any other appurtenances thereto. City shall also reimburse SMART for all unknown costs such as those associated with the removal of hazardous materials or differing site conditions or delays which may arise as part of constructing the Project. The Parties agree that the work for the Andersen Drive Crossing Project is estimated to cost approximately four million five hundred thousand dollars (\$4,500,000.00) plus an additional ten percent (10%) contingency. The costs are shown in Exhibit B1-B2.
- B. City shall provide SMART with a deposit of ten percent (10%) of the contract price for the construction of the Andersen Drive Crossing to be paid to SMART at the execution of SMART's design-build contract.
- C. The Parties agree that SMART will bill the City at a rate of \$125.00 per hour for the cost of managing the construction work with a total not-to-exceed amount of one hundred twenty thousand dollars

(\$120,000.00). Should the construction work be extended due to delays associated with the work and/or delays caused by City, City shall pay the additional management costs at the same rate.

ARTICLE III

FRANCISCO BLVD. WEST REALIGNMENT PROJECT

1. SMART'S RESPONSIBILITIES

SMART agrees to be responsible for the following as to the Francisco Blvd. West Realignment Project:

- A. CPUC: SMART shall be responsible for securing approval from the California Public Utilities Commission (CPUC) for the Francisco Blvd. West Realignment Project. SMART shall comply with all CPUC conditions of approval at its own expense.
- B. Final Plans, Specifications and Estimate of Costs: SMART shall be responsible for preparing final and complete construction documents including plans, specifications, and an engineer's estimate for the work to be included in the SMART Larkspur Extension Project. SMART's preliminary 30% design documents are attached as Exhibit C.
- C. Costs: SMART shall be responsible for all costs associated with design and construction of the Francisco Blvd. West Realignment Project. City shall be responsible for all costs associated with any of City's requests for contract change orders for additional work not approved as part of SMART's final plans as set forth in Article III, Section 2.D., below.
- D. Utilities: SMART shall be responsible for utility investigation and conflict resolution and/or utility relocations according to the planned work and consistent with the project schedule.

2. CITY'S RESPONSIBILITIES

City agrees to be responsible for the following as to the Francisco Blvd. West Realignment Project:

- A. Project Review: City Engineer shall review and approve final construction documents depicting the Francisco Blvd. West Realignment Project. The City agrees to provide timely reviews and approvals so as to not delay the Project. Plans will be deemed approved if after 10 working days of receipt of the documents City has not provided comments or revisions. City agrees that its approval of the final construction documents shall be in keeping with the 30% plans attached hereto as Exhibit C. City agrees it will not impose any additional requirements or project elements on SMART's design.
- B. Utilities: City shall contact all public and private utilities, including but not limited to PG&E, AT&T, Marin Municipal Water District, Comcast, and San Rafael Sanitary District to request the relocation of their respective facilities according to the final 30% plans and in accordance with the project timeline.
- C. Road Closures: City, by way of this Agreement, grants approvals for all lane and road closures requested by SMART for the Francisco Blvd. West Realignment Project at no cost to SMART. No additional permits will be required. The City Representative shall coordinate lane and road closures as needed to construct the Work. SMART, City and SMART's contractor will meet thirty (30) days prior to the closure to review details and finalize closure specifics with a focus on safety and reducing the time in which the closure is in place. SMART, City and SMART's contractor will meet thirty (30) days prior to the start of construction in San Rafael to review details and finalize traffic control measures in order to provide the safest signage and notification to the general public. SMART will make every attempt to reduce the length of the closure during construction. Access to adjacent properties shall be maintained at all times during the construction project.

(1) City agrees to allow closure of Francisco Blvd. West from 2nd Street to Rice for initial six (6) months at no cost to SMART. The closure may be extended thereafter for one month increments as needed at no additional cost to SMART. The closures will be coordinated through the City's Project

Representative. SMART recognizes that the closure is disruptive and will attempt to shorten the length of the closure during construction.

(2) City agrees to allow closure of Rice Drive between DuBois Street and Francisco Blvd. West for up to three (3) months at no cost to SMART. The closure may be extended thereafter for one month increments as needed at no additional cost to SMART. The closures will be coordinated through the City's Project Representative.

- D. Additional Work: City may submit requests for additional work in the form of contract change orders. SMART agrees to consider and where feasible incorporate the requests if City agrees to pay for the associated costs and secure any required permits and/or environmental clearances and/or approvals. City shall be responsible for all costs associated with any of City's requests for contract change orders for additional work not approved as part of SMART's final plans.
- E. CPUC Crossing Approvals: City shall immediately approve all CPUC grade crossing applications.
- F. Inspection: City may inspect, at their expense, the roadway improvements that will become City property at any time during the construction and at the conclusion of the construction work. The City may not direct SMART's contractor.

3. LAND EXCHANGE

The Parties agree that closing two existing crossings and realigning and improving a third crossing will enhance safety for passenger rail service and vehicular traffic. In order to execute the Francisco Blvd. West Realignment Project, it is necessary for the Parties to exchange land as follows:

- A. City agrees to grant property to SMART, as set forth in Exhibit D1-3 attached hereto, at no cost to SMART or the Francisco Blvd. West Realignment Project. City agrees to conduct any required street vacation of any portions of the parcels to be granted to SMART in a timely manner to support the Francisco Blvd. West Realignment

Project and its schedule and will not unreasonable delay the street vacation and understands that time is of the essence in completing the street vacation.

- B. SMART agrees to grant property to City, as set forth in Exhibit D1-3 attached hereto, at no cost to City.
- C. Once the design of the Francisco West Blvd. Realignment Project is complete and approved, the Parties shall enter into a subsequent property transfer agreement to effectuate the land exchange.
- D. Attached as Exhibit E1-3 is an approximate depiction of the Parties' respective ownerships interests after the land exchange is complete.

ARTICLE IV

ADDITIONAL REQUIREMENTS

1. **Amendments to Agreement**

This Agreement may be amended only by the mutual written consent of both Parties.

2. **Indemnification**

Each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying Party. This indemnification obligation shall not be limited in any way by any limitation of the amount or type of acts, disability benefit acts, or other employee benefit acts.

3. **Notice**

Unless otherwise requested by a Party, all notices, demands, requests, consents or other communications which may be or are required to be given by either Party to the other shall be in writing and shall be deemed

effective upon service. Notices shall be deemed to have been properly given when served on the Party to whom the same is to be given by hand delivery or by deposit in the United States mail addressed to the Party as follows:

SMART: Bill Gamlen, P.E.
Chief Engineer
Sonoma-Marín Area Rail Transit District
5401 Old Redwood Highway, Suite 200
Petaluma, CA 94954

City: Jim Schutz
City Manager
City of San Rafael
1400 Fifth Avenue
San Rafael, CA

When a notice 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 notice or payment is sent via United States Mail, it shall be deemed received seventy-two (72) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid. In all other instances, notices, 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.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Marin. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect.

5. Entire Agreement

This instrument contains the entire agreement between the Parties, and no statement, promise, or inducement made by either Party or agents of

the Parties that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified, or altered except in writing signed by the Parties.

6. Authority of SMART and City

The undersigned hereby represent and warrant that he or she has authority to execute and deliver this Agreement on behalf of SMART and City.

7. No Waiver of Breach

The waiver by any of the Parties 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.

8. Time of Essence

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

9. Parties to Cooperate

Each Party will, whenever and as often as it shall be reasonably requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement.

10. Drafting.

Both Parties contributed to the drafting of this agreement and 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.

11. No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12. Disputes

Disputes will be handled initially through mutually agreed upon mediation, and if not resolved, will be adjudicated in Marin County Court.

IN WITNESS WHEREOF, SMART and the City have executed this Agreement as of the date first above written.

CITY OF SAN RAFAEL

SONOMA-MARIN AREA RAIL TRANSIT DISTRICT

By: 

By: _____

ATTEST:


City Clerk

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR SMART

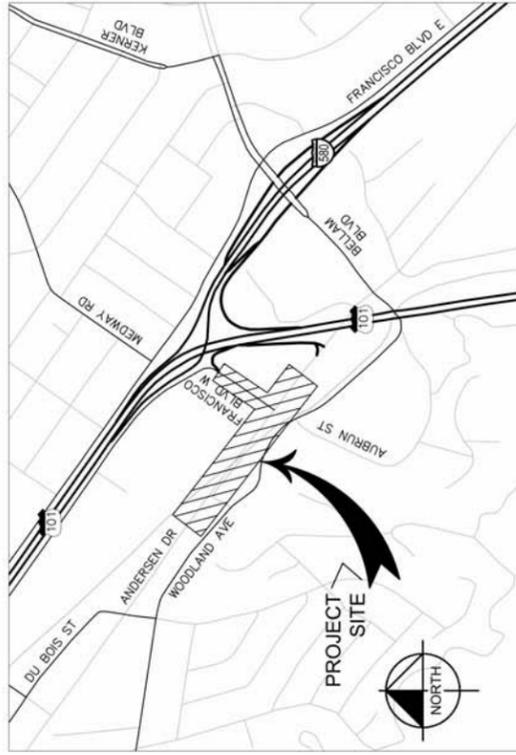
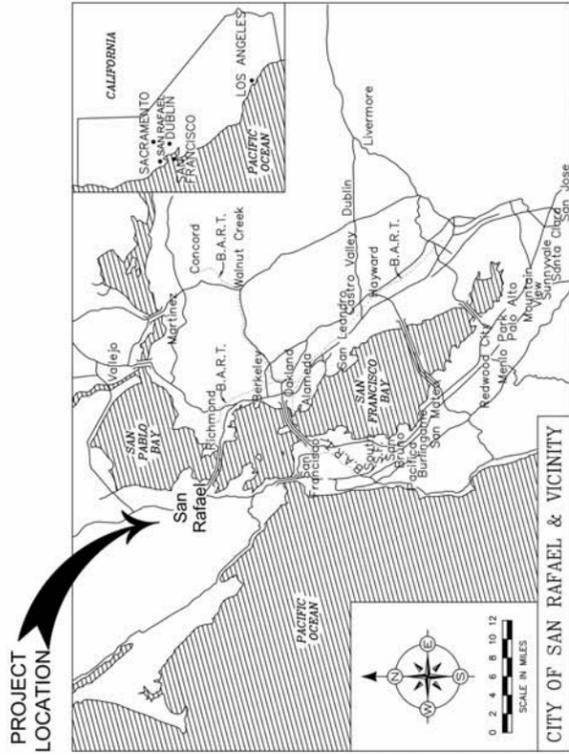
By: 
City Attorney

By: _____
SMART General Counsel

CITY OF SAN RAFAEL ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT

CITY PROJECT NO. 11276

CITY FILE NO. 18.01.79



APPROVED:

KEVIN MCGOWAN, P.E.

Assistant Public Works Director / City Engineer
City of San Rafael

APPLICABLE SANOMA MARIN AREA REGIONAL
TRANSIT STANDARD PLANS:

SEE APPENDIX IN THE PROJECT SPECIFICATIONS

Exhibit A

APPLICABLE 2015 CALTRANS STANDARD PLANS:

*REVISED STANDARD PLANS

A3A	A24C	ES-1C*	ES-4E	ES-7N
A3B	A24D	ES-2C	ES-5C	ES-7O
A3C	A24E	ES-2D	ES-6A	ES-8A
A20A	A24F	ES-3A	ES-6B	ES-11
A20B	A73A	ES-3C*	ES-7A	ES-13A
A20C	A85*	ES-4A	ES-7B	ES-13B
A20D	A88A*	ES-4B	ES-7E	
A24A	ES-1A	ES-4C	ES-7F	
A24B	ES-1B	ES-4D	ES-7M	

APPLICABLE UNIFORM CONSTRUCTION
STANDARDS OF MARIN COUNTY:

DWG 100	DWG 130	DWG 205	DWG 230	DWG 310
DWG 105	DWG 145	DWG 210	DWG 300	

DRAWING NUMBER	SHEET NAME
01	TITLE SHEET
02	GENERAL NOTES
03	KEY MAP
04 - 05	HORIZONTAL CONTROL
06 - 07	TYPICAL SECTIONS
08 - 09	DEMOLITION PLAN
10 - 12	LAYOUT
13 - 20	CONSTRUCTION DETAILS
21 - 22	DRAINAGE PLAN
23 - 24	UTILITY PLAN
25 - 26	SIGNING AND STRIPING PLAN
27 - 31	TRAFFIC SIGNAL MODIFICATION
32	RAILROAD PLAN
33	RAILROAD SIGNAL PLAN
34	EROSION CONTROL PLAN
35	WATER POLLUTION CONTROL DETAILS
36 - 37	WATER POLLUTION CONTROL PLAN
38	WATER POLLUTION CONTROL NOTES

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	TITLE SHEET
COUNTY OF MARIN	SAN RAFAEL
CALIFORNIA	
DATE	

Kimley»Horn

4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
TEL: (925) 996-4840

CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO. 11276
SHEET NO. CV-01
DRAWING 01 OF 38



LANDSCAPING AND IRRIGATION NOTES

- CONTRACTOR SHALL PROTECT IN-PLACE EXISTING IRRIGATION SYSTEM AND LANDSCAPING WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL REPAIR ALL DAMAGED IRRIGATION SYSTEM COMPONENTS TO PRE-PROJECT OPERATING CONDITION. CONTRACTOR SHALL REPLACE IN-KIND ALL DAMAGED LANDSCAPING. SUBJECT TO THE CITY'S PUBLIC WORKS PARK SUPERINTENDENT APPROVAL, PROVIDE SOIL AMENDMENT AS DIRECTED BY THE CITY.
- IRRIGATION SYSTEM AS-BUILT PLANS ARE AVAILABLE FOR VIEWING AT THE CITY PUBLIC WORKS DEPARTMENT (111 MORPHEW STREET). THE BIDDER SHALL FULLY FAMILIARIZE THEMSELVES WITH THE AS-BUILT IRRIGATION PLANS AS PART OF PREPARING THEIR BID.
- PRIOR TO BEGINNING WORK THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO TEST THE EXISTING IRRIGATION SYSTEM IN THE PRESENCE OF THE BIDDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING THE IRRIGATION SYSTEM TO ITS PRE-PROJECT OPERATING CONDITION.
- WHERE A TREE IS INDICATED TO BE REMOVED, REMOVE EXISTING ROOTS AND STUMP TO A DEPTH OF 24-INCH. GRIND ALL STUMPS AND BACKFILL WITH CLEAN MATERIAL. DISPOSE OF ALL REMOVED TREE AND ROOT MATERIAL OFF-SITE.
- ALL NEW LANDSCAPING AND IRRIGATION WORK, INCLUDING TREE SPECIES AND LOCATIONS, SHALL BE COORDINATED WITH AND APPROVED IN ADVANCE BY THE CITY'S PUBLIC WORKS PARK SUPERINTENDENT/CITY ARBORIST (415-485-3377).
- THE CONTRACTOR SHALL PROVIDE FOR THE REPLACEMENT FOR EACH REMOVED TREE. A TOTAL OF TWENTY ONE (21) TREES WILL BE REMOVED AND REPLACED: FOUR (4) TREES TO THE NORTH OF ANDERSEN, ONE (1) IN AN EXISTING MEDIAN, AND SIXTEEN (16) TO THE SOUTH OF ANDERSEN. TREE SPECIES SHALL BE RED MAPLES AND GRAPE MYRTLES, 24-INCH BOXES. THE CITY ARBORIST WILL SELECT SPECIES AND DETERMINE FINAL PLANTING LOCATIONS. PROVIDE A MINIMUM OF 10 DAYS WRITTEN NOTICE TO THE CITY ARBORIST OF TREE SPECIES AND LOCATION SELECTION. CONTRACTOR SHALL NOT PURCHASE OR ORDER TREES WITHOUT WRITTEN APPROVAL FROM THE CITY ARBORIST.
- THE CONTRACTOR SHALL MODIFY THE EXISTING IRRIGATION SYSTEM AS NECESSARY TO PROVIDE DRIP IRRIGATION TO EACH TREE PLANTED AS PART OF THIS WORK.

GENERAL NOTES

- INSPECT AND VERIFY ALL FIELD CONDITIONS BEFORE BIDDING.
- LOCATIONS OF POLES, PULL BOXES, CONDUIT, HAND HOLES, AND OTHER EQUIPMENT SHOWN ON THE PLANS ARE SCHEMATIC UNLESS OTHERWISE NOTED), AND MUST BE LOCATED IN THE FIELD BY THE CONTRACTOR BEFORE BEGINNING ANY CONSTRUCTION OPERATION. THE CONTRACTOR MUST CHECK FOR CONFLICTS WITH UNDERGROUND OR OVERHEAD UTILITIES BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DRILLING FOR FOUNDATIONS UNLESS OTHERWISE SPECIFIED BY ENGINEER. POLES WITH PEDESTRIAN PUSH BUTTONS OR ACCESSIBLE PEDESTRIAN SIGNALS MUST BE WITHIN 5' FROM CROSSWALK.
- THE LOCATION OF EXISTING UTILITIES AND RIGHT OF WAY SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES AND ASPECTING THE EXISTING UTILITIES. THE CONTRACTOR MUST NOTIFY UNDERGROUND SERVICES ALERT (U.S.A.) 48 HOURS PRIOR TO DOING ANY WORK. TELEPHONE 800-227-2600. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL REQUIRED CLEARANCES FROM OVERHEAD AND UNDERGROUND UTILITIES. CONTRACTOR MUST, BY HAND, POTHOLE EXISTING UTILITIES TO VERIFY LOCATIONS PRIOR TO CONSTRUCTION.
- ALL STANDARD CONDUIT RUNS ARE SCHEMATIC ONLY. ALL CONDUITS MUST BE 3" UNLESS OTHERWISE NOTED ON PLAN OR DIRECTED BY THE ENGINEER.
- CONTRACTOR MUST DELIVER ALL SALVAGED EQUIPMENT TO THE CITY PWD DESIGNATED AREA OR AS DIRECTED BY THE ENGINEER. COORDINATE WITH ENGINEER 72 HOURS MIN PRIOR TO DELIVERY.
- UPON COMPLETION OF THE WORK THE CONTRACTOR MUST CERTIFY THAT ALL WORK WAS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. VARIATIONS MUST BE DECLARED AND PRESENTED TO THE ENGINEER ON MARKED-UP DRAWINGS UPON COMPLETION OF THE CONSTRUCTION. THE CONTRACTOR MUST SHOW THE CHANGES ON THE PLANS.
- CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR WORKING CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL NOT BE LIMITED TO NORMAL WORKING HOURS. WORK MUST NOT BEGIN UNTIL ADEQUATE TEMPORARY BARRICADES, BARRIERS, FENCES, WARNING AND CONTROL DEVICES ARE IN PLACE AS REQUIRED BY THE CONTRACT DOCUMENTS. SAFETY CONDITIONS MUST BE MAINTAINED OPERATIONAL AND IN GOOD WORKING CONDITIONS AT ALL TIMES.
- CONTRACTOR MUST REPAIR, REPLACE AND RELOCATE ALL LANDSCAPING, IRRIGATION, CURBS, SERVICES, SIDEWALK, ETC., DAMAGED DURING CONSTRUCTION AND NOT IDENTIFIED ON THE PLANS FOR REMOVAL AT NO ADDITIONAL COST TO THE CITY.
- CONTRACTOR MUST REPAIR/REPLACE SIDEWALK IN AREAS WHERE NEW CONDUIT AND EQUIPMENT FOUNDATIONS ARE INSTALLED OR REMOVED AT NO ADDITIONAL COST TO THE CONTRACT. REPLACEMENTS MUST INCLUDE ENTIRE PANELS AND MATCH EXISTING SCORE PATTERNS AND SURFACE COLOR AND TEXTURE. REPAIR OF PARTIAL PANELS IS PROHIBITED.
- EXISTING CITY AND ROAD LIGHTING CONDUITORS WHICH ARE NOT IDENTIFIED FOR REMOVAL MUST BE PROTECTED IN PLACE DURING CONSTRUCTION.
- ANY DAMAGE TO THE CITY'S OR CALTRANS' ELECTRICAL SYSTEMS AND/OR EQUIPMENT WHICH ARE NOT IDENTIFIED ON THE PLANS FOR REMOVAL BY THE CONTRACTOR'S OPERATIONS MUST BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE AND THE CITY MUST BE PROMPTLY NOTIFIED OF DAMAGE. ANY REPAIRS AND/OR REPLACEMENTS TO THE CITY'S OR CALTRANS' ELECTRICAL SYSTEMS AND/OR EQUIPMENT MUST BE APPROVED AND INSPECTED BY THE ENGINEER.
- ALL UNDERGROUND NONMETALLIC CONDUIT INSTALLED BY THE CONTRACTOR MUST CONTAIN ONE BARE NO. 8 AWG STRANDED COPPER BONDING/ LOCATING/ PULL WIRE.
- CONTRACTOR MUST KEEP THE CONSTRUCTION SITE CLEAR OF ALL DEBRIS AND MAINTAIN SAFETY AT ALL TIMES.
- CONTRACTOR MUST COORDINATE THE RELOCATION, MODIFICATION AND/OR REPLACEMENT OF EXISTING ELECTRICAL SERVICES WITH THE SERVING UTILITY COMPANY.
- TRAFFIC CONTROL MUST BE PERFORMED IN ACCORDANCE WITH THE CA 2014 MUTCD. SEE SPECIFICATIONS FOR WORK HOURS.

ABBREVIATIONS

AC	ASPHALT CONCRETE	HMA	HOT MIX ASPHALT	SDMH	STORM DRAIN MANHOLE
BC	BEGIN CURB	HW	IRIGATION	SEG	SURGRADE ENHANCEMENT GEORID
BFP	BACK FLOW PREVENTER	IR	LANDSCAPE	SL	STREET LIGHT
BOW	BACK OF WALK	LA	LEFT	SLP	STREET LIGHT POLE
CAB	CABINET	LT	MATCH EXISTING	SNS	STREET NAME SIGNS
CB	CATCH BASIN	ME	MANHOLE	SS	SANITARY SEWER
CBL	COBBLE	MH	MANHOLE	SSCO	SANITARY SEWER CLEAN OUT
C	CENTERLINE	MIN	MINIMUM SCALE	SSMH	SANITARY SEWER MANHOLE
C&G	CENTRAL INSTRUMENT LOCATION	MO	MINIMUM	SN	SANITARY SEWER SIDEWALK
CST	CONSTRUCTION	PB	PULL BOX	TC	TOP OF CURB/FACE OF CURB
CT	CALTRANS	PG&E	PACIFIC GAS AND ELECTRIC COMPANY	TS	TRAFFIC SIGNAL
DWG	DRAWING	P/L	PROPERTY LINE	TSP	TRANSFORMER
DWS	DETECTABLE WARNING STRIP	PP	POWER POLE	TR	TYPICAL
EC	END CURVE	PR	POINT OF REVERSE CURVATURE	UCSMC	UCSMB
EL	ELEVATION	P/C	POINT OF CURVATURE	UGT	UNDERGROUND TELEPHONE LINE
ELC	ELECTRICAL	P	RAILROAD	UGT	UNDERGROUND TELEPHONE LINE
EG	EXISTING GRADE	RR	RAILROAD	VLT	VAULT
EG	EXISTING GRADE	RT	RIGHT	WL	WATER LINE
FG	FINISHED GRADE	R/W	RIGHT OF WAY	WM	WATER METER
FL	FLOW LINE	RSP	REVISED STANDARD PLAN	WV	WATER VALVE
FS	FINISHED SURFACE	SD	STORM DRAIN		
GB	GRADE BREAK	SDOI	STORM DRAIN DROP INLET		

LEGEND

	PROPOSED		EXISTING
	100		100
	F		F
	C		C
	X		X
	RETAINING WALL		RIGHT-OF-WAY LINE
	SAWCUT		CABLE TELEVISION LINE
	CONDUIT		ELECTRICAL LINE
	FIBER OPTIC LINE		FIBER OPTIC LINE
	GAS LINE		GAS LINE
	OVERHEAD ELECTRICAL LINE		OVERHEAD ELECTRICAL LINE
	RECLAIMED WATER LINE		SANITARY SEWER LINE AND MANHOLE
	STORM DRAIN LINE AND MANHOLE		TELEPHONE LINE
	WATER LINE		POWER POLE
	LUMINAIRE		PULL BOX (NO. 3 AND NO. 5)
	PULL BOX (NO. 6 AND NO. 6E)		FO PULL BOX (N48)
	TRAFFIC SIGNAL POLE		TRAFFIC SIGNAL CONTROLLER CABINET
	SERVICE ENCLOSURE		VEHICLE SIGNAL HEAD (COUNTDOWN TYPE)
	PEDESTRIAN SIGNAL HEAD (COUNTDOWN TYPE)		PTZ CCTV CAMERA
	CONCRETE SW/PATH, C&G, AND CURB RAMP		LANDSCAPE AREA
	DETECTABLE WARNING SURFACE		SECTION AND DETAIL IDENTIFICATION
	POINT OF SWITCH		PEDESTRIAN ARM GATE
	VEHICULAR ARM GATE		CANTILEVER
	WARNING SIGNAL		CENTRAL INSTRUMENT LOCATION (FOUNDATION PAD ONLY)
	WAYSIDE SIGNAL (FOUNDATION PAD ONLY)		PROPOSED TURNOUT
	REMOVE TURNOUT		PROPOSED POINT OF SWITCH (DISPLAYED IN PROFILE)

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	GENERAL NOTES
DRAWING NO.	GN-01
DATE	12/09/2016
DESIGNED	PMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
DATE	

4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
TEL: (925) 398-4840
@2016

Kimley»Horn

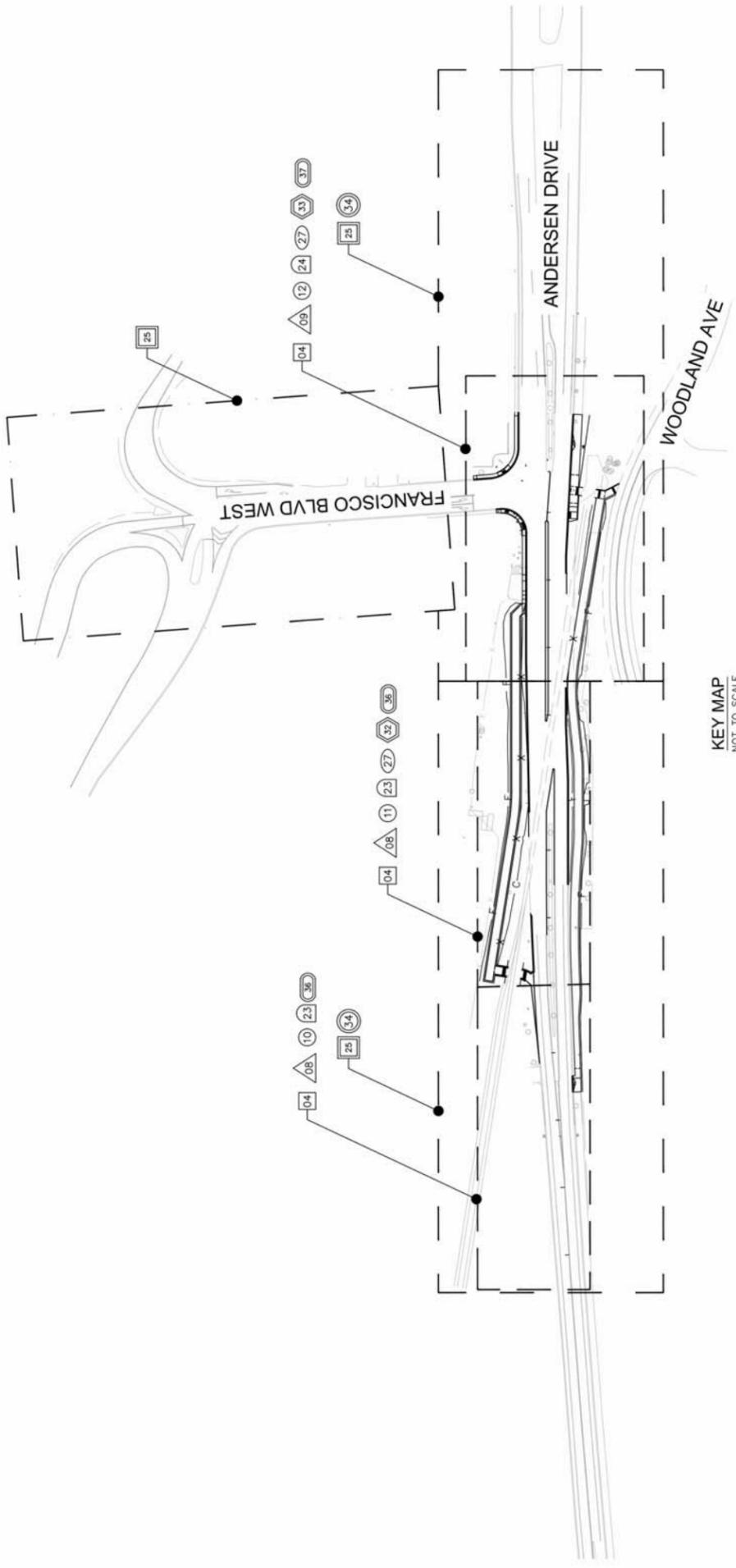
CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO.: 11276
SHEET NO.: GN-01
DRAWING 02 OF 38





CALL BEFORE YOU DIG
 UNEXCAVATED
 CALL TWO WORKING DAYS BEFORE YOU DIG
 CA: 1-800-277-2600

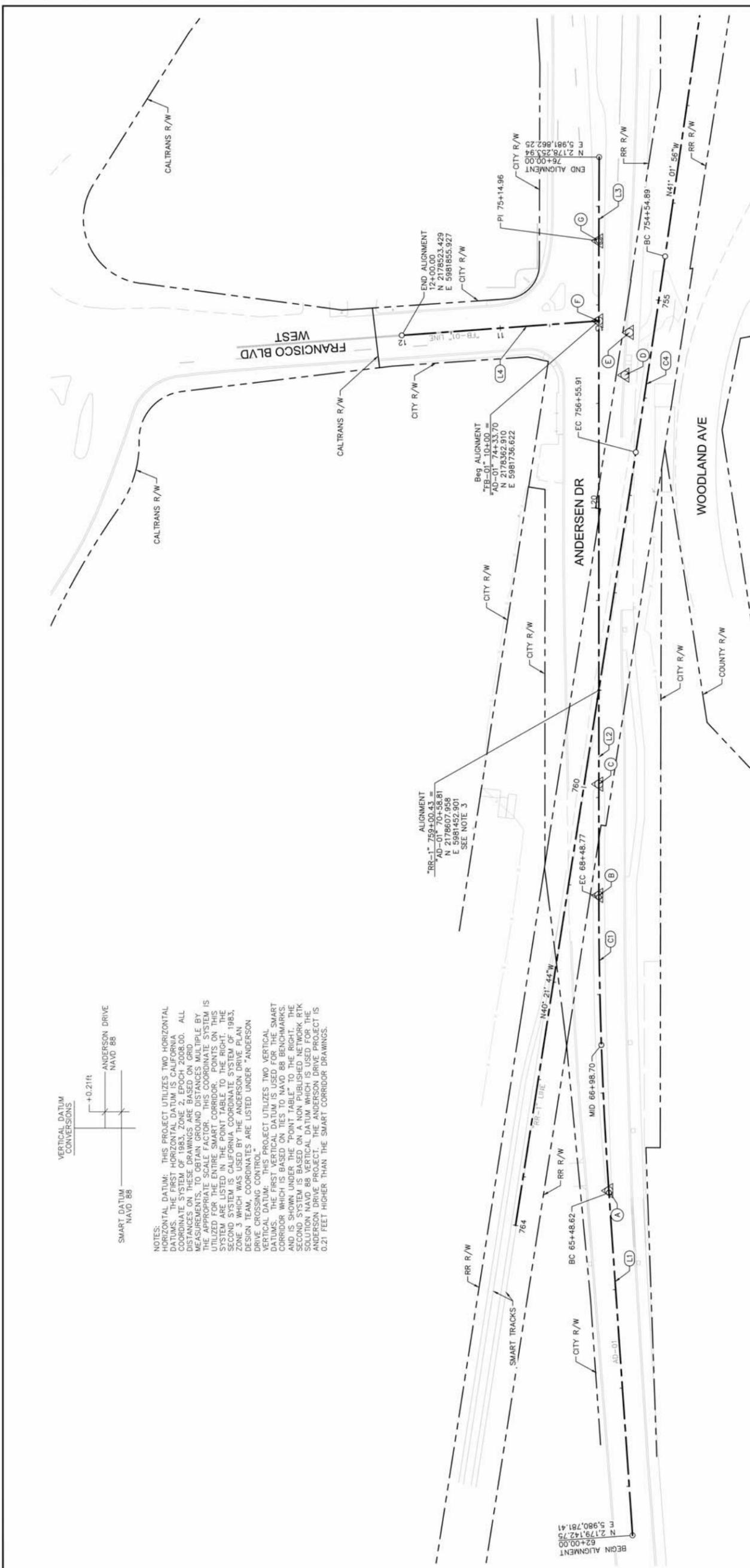


KEY MAP
 NOT TO SCALE

SHEET LEGEND	
	HORIZONTAL CONTROL
	DEMOLITION PLAN
	PLAN AND PROFILE
	UTILITY PLAN
	TRAFFIC SIGNAL MODIFICATION
	SIGNING AND STRIPING PLAN
	RAILROAD PLAN
	WATER POLLUTION CONTROL PLAN
	EROSION CONTROL

DRAWING NO. MM-01	SHEET NO. 11276	DATE: 12/09/2016	SCALE: AS NOTED	CITY PROJECT NO. 11276	DRAWING D3 OF 38
CITY OF SAN RAFAEL DEPARTMENT OF PUBLIC WORKS					
Kimley-Horn 4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588 TEL: (925) 398-4840					
PROJECT NAME: ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT DRAWING NAME: KEY MAP COUNTY OF MARIN CALIFORNIA					
DESIGNED: PRM	DRAWN: SMH	CHECKED: MLH	APPROVED: JOHN PULLIAM		
NO. _____	REVISION _____	BY _____	DATE _____		

13:14:17 (M) 12/09/2016 - 12:23:56 - USER: wkimley - 4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588



HORIZONTAL CONTROL FOR ANDERSEN DR AND FRANCISCO BLVD
1" = 50'

△ SURVEY CONTROL POINTS				SMART CONTROL POINTS					
ID	ELEVATION	NORTHING	EASTING	DESCRIPTION	POINT NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
A	3.44	2178932.26	5981061.89	BRASS DISK	62	1748333.280	64134.052	3.65	BRASS DISK IN WELL MON
B	6.96	2178744.02	5981295.37	BRASS DISK	63	1748148.742	6413671.490	7.21	BRASS DISK IN WELL MON
C	6.57	2178670.20	5981380.77	PK NAIL FOUND					
D	9.06	2178378.81	5981677.72	CUT X					
E	8.64	2178347.08	5981707.48	ALUMINUM DISK					
F	8.10	2178362.85	5981736.57	BRASS DISK	64	1747774.593	6414118.817	8.31	BRASS DISK IN WELL MON
G	7.76	2178309.83	5981798.15	BRASS DISK	84	1747722.468	6414181.209	8.07	BRASS DISK IN WELL MON

CURVE AND LINE DATA TABLE "RR-01" LINE

NO.	ALIGNMENT	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA OR BRG	TANGENT	START NORTHING	START EASTING
C4	RR-01	17186.67	201.02'	N40° 41' 50"W	201.02	Δ=0° 40' 12"	100.51	2178289.24	5981742.33

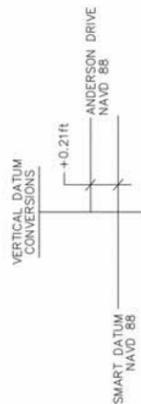
CURVE AND LINE DATA TABLE "AD-01" LINE

NO.	ALIGNMENT	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA OR BRG	TANGENT	START NORTHING	START EASTING
C1	AD-01	4375.00'	300.15'	S51° 08' 54"E	300.09	Δ=3° 55' 51"	150.13	2178933.49	5981060.24
L1	AD-01		348.62'	S 53°06'50" E				2179142.75	5980781.41
L2	AD-01		666.19'	S 49°10'59" E				2178745.24	5981293.95
L3	AD-01		85.04'	S 48°56'47" E				2178309.79	5981798.12

CURVE AND LINE DATA TABLE "FB-01" LINE

NO.	ALIGNMENT	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA OR BRG	TANGENT	START NORTHING	START EASTING
L4	FB-01		200.00'	N 36°37'18" E				2178362.91	5981736.62

- GENERAL NOTES
- THE COORDINATE SYSTEM IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III NAD 83 (US SURVEY FEET).
 - ELEVATIONS ARE BASED ON NAVD 88.
 - STATION FOR "RR-1" LINE BASED ON ALIGNMENT DATA PROVIDED BY SMART ON DATE 09-09-2016. CONTRACTOR TO VERIFY CURRENT ALIGNMENT WITH SMART AS NEEDED.



NOTES:
 HORIZONTAL DATUM: THIS PROJECT UTILIZES TWO HORIZONTAL DATUMS. THE FIRST HORIZONTAL DATUM IS CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, EPOCH 2008.00. ALL DISTANCES ON THESE DRAWINGS ARE BASED ON GRID MEASUREMENTS. TO OBTAIN GROUND DISTANCES MULTIPLE BY THE APPROPRIATE SCALE FACTOR. THIS COORDINATE SYSTEM IS UTILIZED FOR THE ENTIRE SMART CORRIDOR. POINTS ON THIS SECOND SYSTEM IS CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3 WHICH WAS USED BY THE ANDERSON DRIVE PLAN DESIGN TEAM. COORDINATES ARE LISTED UNDER "ANDERSON DRIVE CROSSING CONTROL."
 VERTICAL DATUM: THIS PROJECT UTILIZES TWO VERTICAL DATUMS. THE FIRST VERTICAL DATUM IS USED FOR THE SMART CORRIDOR WHICH IS BASED ON TIES TO NAVD 88 BENCHMARKS. AND IS SHOWN UNDER THE "POINT TABLE" TO THE RIGHT. THE SECOND VERTICAL DATUM IS CALIFORNIA COORDINATE SYSTEM SOLUTION NAVD 88 VERTICAL DATUM WHICH IS USED FOR THE ANDERSON DRIVE PROJECT. THE ANDERSON DRIVE PROJECT IS 0.21 FEET HIGHER THAN THE SMART CORRIDOR DRAWINGS.



DESIGNED	PRM	NO.	REVISION	BY	DATE
DRAWN	SMH				
CHECKED	MLH				
APPROVED	JOHN PULLIAM				
PROJECT NAME ANDERSEN DRIVE RAIL CROSSING					
DRAWING NAME IMPROVEMENTS PROJECT					
HORIZONTAL CONTROL					
SAN RAFAEL COUNTY OF MARIN CALIFORNIA					
DATE					

PROJECT NAME
ANDERSEN DRIVE RAIL CROSSING

DRAWING NAME
IMPROVEMENTS PROJECT

HORIZONTAL CONTROL

SAN RAFAEL COUNTY OF MARIN CALIFORNIA

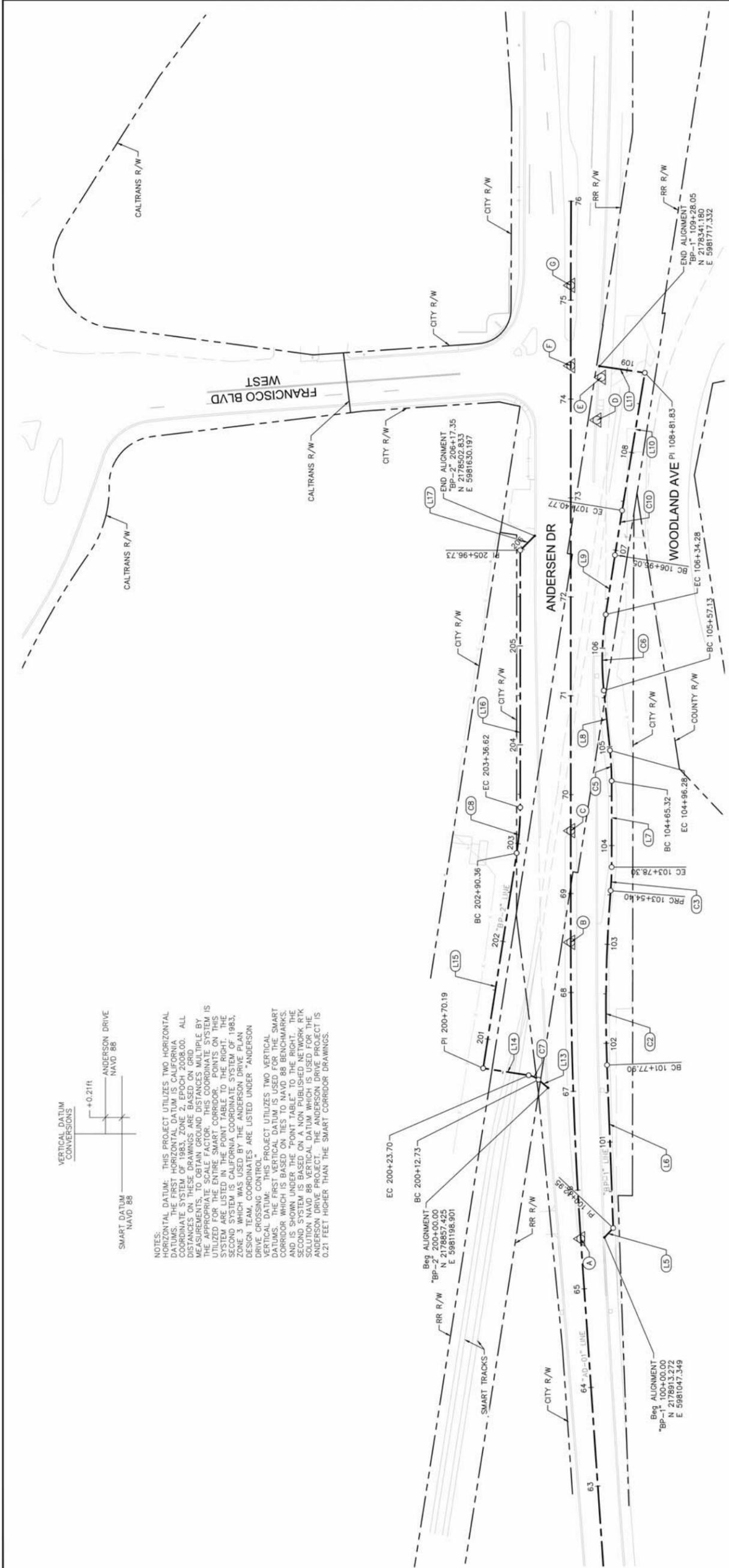
DATE

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PLEASANTON, CA 94588

Kimley»Horn

CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO.: 11276
SHEET NO.: HC-02
DRAWING 05 OF 38



HORIZONTAL CONTROL FOR ANDERSEN DR AND FRANCISCO BLVD
1" = 50'

△ SURVEY CONTROL POINTS				SMART CONTROL POINTS					
ID	ELEVATION	NORTHING	EASTING	DESCRIPTION	POINT NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
A	3.44	2178932.26	5981061.89	BRASS DISK	62	1748333.280	64134.552	3.65	BRASS DISK IN WELL MON
B	6.96	2178744.02	5981295.37	BRASS DISK	63	1748148.742	6413671.490	7.21	BRASS DISK IN WELL MON
C	6.57	2178670.20	5981380.77	PK NAIL FOUND					
D	9.06	2178378.81	5981677.72	CUT X					
E	8.64	2178347.08	5981707.48	ALUMINUM DISK					
F	8.10	2178362.85	5981736.57	BRASS DISK	64	1747774.593	6414118.817	8.31	BRASS DISK IN WELL MON
G	7.76	2178309.83	5981798.15	BRASS DISK	84	1747722.468	6414181.209	8.07	BRASS DISK IN WELL MON

GENERAL NOTES

1. THE COORDINATE SYSTEM IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III NAD 83 (US SURVEY FEET).
2. ELEVATIONS ARE BASED ON NAVD 88.
3. STATION FOR "RR-1" LINE BASED ON ALIGNMENT DATA PROVIDED BY SMART ON DATE 09-09-2016. CONTRACTOR TO VERIFY CURRENT ALIGNMENT WITH SMART AS NEEDED.

GRAPHIC SCALE IN FEET
0 25 50 100

PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
No. 68997

CURVE AND LINE DATA TABLE "BP-2" LINE									
NO.	ALIGNMENT	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA OR BRG	TANGENT	START NORTHING	START EASTING
C7	BP-2	20.00'	10.98'	N65° 21' 44" E	10.84	Δ=31° 26' 57"	5.63	2178859.40	5981211.47
CB	BP-2	300.00'	46.26'	S44° 45' 57" E	46.21	Δ=8° 50' 04"	23.17	2178726.22	5981399.29
L13	BP-2		12.73'	N 81°05'13" E				2178685.42	5981198.90
L14	BP-2		46.48'	N 49°38'16" E				2178663.92	5981221.33
L15	BP-2		220.17'	S 40°20'55" E				2178694.02	5981256.75
L16	BP-2		260.12'	S 48°10'59" E				2178693.41	5981431.84
L17	BP-2		20.61'	S 4°10'59" E				2178523.39	5981628.69

CURVE AND LINE DATA TABLE "BP-1" LINE									
NO.	ALIGNMENT	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA OR BRG	TANGENT	START NORTHING	START EASTING
C2	BP-1	1500.00'	176.50'	S47° 59' 24" E	176.40	Δ=6° 44' 30"	88.35	2178797.40	5981177.53
C3	BP-1	300.00'	23.90'	S46° 54' 04" E	23.89	Δ=4° 33' 50"	11.95	2178679.34	5981308.60
C5	BP-1	300.00'	30.96'	S52° 08' 23" E	30.95	Δ=5° 54' 48"	15.49	2178606.13	5981391.90
C6	BP-1	300.00'	77.15'	S47° 43' 45" E	76.94	Δ=14° 44' 03"	38.79	2178552.32	5981466.24
L10	BP-1	5000.00'	45.72'	S40° 06' 01" E	45.72	Δ=0° 31' 26"	22.86	2178454.27	5981562.53
L15	BP-1		12.95'	S 5°55'50" E				2178913.27	5981047.35
L16	BP-1		164.96'	S 51°21'39" E				2178900.40	5981048.69
L17	BP-1		87.02'	S 49°10'59" E				2178663.02	5981326.04
L18	BP-1		60.85'	S 55°05'47" E				5981416.34	
L19	BP-1		60.78'	S 40°21'44" E				2178500.57	5981523.17
L10	BP-1		141.06'	S 39°50'18" E				2178419.30	5981591.98
L11	BP-1		46.22'	N 49°12'13" E				2178310.98	5981662.34

VERTICAL DATUM CONVERSIONS

SMART DATUM NAVD 88 +0.21ft

ANDERSON DRIVE NAVD 88

NOTES:
HORIZONTAL DATUM: THIS PROJECT UTILIZES TWO HORIZONTAL DATUMS. THE FIRST HORIZONTAL DATUM IS CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2, EPOCH 2008.00. ALL DISTANCES ON THESE DRAWINGS ARE BASED ON GRID MEASUREMENTS, TO OBTAIN GROUND DISTANCES MULTIPLE BY THE APPROPRIATE SCALE FACTOR. THIS COORDINATE SYSTEM IS UTILIZED FOR THE ENTIRE SMART CORRIDOR. POINTS ON THIS SECOND SYSTEM IS CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3 WHICH WAS USED BY THE ANDERSON DRIVE PLAN DESIGN TEAM. COORDINATES ARE LISTED UNDER "ANDERSON DRIVE CROSSING CONTROL."
VERTICAL DATUM: THIS PROJECT UTILIZES TWO VERTICAL DATUMS. THE FIRST VERTICAL DATUM IS USED FOR THE SMART CORRIDOR WHICH IS BASED ON TIES TO NAVD 88 BENCHMARKS. AND IS SHOWN UNDER THE POINT TABLE TO THE RIGHT. THE SECOND VERTICAL DATUM IS NAVD 88 BENCHMARK. THE POINT SOLUTION NAVD 88 VERTICAL DATUM WHICH IS USED FOR THE ANDERSON DRIVE PROJECT. THE ANDERSON DRIVE PROJECT IS 0.21 FEET HIGHER THAN THE SMART CORRIDOR DRAWINGS.

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UNIVERSITY MICROFILMS
1-800-277-2600
CALL THE MORNING DAYS BEFORE YOU DIG

DESIGNED	PRM	NO.	REVISION	BY	DATE
DRAWN	SMH				
CHECKED	MLH				
APPROVED	JOHN PULLIAM				

PROJECT NAME
ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT

DRAWING NAME
TYPICAL SECTIONS

COUNTY OF MARIN
SAN RAFAEL CALIFORNIA

Kimley»Horn

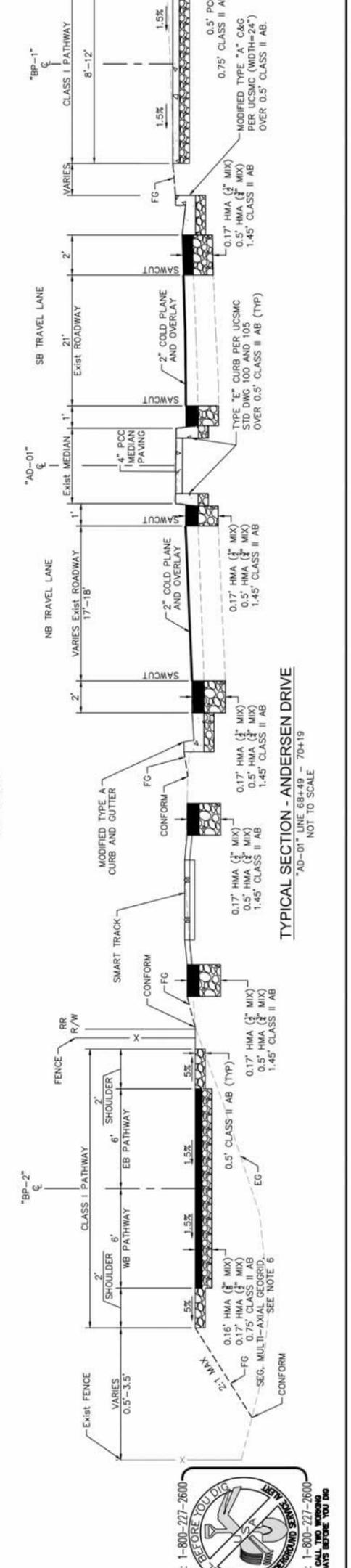
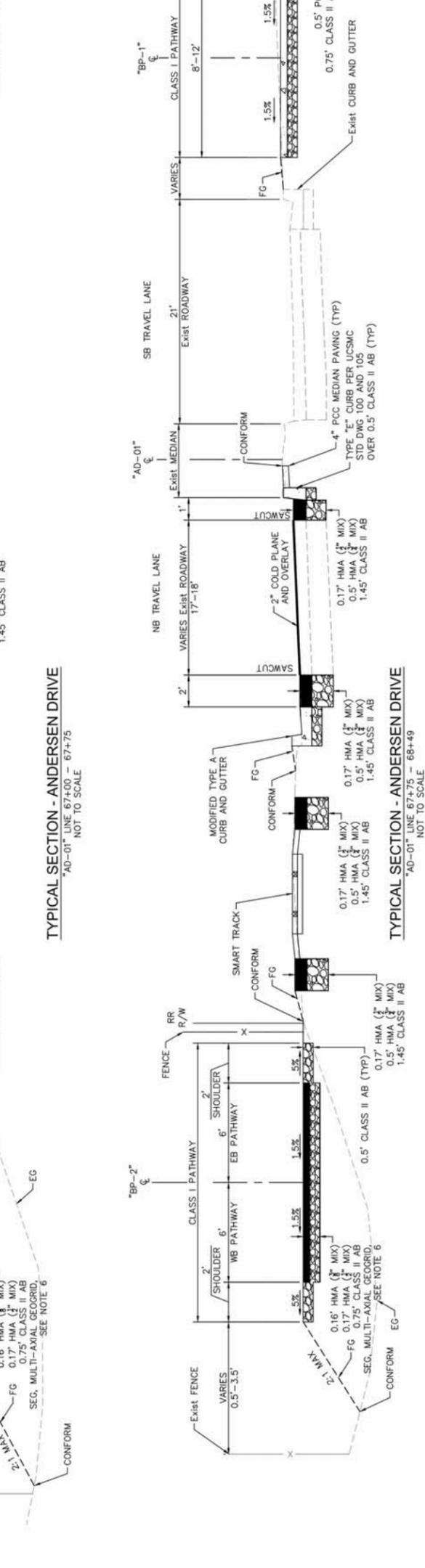
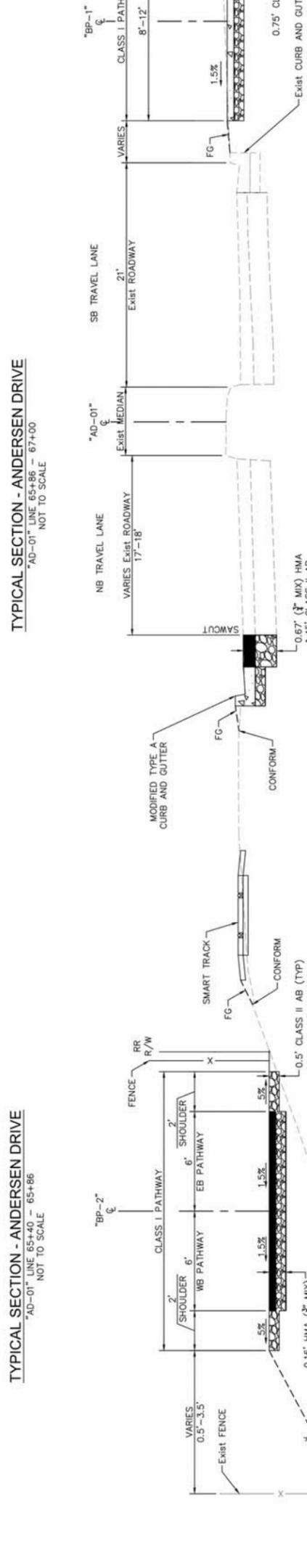
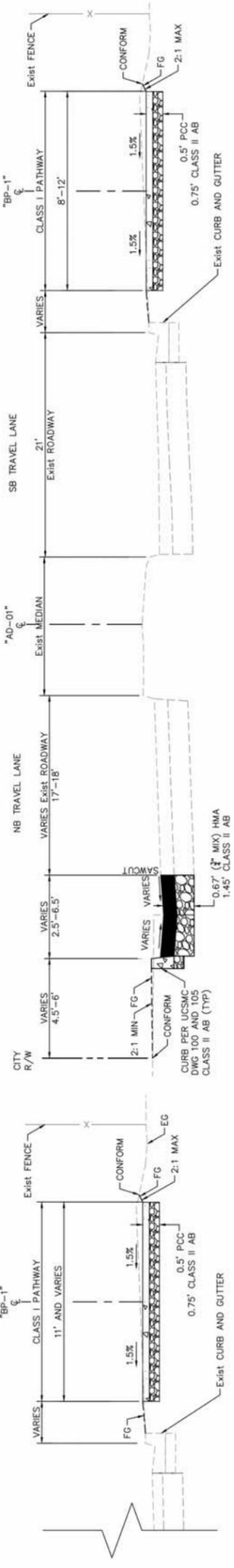
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CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS



SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO. 11276
SHEET NO. TY-01
DRAWING 06 OF 38

- GENERAL NOTES**
- DESIGN DESIGNATION: ANDERSEN DRIVE
R-VALUE = 20
 - DESIGN DESIGNATION: BIKE PATHS
TI = 5
R-VALUE = 20
 - THICKNESS OF OVERLAY VARIES. SEE LAYOUT SHEETS FOR ADDITIONAL DETAILS.
 - FINAL LIFT OF SAWCUT PLUG TO BE INSTALLED WITH OVERLAY.
 - SEE LAYOUT SHEETS FOR LIMIT OF COLD PLANE AND OVERLAY.
 - MULTI-AXIAL GEGRID SHALL BE TENSAR TRIAX TX7 GEGRID, AS MANUFACTURED BY TENSAR INTERNATIONAL CORPORATION, OR APPROVED EQUAL.
- * SLOPE VARIES



PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	DEMOLITION PLAN
COUNTY OF MARIN	SAN RAFAEL
DATE	DATE
DESIGNED	PRM
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM

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CITY OF SAN RAFAEL
 DEPARTMENT OF PUBLIC WORKS



SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: DM-01
 DRAWING 08 OF 38

LEGEND

XXXXE	REMOVE AC PAVEMENT AND BASE
[Pattern]	2" COLD PLANE
[Pattern]	REMOVE CONCRETE
[Pattern]	CLEAR AND GRUB
[Pattern]	DEMOLISH BUILDING AND CLEAR AND GRUB (BY OTHERS)

SAWCUT
 MATCH EXISTING

DEMOLITION NOTES

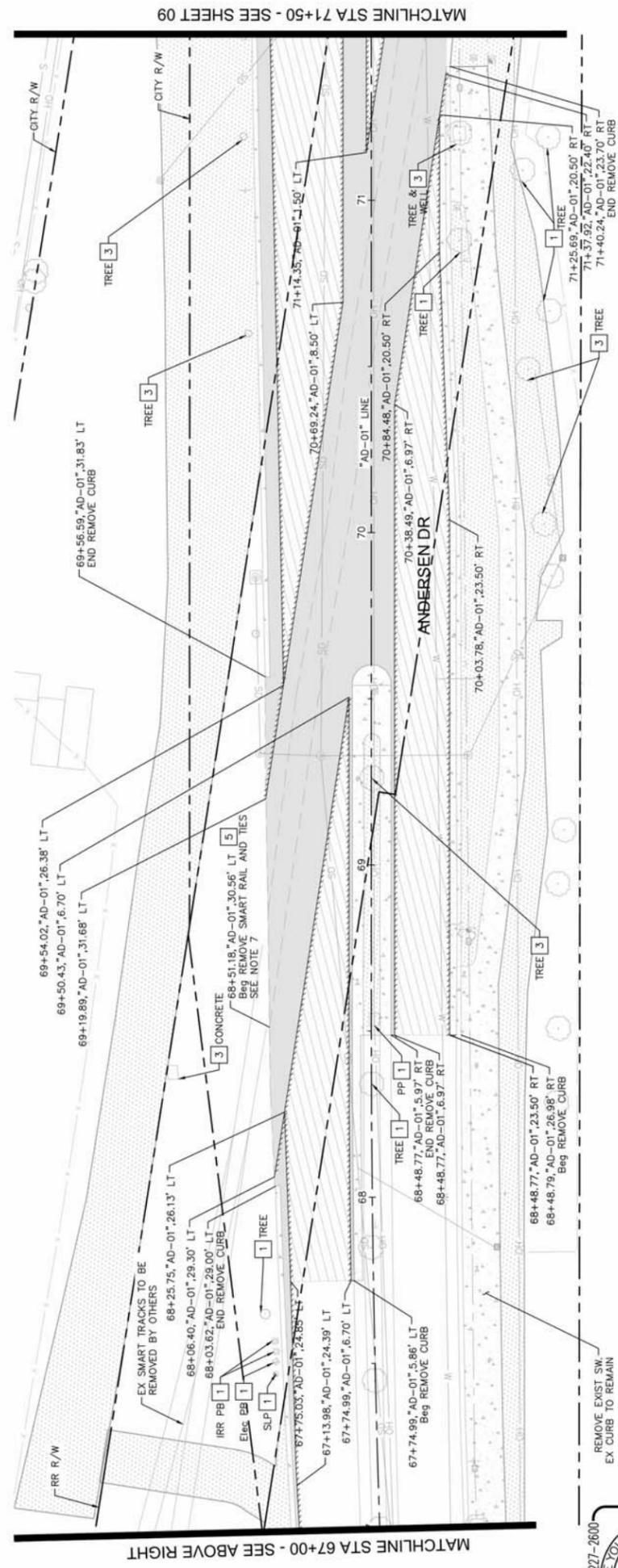
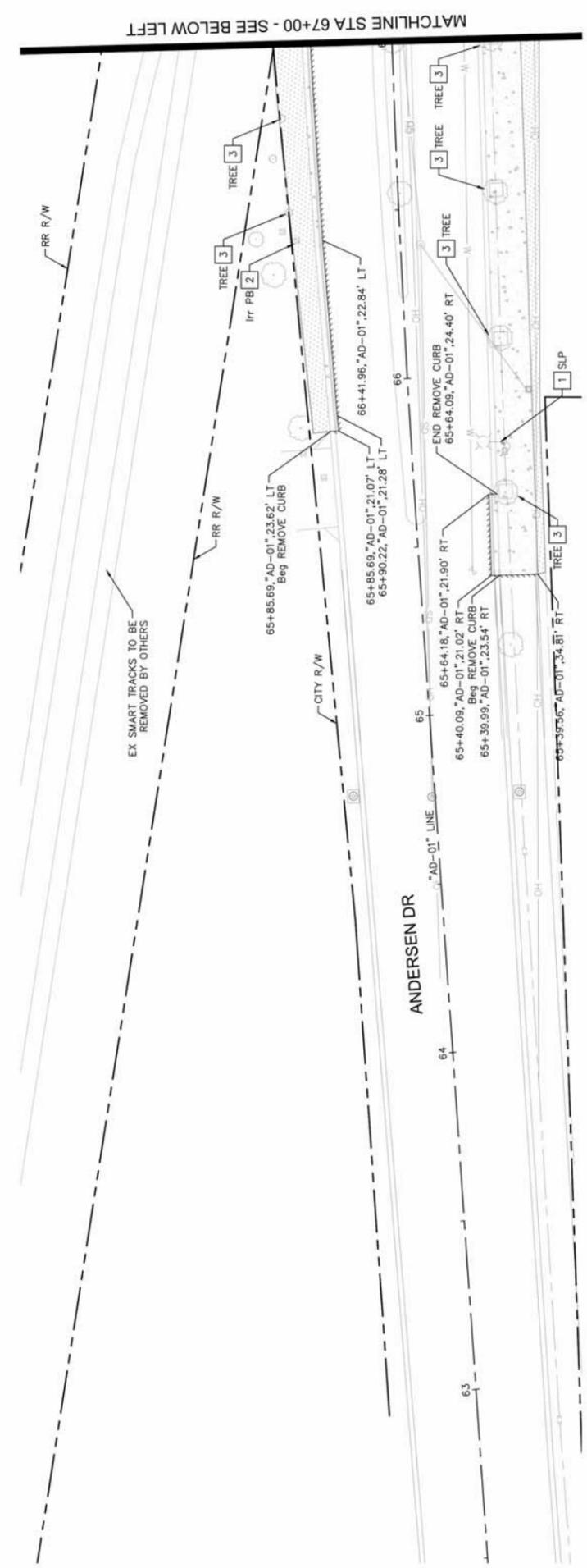
1. PROTECT IN PLACE.
2. ADJUST TO FINISHED GRADE.
3. REMOVE.
4. RELOCATE.
5. REMOVE EXISTING RAIL AND RAILROAD TIES. EXISTING BALLAST MATERIAL TO REMAIN.

GENERAL DEMOLITION NOTES

1. ALL ITEMS NOT SHOWN FOR REMOVAL OR ADJUSTMENT SHALL BE PROTECTED IN PLACE.
2. SEE UT SHEETS FOR UTILITY RELOCATION DETAILS.
3. SEE TS SHEETS FOR SIGNAL AND LIGHTING RELOCATION DETAILS.
4. SEE DR SHEETS FOR STORM DRAIN REMOVALS AND RELOCATION DETAILS.
5. SEE SM SHEETS FOR ROADSIDE SIGN REMOVALS AND RELOCATION DETAILS.
6. ALL SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE, OR RESET PER THE REQUIREMENTS OF UCSMC DWG. 300.
7. CONTRACTOR TO REMOVE EXISTING SMART RAIL FROM WITHIN CITY LIMITS. REMOVAL ARE BACK-CURB ON EITHER SIDE OF THE ROADWAY. REMOVE AND DISPOSE OF RAIL AND TIES.



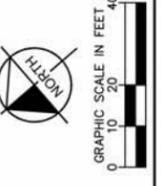
GRAPHIC SCALE IN FEET
 0 10 20 40



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 DAYS BEFORE YOU DIG

DEMOLITION PLAN
 1" = 20'



SCALE: AS NOTED	CITY PROJECT NO. 11276	SHEET NO. PV-01	DRAWING TO OF 38
DATE: 12/09/2016	CITY PROJECT NO. 11276		

CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

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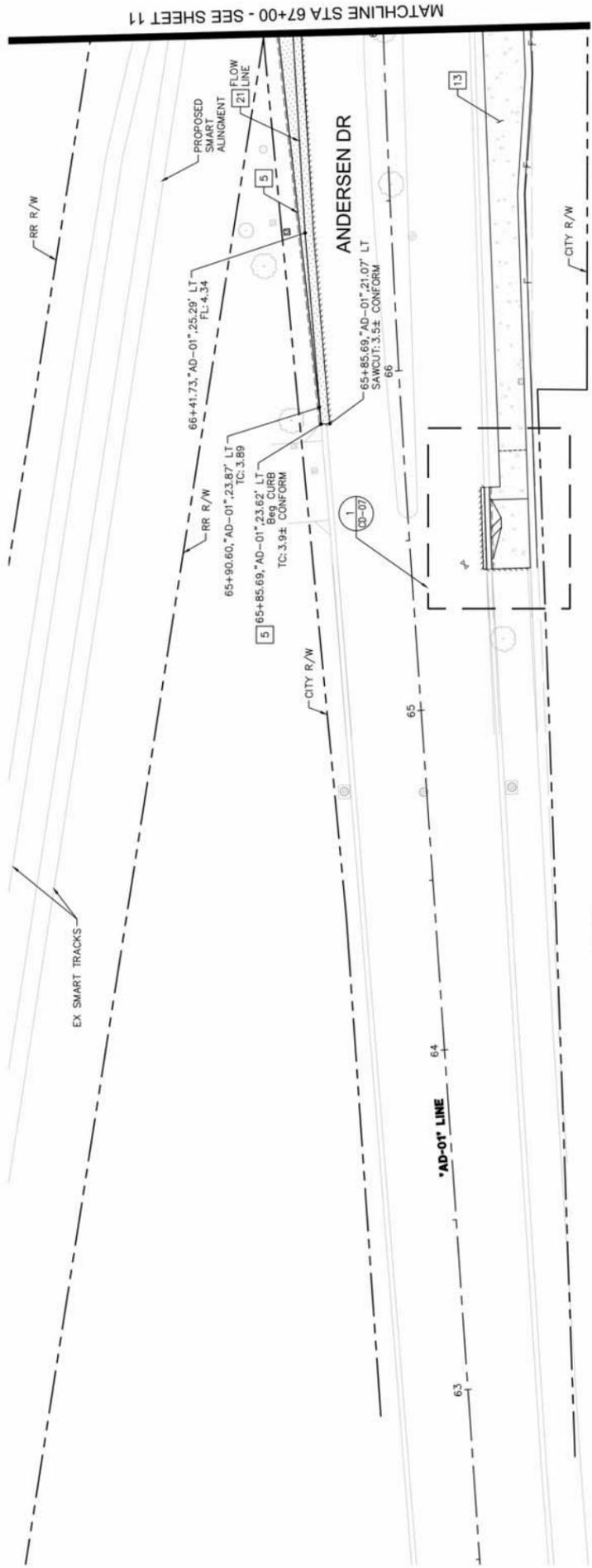
PROJECT NAME ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT	DRAWING NAME LAYOUT	COUNTY OF MARIN CALIFORNIA	SAN RAFAEL
DESIGNED PRM	DRAWN SMH	CHECKED MLH	APPROVED JOHN PULLIAM
NO.	REVISION	BY	DATE

LEGEND

-----	SAWCUT
———	FILL
———	CUT
———	FENCE
XXX.X±	MATCH EXISTING
[Pattern]	CONCRETE SW/PATH, C&G, AND CURB RAMP
[Pattern]	LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)
[Pattern]	MEDIAN PAVING (SEE TYPICAL SECTIONS)
[Pattern]	HMA PAVEMENT
[Pattern]	OVERLAY

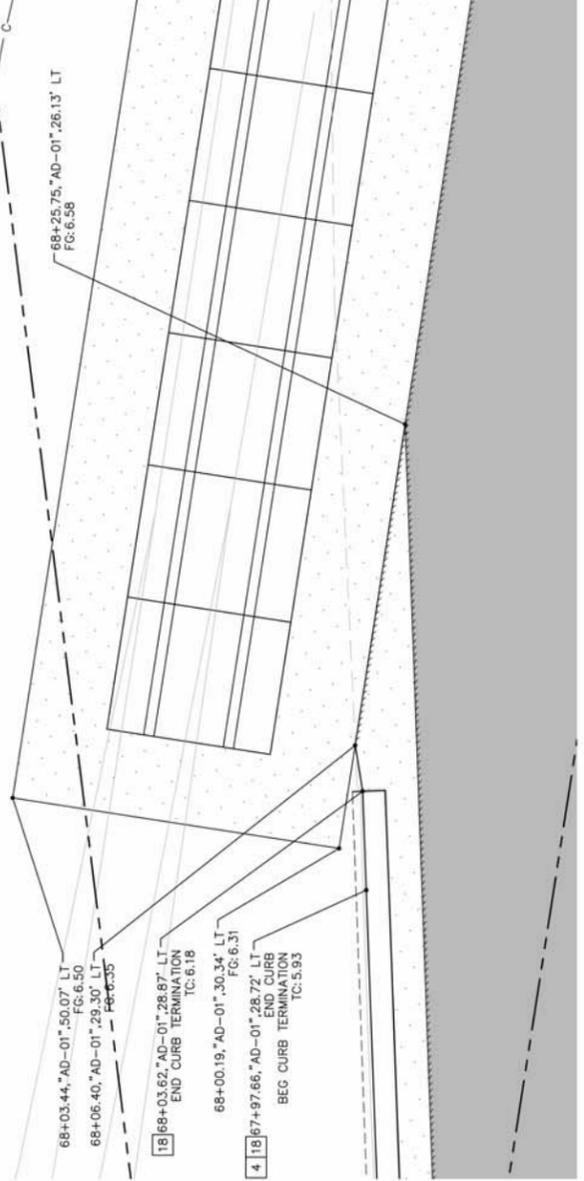
- IMPROVEMENT NOTES**
- CONSTRUCT 6" CURB TYPE E PER UCSMC DWG 100 AND 105.
 - CONSTRUCT CLASS 1 PATH. SEE TYPICAL SECTION FOR PAVEMENT SECTION. SEE CD SHEETS FOR DETAILS. SEE HC SHEETS FOR ALIGNMENT DETAILS.
 - SEE CD-07 FOR DETAILS.

- GENERAL IMPROVEMENT NOTES**
- CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
 - SEE DEMOLITION PLANS FOR REMOVALS.
 - UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
 - ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
 - SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
 - SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
 - LANDSCAPING WORK SHALL RETURN AREA TO PRE-PROJECT LOOK. SEE PLAN 5.00 IN CD SHEETS FOR PLANTING, SIZE, NUMBER AND SPACING. SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.



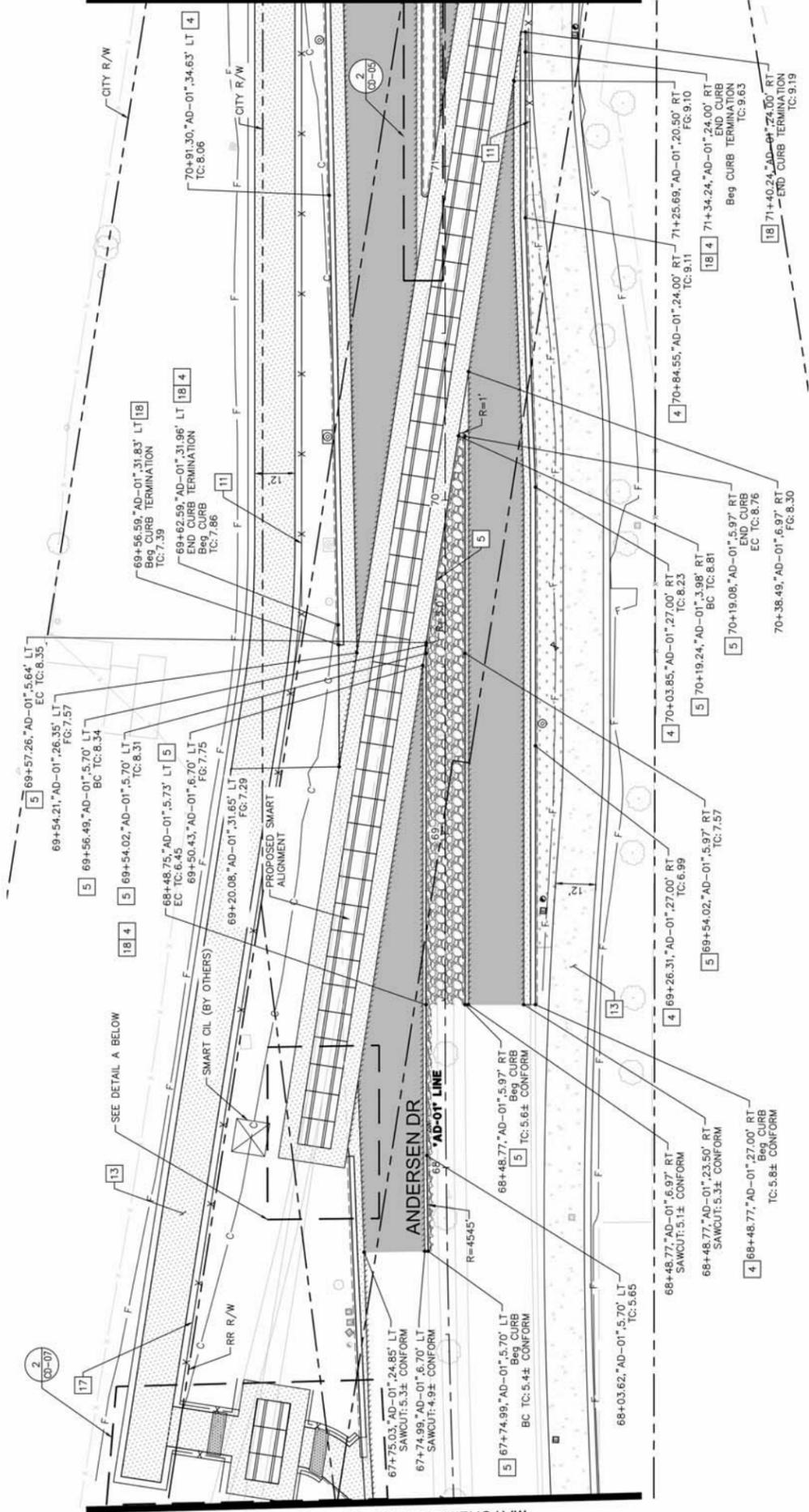
PLAN
1" = 20'

12/09/2016 12:43pm - User: jeffrey.horn - File: 11276-01-01-01.dwg - Plot: 11276-01-01-01.dwg



PLAN
1" = 20'

DETAIL A
1" = 5'



MATCHLINE STA 67+00 - SEE SHEET 10

MATCHLINE STA 71+50 - SEE SHEET 12

LEGEND

- SAWCUT
- FILL
- CUT
- FENCE
- MATCH EXISTING
- CONCRETE SW/PATH, C&G, AND CURB RAMP
- LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)
- MEDIAN PAVING (SEE TYPICAL SECTIONS)
- HMA PAVEMENT
- OVERLAY

IMPROVEMENT NOTES

- 4 CONSTRUCT MODIFIED TYPE "A" C&G PER UCSMC DWG 100 AND 105 PER DETAIL 1 SHEET CD-04.
- 5 CONSTRUCT 6" CURB TYPE E PER UCSMC DWG 100 AND 105.
- 11 INSTALL 6" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP ABS. SEE CD SHEETS FOR DETAILS.
- 13 CONSTRUCT CLASS I PATH. SEE TYPICAL SECTION FOR PAVEMENT SECTION. SEE CD SHEETS FOR DETAILS. SEE HC SHEETS FOR ALIGNMENT DETAILS.
- 17 INSTALL 4" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP ABS. SEE CD SHEETS FOR DETAILS.
- 18 6" CURB TERMINATION PER DETAIL 6 ON SHEET CD-04.

GENERAL IMPROVEMENT NOTES

1. CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA TO AVOID ANY CONFLICT WITH THE PROPOSED CONSTRUCTION.
2. SEE DEMOLITION PLANS FOR REMOVALS.
3. UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
4. ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
5. SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
6. SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
7. LANDSCAPING WORK SHALL RETURN AREA TO PRE-PROJECT LOOK. UTILIZE PLANTS SIMILAR IN SIZE, NUMBER, AND SPECIES TO EXISTING. SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.



CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

Kimley»Horn

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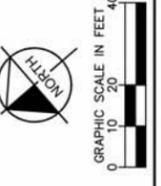
PROJECT NAME
ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT

DRAWING NAME
LAYOUT

COUNTY OF MARIN
CALIFORNIA

DESIGNED PAM
DRAWN SMH
CHECKED MLH
APPROVED JOHN PULLIAM

NO.	REVISION	BY	DATE



SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: PV-03
 DRAWING 12 OF 38

CITY OF SAN RAFAEL
 DEPARTMENT OF PUBLIC WORKS

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PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	LAYOUT
DESIGNED	PRM
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
DATE	

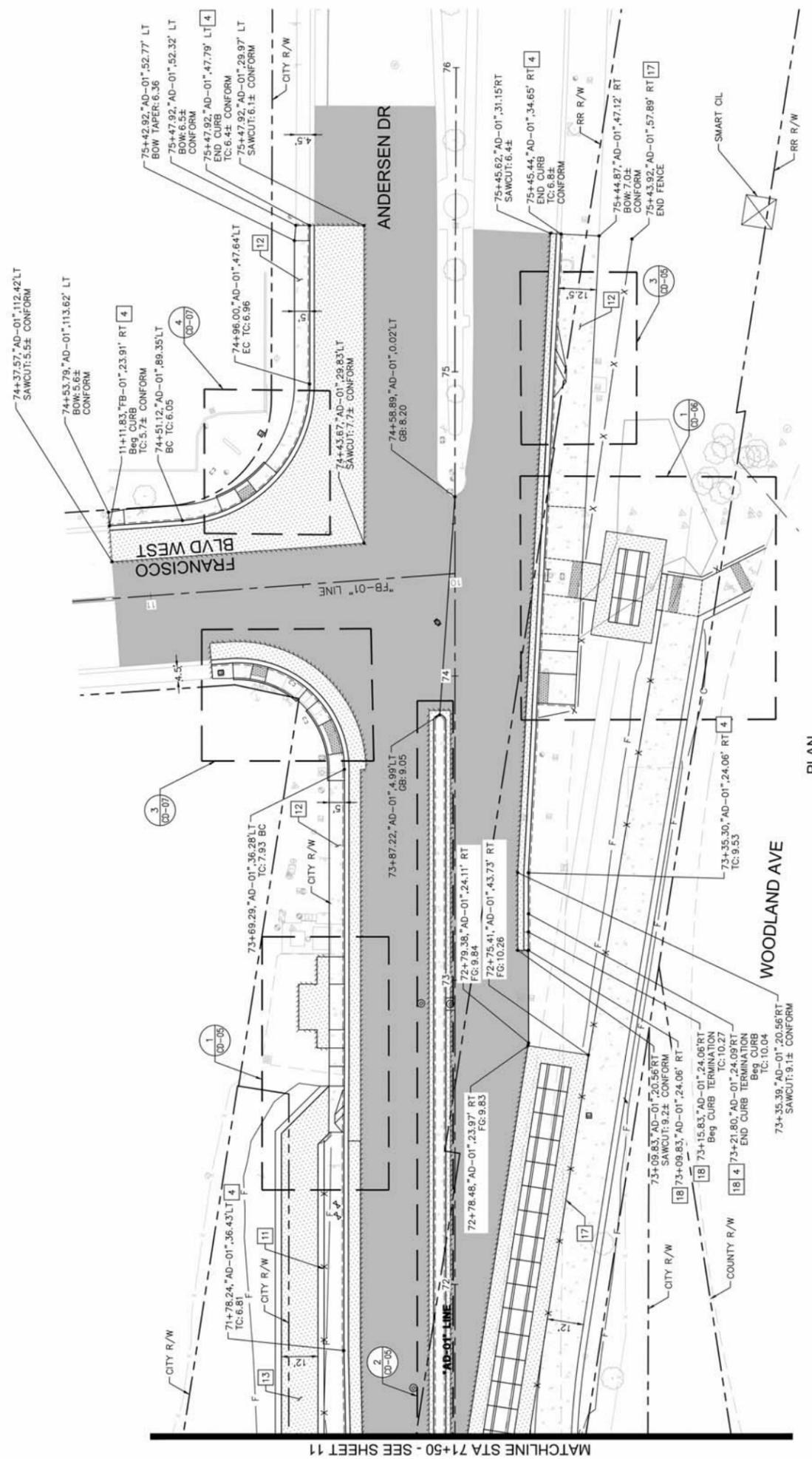
LEGEND

- SAWCUT
- FILL
- CUT
- FENCE
- MATCH EXISTING
- CONCRETE SW/PATH, C&G, AND CURB RAMP
- LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)
- MEDIAN PAVING (SEE TYPICAL SECTIONS)
- HMA PAVEMENT
- OVERLAY

- IMPROVEMENT NOTES**
- 4 CONSTRUCT MODIFIED TYPE "A" C&G PER UCSMC DWG 100 AND 105 PER DETAIL 1 SHEET CD-04.
 - 11 INSTALL 6" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85. SEE CD SHEETS FOR DETAILS.
 - 12 CONSTRUCT TYPE "B" SIDEWALK PER UCSMC DWG 100 AND 105.
 - 13 CONSTRUCT CLASS 1 PATH. SEE TYPICAL SECTION FOR PAVEMENT SECTION. SEE CD SHEETS FOR DETAILS. SEE HC SHEETS FOR ALIGNMENT DETAILS.
 - 17 INSTALL 4" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85. SEE CD SHEETS FOR DETAILS.
 - 18 6" CURB TERMINATION PER DETAIL 6 ON SHEET CD-04.

GENERAL IMPROVEMENT NOTES

1. CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
2. SEE DEMOLITION PLANS FOR REMOVALS.
3. UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
4. ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
5. SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
6. SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
7. LANDSCAPING WORK SHALL RETURN AREA TO PRE-IMPROVEMENT LOOK. UTILIZE PLANTS IN SAME SIZE, NUMBER AND SPECIES TO MATCH. SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.

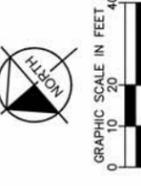


PLAN
 1" = 20'

MATCHLINE STA 71+50 - SEE SHEET 11



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GRAPHIC SCALE IN FEET
 0 10 20 40



SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: CD-01
 DRAWING 13 OF 38

CITY OF SAN RAFAEL
 DEPARTMENT OF PUBLIC WORKS



Kimley»Horn

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 PLEASANTON, CA 94588
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PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	BIKE PATH DETAILS
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
DATE	

DESIGNED	PRM	NO.	REVISION	BY	DATE

LEGEND

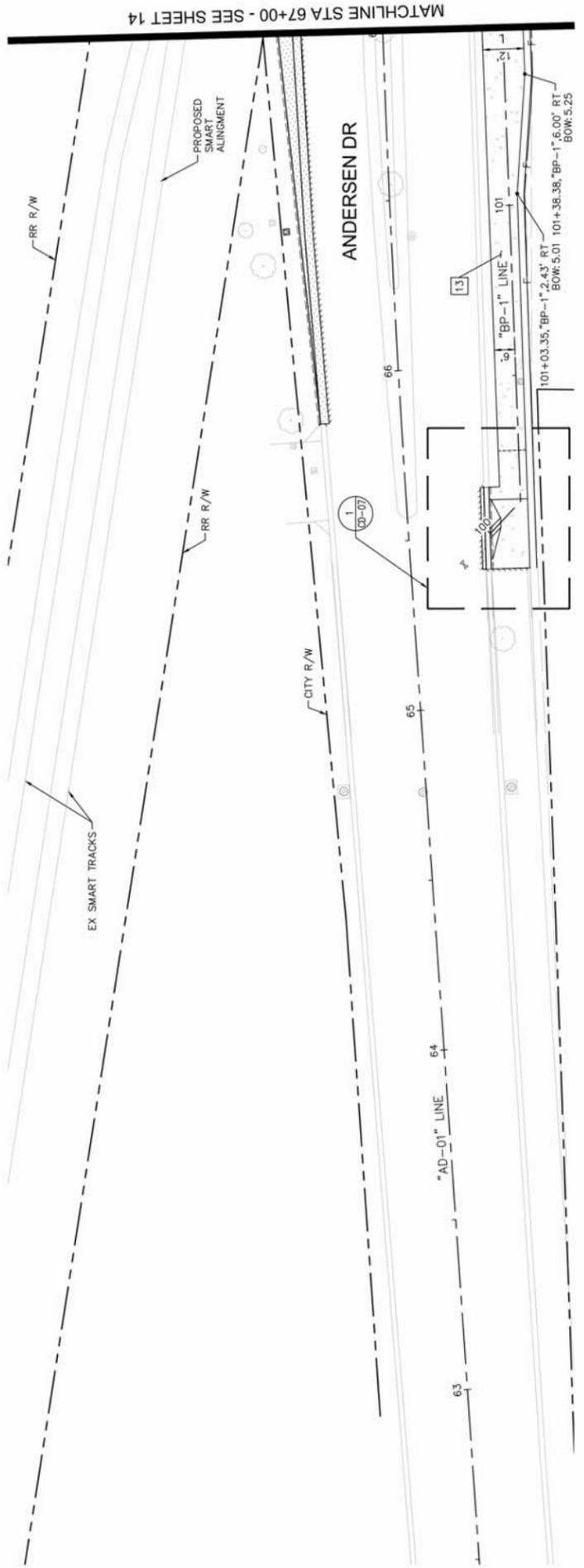
-----	SAWCUT
=====	FILL
-----	CUT
-----	FENCE
-----	MATCH EXISTING
XXX.XX	CONCRETE SW/PATH, C&G, AND CURB RAMP
-----	LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)
-----	MEDIAN PAVING (SEE TYPICAL SECTIONS)
-----	HMA PAVEMENT
-----	OVERLAY

IMPROVEMENT NOTES

- CONSTRUCT CLASS 1 PATH. SEE TYPICAL SECTION FOR PAVEMENT SECTION. SEE CD SHEETS FOR DETAILS.

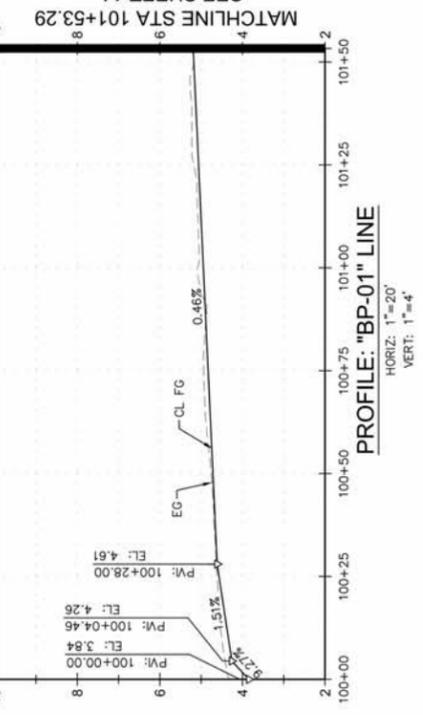
GENERAL IMPROVEMENT NOTES

- CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
- SEE DEMOLITION PLANS FOR REMOVALS.
- UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
- ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
- SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
- SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
- LANDSCAPING WORK SHALL RETURN AREA TO ORIGINAL CONDITION. CONTRACTOR TO VERIFY IN SIZE, NUMBER, SPECIES, TO EXISTING SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.



PLAN
 1" = 20'

BP-1	100+00	100+25	100+50	100+75	101+00	101+25	101+50
STA	100+00	100+25	100+50	100+75	101+00	101+25	101+50
CL EG	4.34	4.61	4.76	4.94	5.09	5.18	5.19
CL FG	3.84	4.57	4.72	4.83	4.95	5.06	5.18



PROFILE: "BP-01" LINE
 HORIZ: 1"=20'
 VERT: 1"=4'

MATCHLINE STA 67+00 - SEE SHEET 14

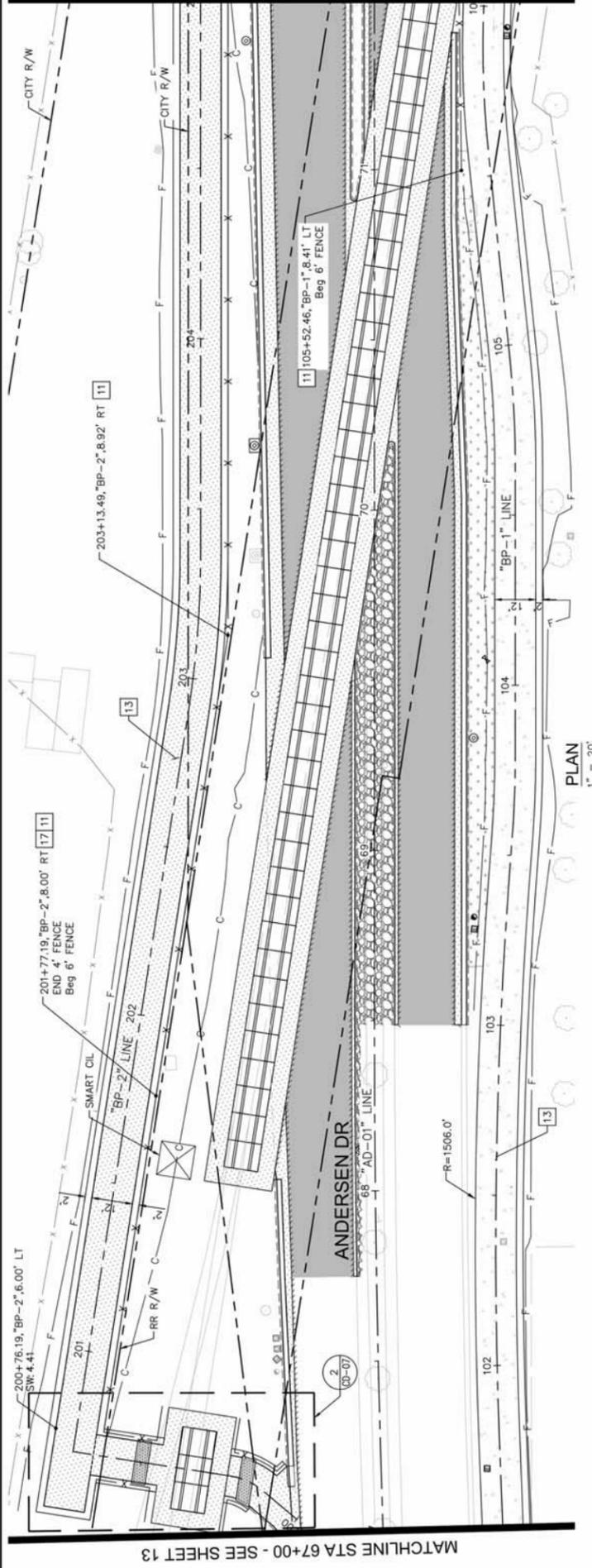
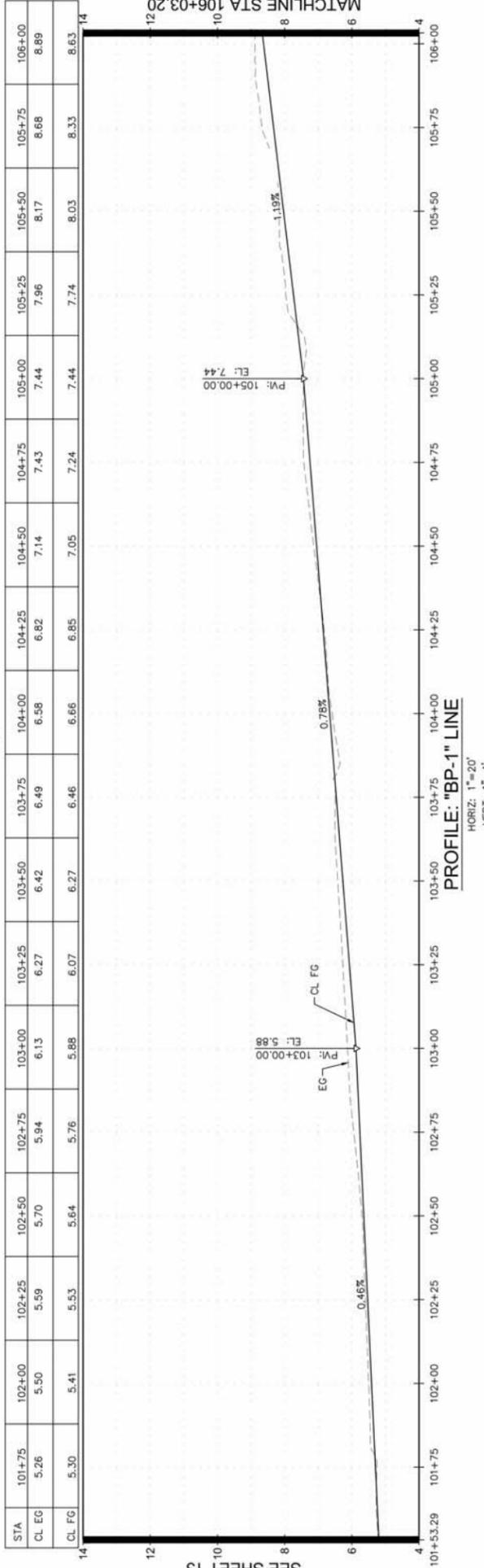
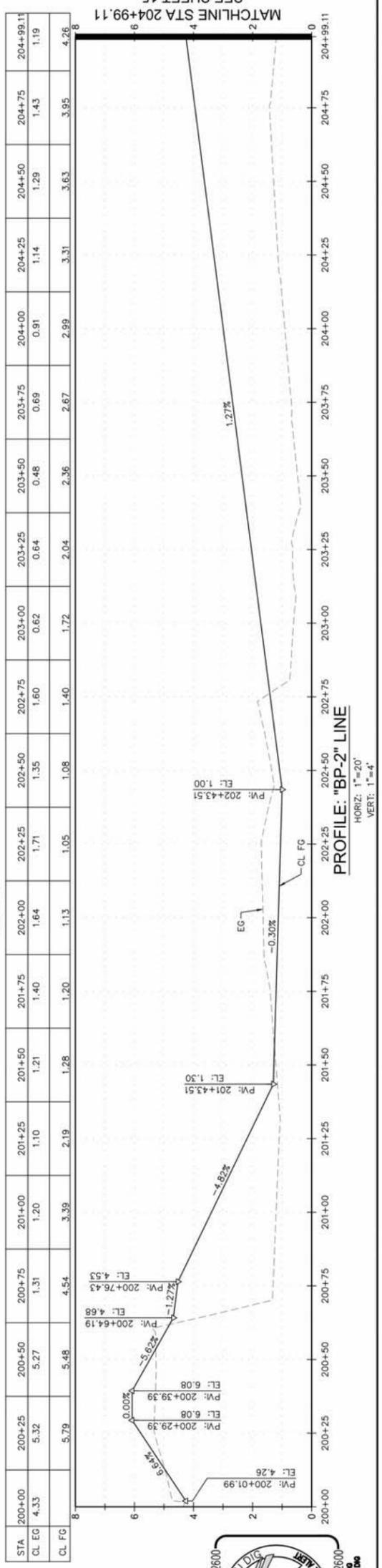
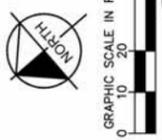
MATCHLINE STA 101+53.29
 SEE SHEET 14



CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

Kimley-Horn
4637 CHABOT DRIVE, SUITE 300
PLEASANTON, CA 94588
TEL: (925) 398-4840

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	BIKE PATH DETAILS
DESIGNED	PRM
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
DATE	
NO.	REVISION
BY	DATE



- GENERAL IMPROVEMENT NOTES**
- CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
 - SEE DEMOLITION PLANS FOR REMOVALS.
 - UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
 - ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
 - SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
 - SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
 - LANDSCAPING WORK SHALL RETURN AREA TO ORIGINAL GRADE. SEE UT-SHEETS FOR UTILITY SIZE, NUMBER AND SPECIES TO EXISTING. SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.

- IMPROVEMENT NOTES**
- INSTALL 6" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85. SEE CD SHEETS FOR DETAILS.
 - CONSTRUCT CLASS 1 PATH. SEE TYPICAL SECTION FOR CONCRETE SW/PATH, C&G, AND CURB RAMP. SEE CD SHEETS FOR DETAILS. SEE HC SHEETS FOR ALIGNMENT DETAILS.
 - INSTALL 4" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85. SEE CD SHEETS FOR DETAILS.

LEGEND

SAWCUT	-----
FILL	=====
CUT	-----
FENCE	-----
MATCH EXISTING	XXX.X±
CONCRETE SW/PATH, C&G, AND CURB RAMP	[Pattern]
LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)	[Pattern]
MEDIAN PAVING (SEE TYPICAL SECTIONS)	[Pattern]
HMA PAVEMENT	[Pattern]
OVERLAY	[Pattern]



PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DESIGNED	PRM
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
COUNTY OF MARIN	CALIFORNIA
DATE	

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 DEPARTMENT OF PUBLIC WORKS

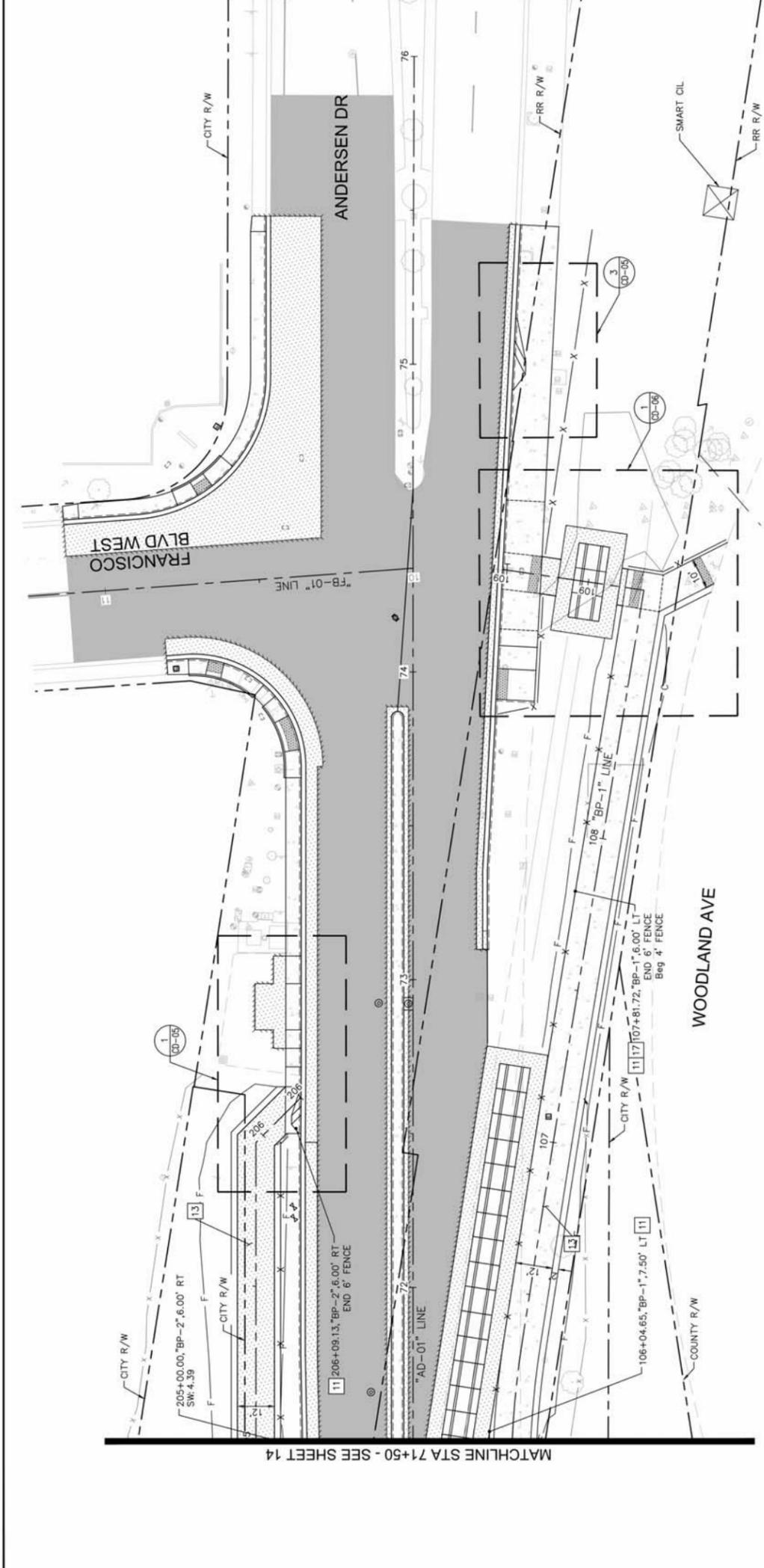
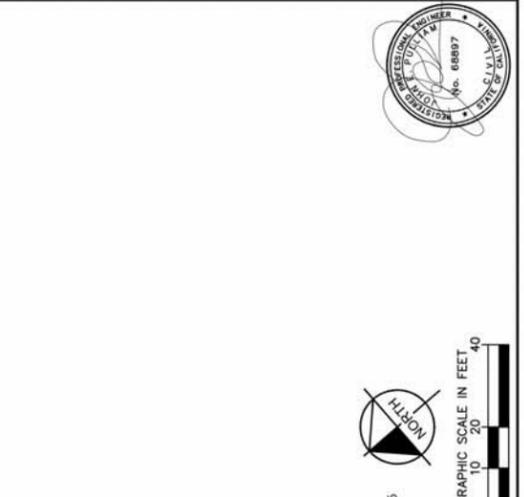
SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: CD-03
 DRAWING 15 OF 38

LEGEND

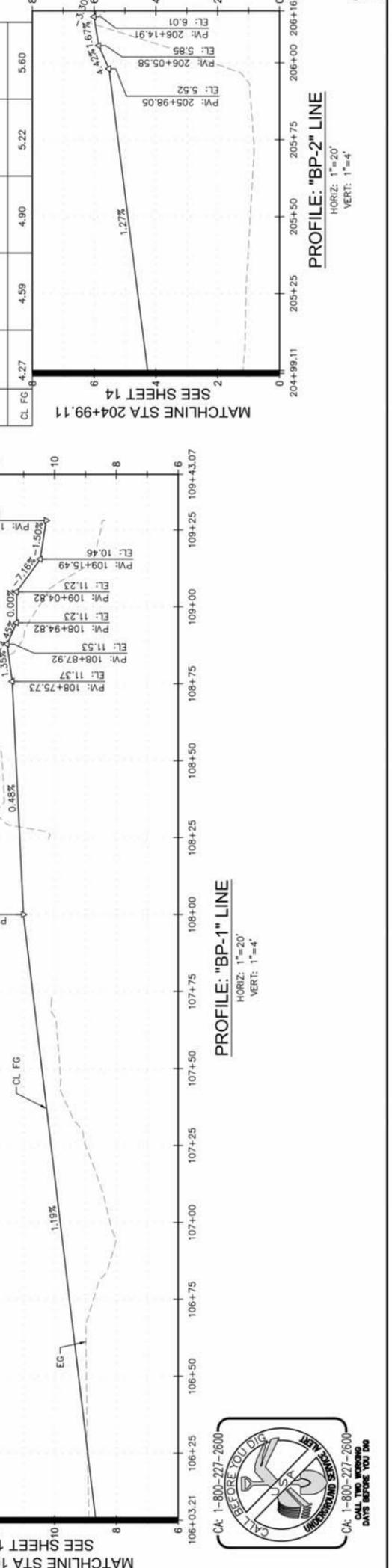
-----	SAWCUT
=====	FILL
-----	CUT
-----	FENCE
-----	MATCH EXISTING
XXXXXX	
[Pattern]	CONCRETE SW/PATH, C&G, AND CURB RAMP
[Pattern]	LANDSCAPE MATERIALS (TYPE AND COLOR TO MATCH EXISTING)
[Pattern]	MEDIAN PAVING (SEE TYPICAL SECTIONS)
[Pattern]	HMA PAVEMENT
[Pattern]	OVERLAY

- IMPROVEMENT NOTES**
- INSTALL 6" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85. SEE CD SHEETS FOR DETAILS.
 - CONSTRUCT CLASS 1 PATH. SEE TYPICAL SECTION FOR PAVEMENT SECTION. SEE CD SHEETS FOR DETAILS.
 - INSTALL 4" CHAIN LINK FENCE PER CALTRANS STANDARD PLAN RSP A85.

- GENERAL IMPROVEMENT NOTES**
- CONTRACTOR TO VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION.
 - SEE DEMOLITION PLANS FOR REMOVALS.
 - UTILITIES SHOWN FOR REFERENCE ONLY REFER TO THE UT-SHEETS FOR MORE DETAIL.
 - ALL STATIONS AND OFFSETS ARE BASED ON "AD-01" ALIGNMENT UNLESS OTHERWISE INDICATED.
 - SEE DEMOLITION PLANS FOR SAW CUT LIMITS AND COLD PLANE LIMITS.
 - SEE RAILROAD PLAN FOR ADDITIONAL RAIL CROSSING DETAILS.
 - LANDSCAPING WORK SHALL RETURN AREA TO ORIGINAL LOOK. UTILIZE LOCAL PLANTS AND SPECIES. SEE LANDSCAPE AND IRRIGATION NOTES ON SHEET GN-01.



STA	106+25	106+50	106+75	107+00	107+25	107+50	107+75	108+00	108+25	108+50	108+75	109+00	109+25
CL EG	8.94	8.97	8.74	8.20	9.00	9.83	10.41	11.01	11.13	11.25	11.37	11.23	10.32
CL FG	8.93	9.22	9.52	10.11	10.11	10.41	10.71	11.01	11.13	11.25	11.37	11.23	10.32



PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	DRAINAGE PLAN
DRAWN	SMH
CHECKED	MLH
APPROVED	JOHN PULLIAM
COUNTY OF MARIN	CALIFORNIA
DATE	DATE

PROJECT NAME: ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
 DRAWING NAME: DRAINAGE PLAN
 DRAWN: SMH
 CHECKED: MLH
 APPROVED: JOHN PULLIAM
 COUNTY OF MARIN, CALIFORNIA

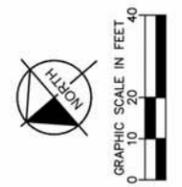
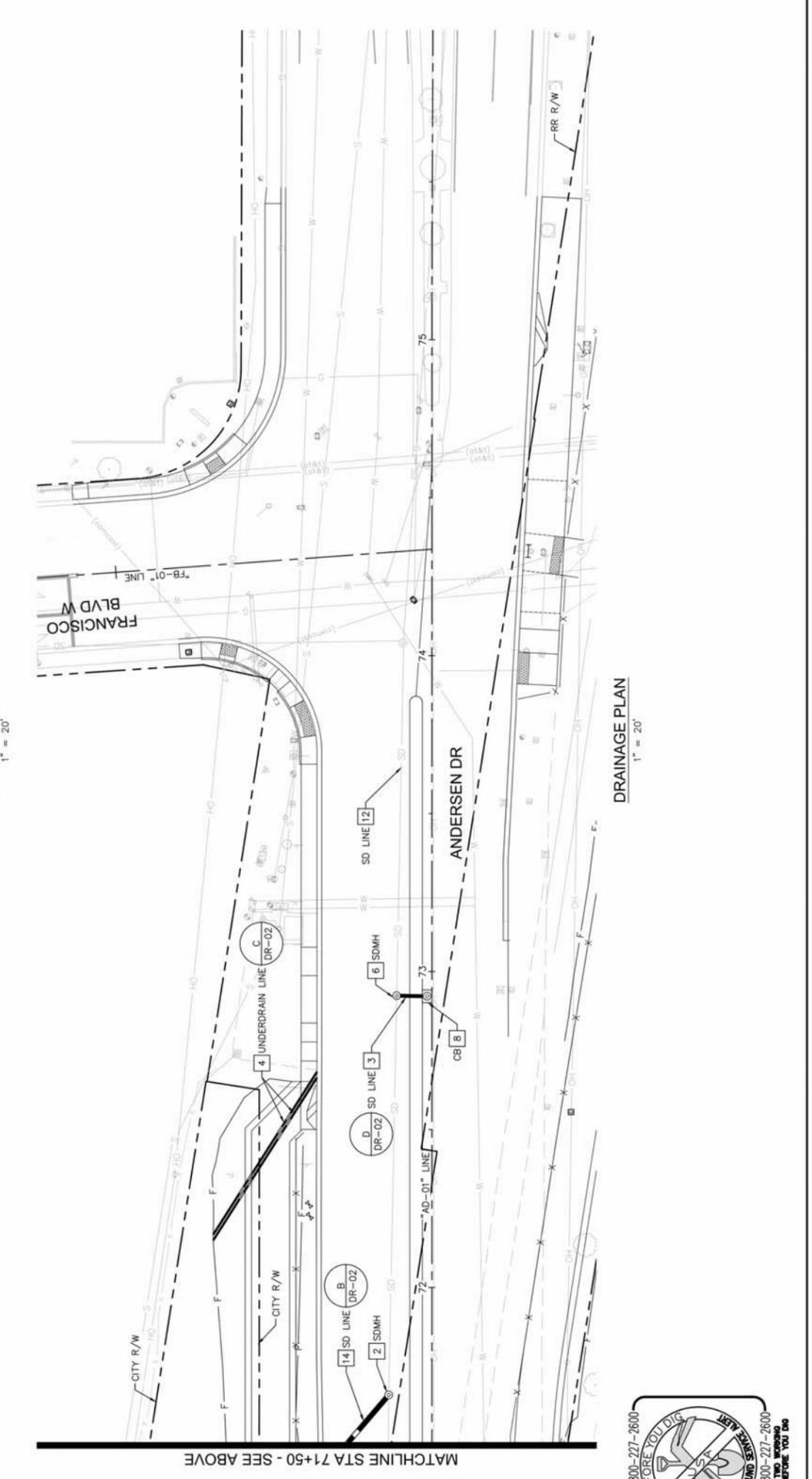
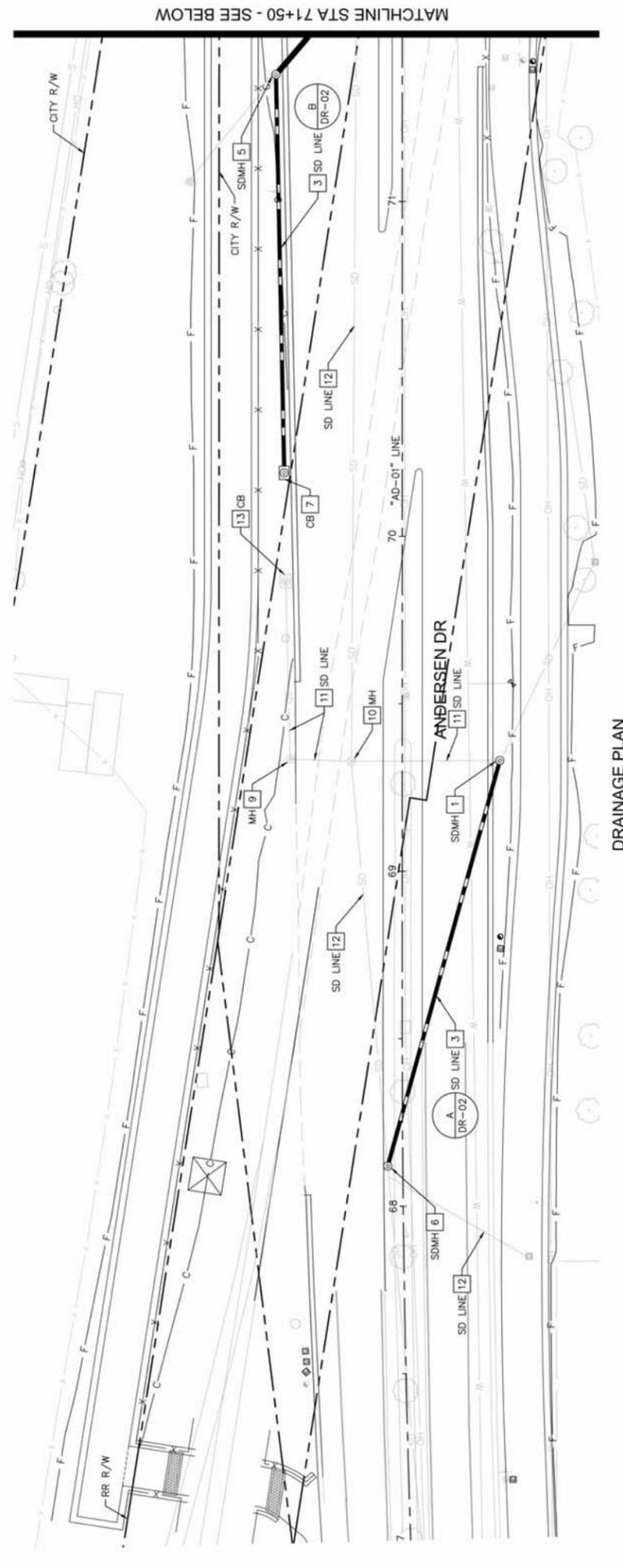
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 DEPARTMENT OF PUBLIC WORKS
 4637 CHABOT DRIVE, SUITE 300
 PLEASANTON, CA 94588
 TEL: (925) 966-4840

SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO. 11276
SHEET NO. DR-01
DRAWING 21 OF 38



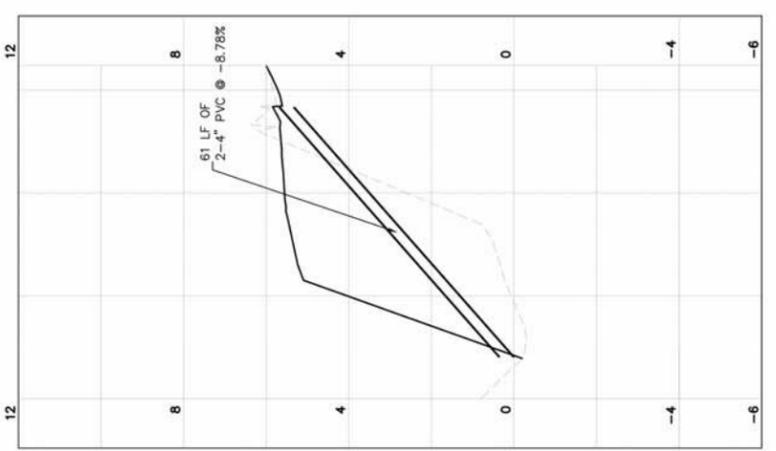
- LEGEND**
- PROPOSED PVC PIPE
- DRAINAGE NOTES**
- CONNECT TO EXISTING STRUCTURE.
 - ADJUST EXISTING UTILITY FRAME AND GRATE TO GRADE.
 - INSTALL 12" PVC.
 - FURNISH AND INSTALL SIDEWALK UNDERDRAIN PIPE PER UCSMC DWG 145.
 - FURNISH AND INSTALL TYPE A MANHOLE PER UCSMC DWG 205.
 - FURNISH AND INSTALL TYPE B MANHOLE PER UCSMC DWG 210.
 - FURNISH AND INSTALL TYPE B CATCH BASIN PER UCSMC DWG 230.
 - FURNISH AND INSTALL TYPE C CATCH BASIN PER UCSMC DWG 235.
 - ABANDON MANHOLE BY REMOVING TOP 6" OF MANHOLE AND FILL WITH GROUT.
 - ABANDON MANHOLE, CAP TOP.
 - ABANDON EXISTING SD LINE IN PLACE.
 - PROTECT IN PLACE.
 - REMOVE SD INLET.

- GENERAL NOTES:**
- LOCATION OF EXISTING DRAINAGE ARE APPROXIMATE. CONTRACTORS SHALL FIELD VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

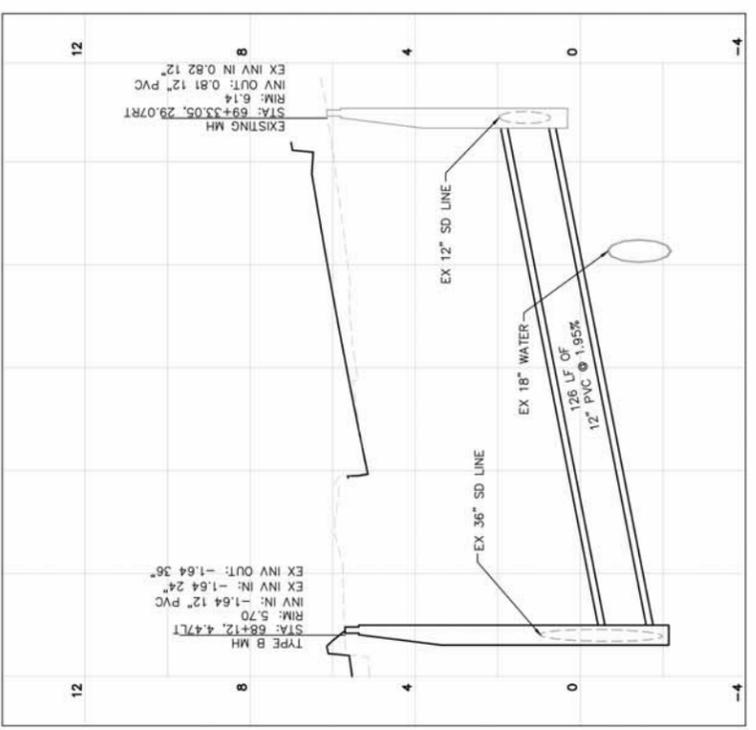




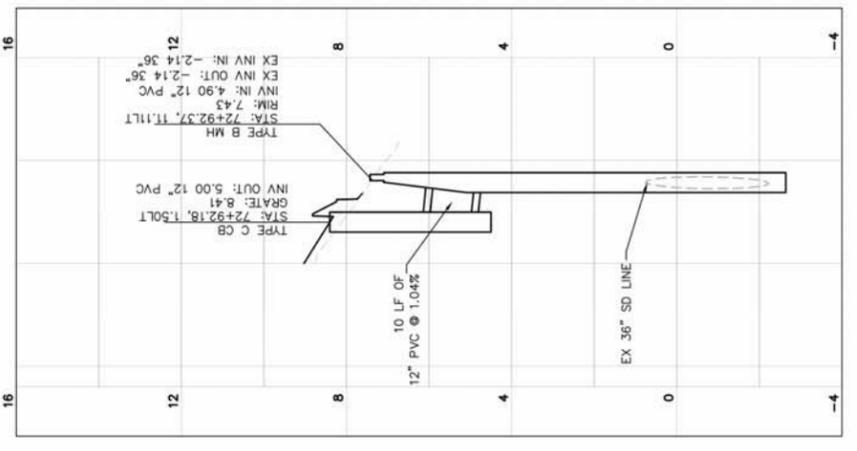
SD LINE "C"
 DR-02 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'



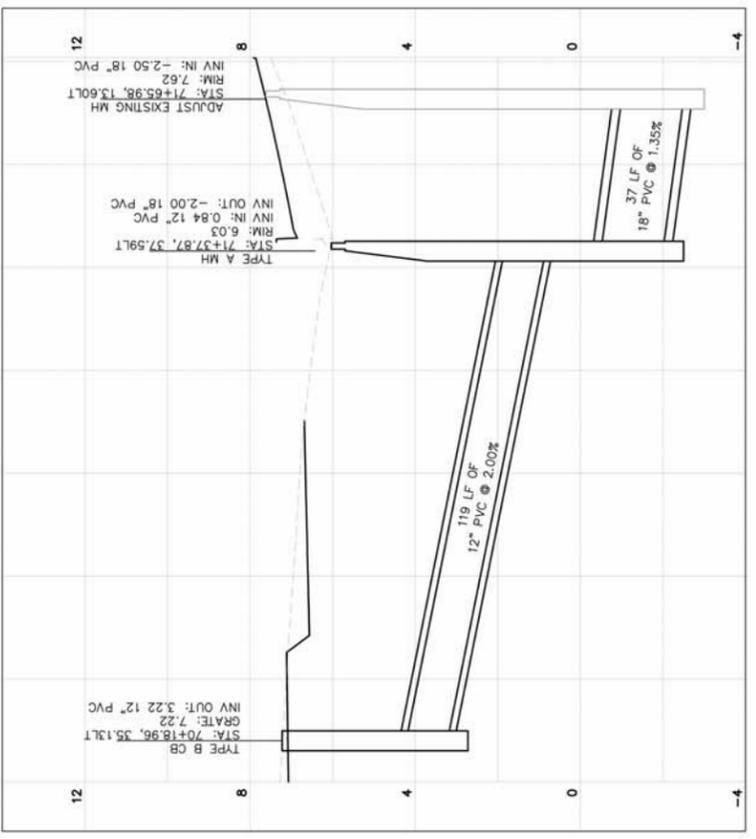
SD LINE "A"
 DR-02 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'



SD LINE "D"
 DR-02 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'



SD LINE "B"
 DR-02 HORIZONTAL SCALE: 1" = 20'
 VERTICAL SCALE: 1" = 2'



GENERAL NOTES:
 1. LOCATION OF EXISTING DRAINAGE ARE APPROXIMATE. CONTRACTORS SHALL VERIFY LOCATION OF EXISTING DRAINAGE PRIOR TO THE START OF CONSTRUCTION.



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DEPARTMENT OF PUBLIC WORKS



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PROJECT NAME
 ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT

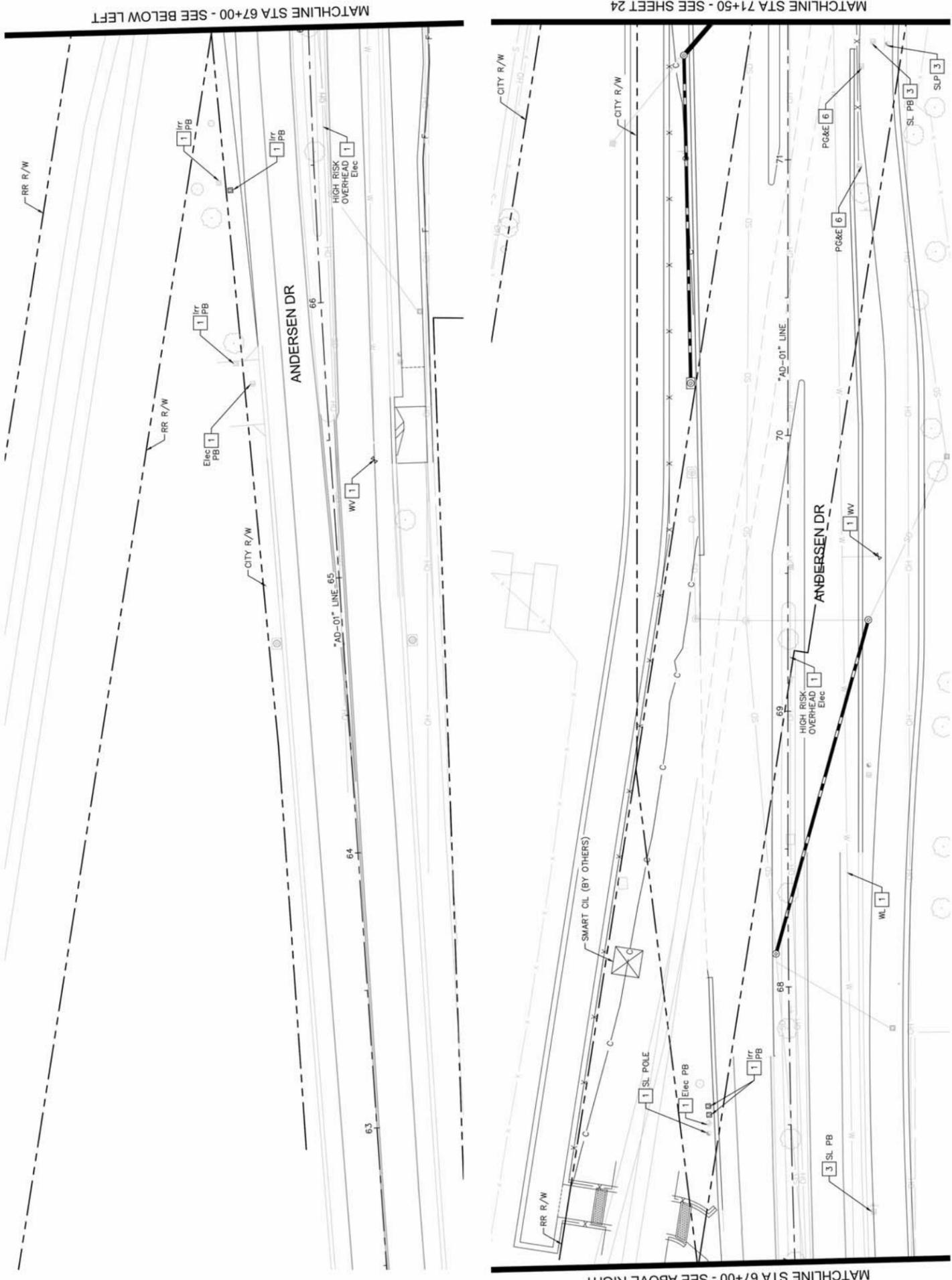
DRAWING NAME
 DRAINAGE PROFILES

COUNTY OF MARIN
 SAN RAFAEL

DESIGNED	PRM	DATE
DRAWN	SMH	DATE
CHECKED	MLH	DATE
APPROVED	JOHN PULLIAM	DATE

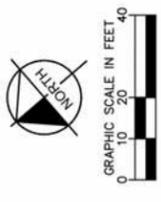


UTILITY PLAN
1" = 20'



MATCHLINE STA 71+50 - SEE SHEET 24

MATCHLINE STA 67+00 - SEE BELOW LEFT



UTILITY NOTES

- 1 PROTECT EXISTING UTILITY IN PLACE.
- 3 EXISTING UTILITY, SEE THE TRAFFIC SIGNAL MODIFICATION PLANS FOR MORE DETAIL.
- 6 EXISTING UTILITY, TO BE RELOCATED BY OTHERS.

GENERAL NOTES:

- 1. LOCATION OF EXISTING DRAINAGE ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING DRAINAGE PRIOR TO THE START OF CONSTRUCTION.
- 2. SEE TS SHEETS FOR TRAFFIC EQUIPMENT DETAILS.
- 3. ALL UTILITIES SHOULD BE PROTECTED IN PLACE, UNLESS OTHERWISE SPECIFIED. ANY CONFLICTS IN FIELD NEED TO BE MODIFIED TO THE ENGINEER.
- 4. SEE DR SHEETS FOR STORM DRAIN EQUIPMENT DETAILS.

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DEPARTMENT OF PUBLIC WORKS



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TEL: (925) 398-4840

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT	
DRAWING NAME	UTILITY PLAN	
APPROVED	JOHN PULLIAM	DATE
CHECKED	MLH	DATE
DRAWN	SMH	DATE
DESIGNED	PRM	DATE
NO.	REVISION	BY

SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO. 11276
SHEET NO. UT-01
DRAWING 23 OF 38

12/09/2016 12:54pm - User: paul.wheeler - File: 11276.dwg - Path: C:\Users\paul.wheeler\Documents\Projects\11276\11276.dwg

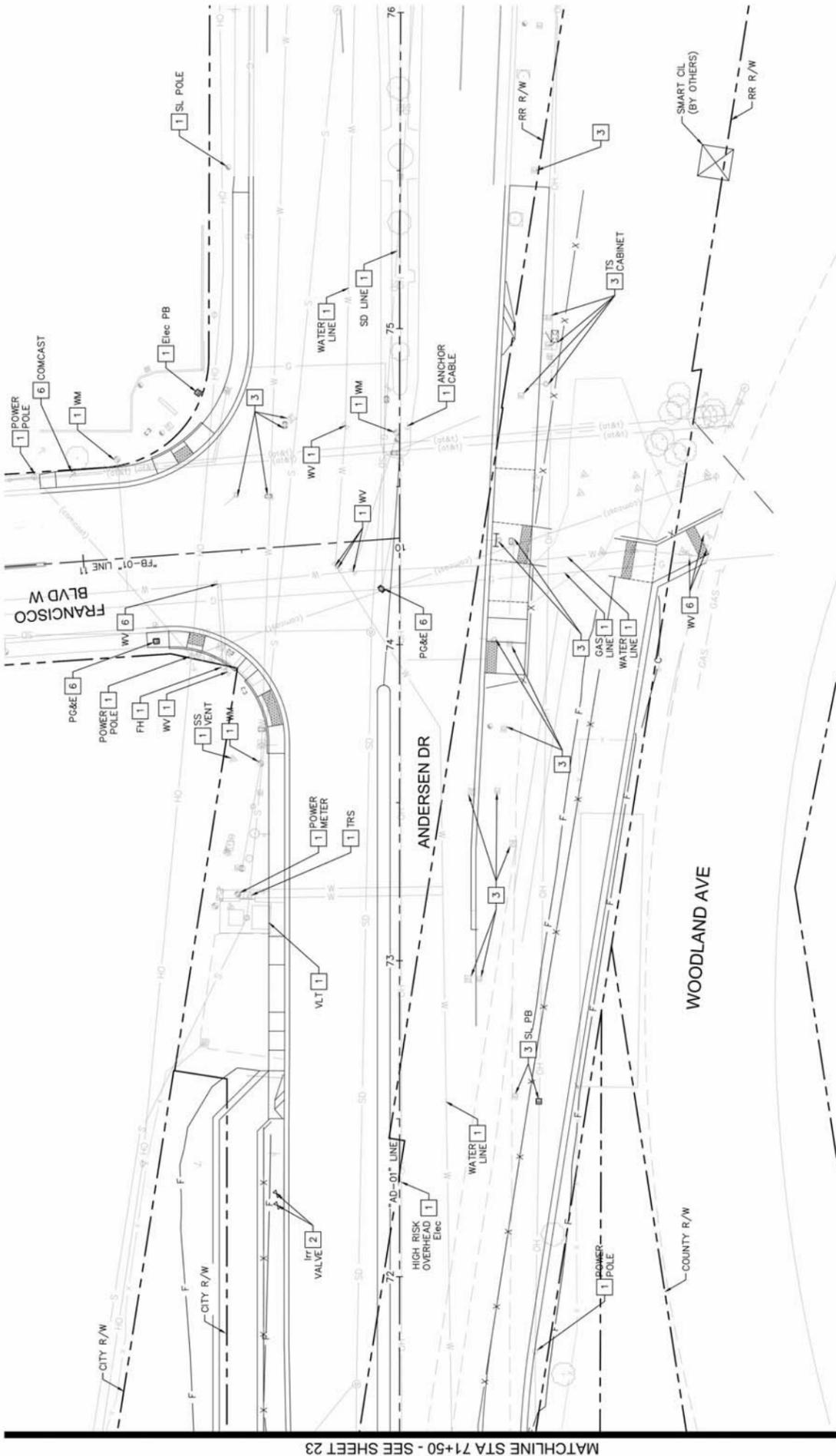


GENERAL NOTES:

1. LOCATION OF EXISTING DRAINAGE ARE APPROXIMATE. CONTRACTOR SHALL FIELD LOCATE EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY CONFLICTS WITH THE PROPOSED WORK PRIOR TO THE START OF CONSTRUCTION.
2. SEE TS SHEETS FOR TRAFFIC EQUIPMENT DETAILS.
3. ALL UTILITIES SHOULD BE PROTECTED IN PLACE, UNLESS OTHERWISE SHOWN ON PLANS. ANY CONFLICTS IN FIELD NEED TO BE MODIFIED TO THE ENGINEER.
4. SEE DR SHEETS FOR STORM DRAIN EQUIPMENT DETAILS.

UTILITY NOTES

1. PROTECT EXISTING UTILITY IN PLACE.
2. ADJUST EXISTING UTILITY FRAME AND GRATE TO GRADE.
3. EXISTING UTILITY, SEE THE TRAFFIC SIGNAL MODIFICATION PLANS FOR MORE DETAIL.
6. EXISTING UTILITY, TO BE RELOCATED BY OTHERS.



UTILITY PLAN
1" = 20'

MATCHLINE STA 71+50 - SEE SHEET 23

		CITY OF SAN RAFAEL DEPARTMENT OF PUBLIC WORKS	
		4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588 TEL: (925) 396-4840	
PROJECT NAME ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT	DRAWING NAME UTILITY PLAN	COUNTY OF MARIN CALIFORNIA	SAN RAFAEL
DESIGNED PFM	DRAWN SHM	CHECKED MLH	APPROVED JOHN PULLIAM
NO.	REVISION	BY	DATE
DATE	DATE	DATE	DATE

SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: UT-02
 DRAWING 24 OF 38

LEGEND

SWALE AREA

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	SIGNING AND STRIPING PLAN
APPROVED	JOHN PULLIAM
CHECKED	MLH
DRAWN	SMH
DESIGNED	PRM
NO.	REVISION
BY	DATE
DATE	

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 DEPARTMENT OF PUBLIC WORKS



SCALE: AS NOTED
 DATE: 12/09/2016
 CITY PROJECT NO.: 11276
 SHEET NO.: SM-02
 DRAWING 26 OF 38



MARKING SCHEDULE

PATTERN OR LEGEND	INSTALL/REFRESH	
	No.	TOTAL SQ. FT.
12" WHITE (THERMOPLASTIC)	208 LF	208
(THERMOPLASTIC)	2	28
(THERMOPLASTIC)	2	30
(THERMOPLASTIC)	2	30
(THERMOPLASTIC)	1	36
(THERMOPLASTIC)	1	27
(THERMOPLASTIC)	2	140
(THERMOPLASTIC)	7	49
(THERMOPLASTIC)	7	25
(THERMOPLASTIC)	1	2
(THERMOPLASTIC)	2	10
YELLOW PAINT FOR CURBS	20 LF	20 LF
GREEN COLORED PAVEMENT FOR BIKE LANES	-	3510
TOTAL	4115	

SIGN SCHEDULE

MITCD CODE	DESCRIPTION	INSTALL	RELOCATE	PROTECT	NEW POSTS
M3-3	SOUTH	-	1	1	1
M6-1	RIGHT/LEFT ARROW	-	1	1	-
G26-2 (CA)	HIGHWAY MARKER	-	1	1	-
R1-1	STOP	2	-	-	2
R26 (CA)	NO PARKING ANYTIME	-	1	1	-
R26A (CA)	NO PARKING ANYTIME	-	-	3	-
W1-7	TWO-DIRECTION LARGE ARROW SIGN	-	1	-	-
R81 (CA)	BIKE LANE	3	-	1	2
R81A (CA)	BEGIN	1	-	-	1
R81B (CA)	END	2	-	-	1
SG45 (CA)	CITY BIKE ROUTE	-	-	1	-
R4-7	KEEP RIGHT SIGN	1	1	-	1
SPECIAL 1	BIKE GUIDE SIGNAGE	-	-	1	-
SPECIAL 2	BIKE GUIDE SIGNAGE	-	-	1	-
SPECIAL 3	CITY BUS STOP	-	-	1	-
SPECIAL 4	OFFICE DEPOT	-	-	1	-
SPECIAL 5	DIRECTION ARROWS	-	-	1	-
W10-1	RAILROAD CROSSING	3	-	-	1
G78-1 (CA)	FREEWAY SIGN	-	-	1	-
W4-2	LANE REDUCTION SIGN	-	-	1	-
R10-6	STOP HERE ON RED	1	-	-	1
R49	NO PED CROSSING - USE CROSSWALK	3	-	-	-
R8-8	DO NOT STOP ON TRACKS	2	-	-	2
R44C(CA)	BIKES MUST EXIT	2	-	-	2
TOTAL		20	6	16	14

STRIPING SCHEDULE

DETAIL	PATTERN OR LEGEND	INSTALL (LF)	REMOVE (LF)
12	LANE LINE	100	-
13	LANE LINE	42	-
22	NO PASSING ZONES - TWO DIRECTION	40	-
24	LEFT EDGE LINE	1255	-
27	RIGHT EDGE LINE	761	50
29	CHANNELIZING LINE	191	5
29	BIKE LANE LINE	395	-
29A	INTERSECTION LINE BIKE LANE	220	-
TOTAL		3004	55

THERMOPLASTIC UNLESS OTHERWISE NOTED

R1-1
30"X30"

R4-7
24"X30"

R26(CA)
12"X18"

R81(CA)
24"X18"

R81B(CA)
8"X5"

W10-1
36" Dia.

M3-3
24"X12"

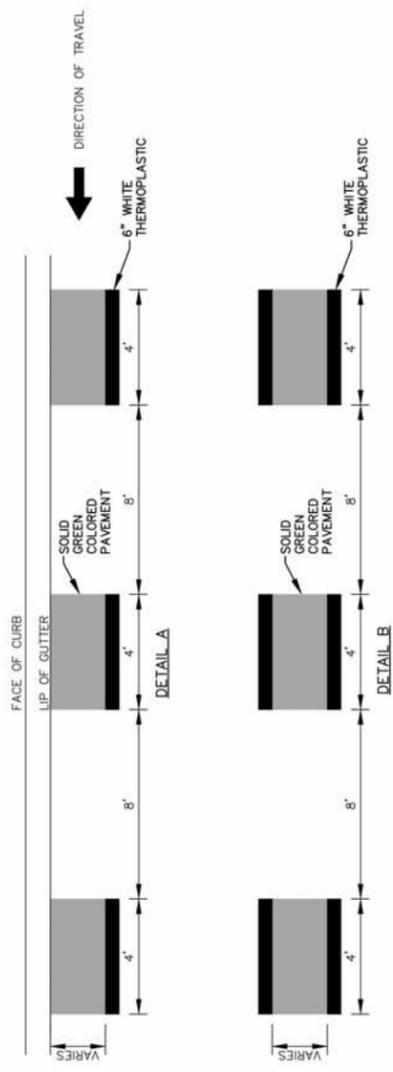
W1-7
48"X24"

R10-6
24"X36"

R10-10B
18"X24"

R8-8
24"X30"

R44C(CA)
30"X30"



GREEN-COLORED PAVEMENT FOR BIKE LANES
 NO SCALE



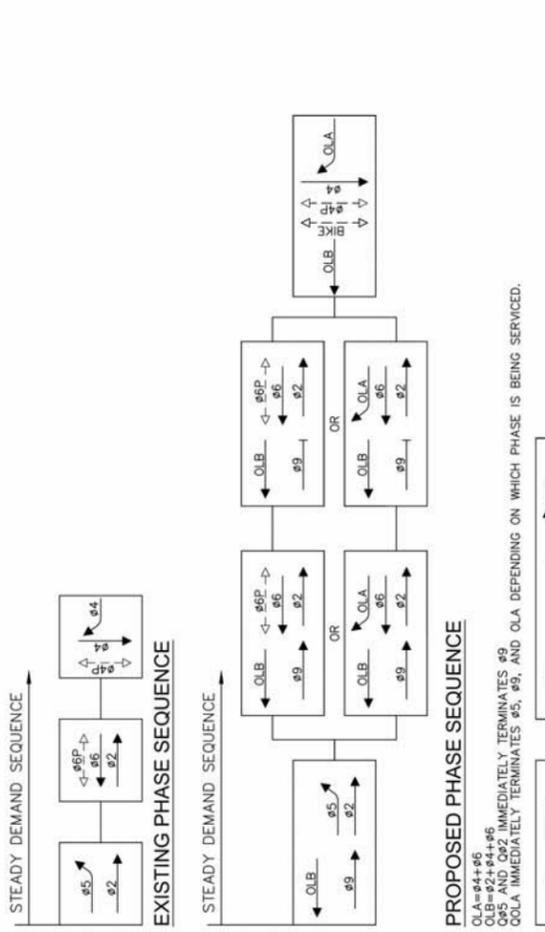
PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	TRAFFIC SIGNAL MODIFICATION PLAN
DESIGNED	MMW
DRAWN	JSS
CHECKED	KGA
APPROVED	KEVIN AGUIGUI
DATE	

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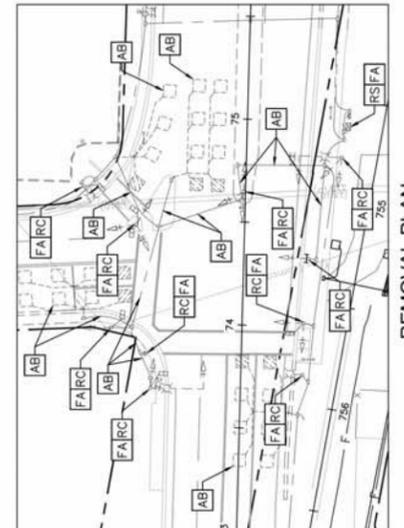
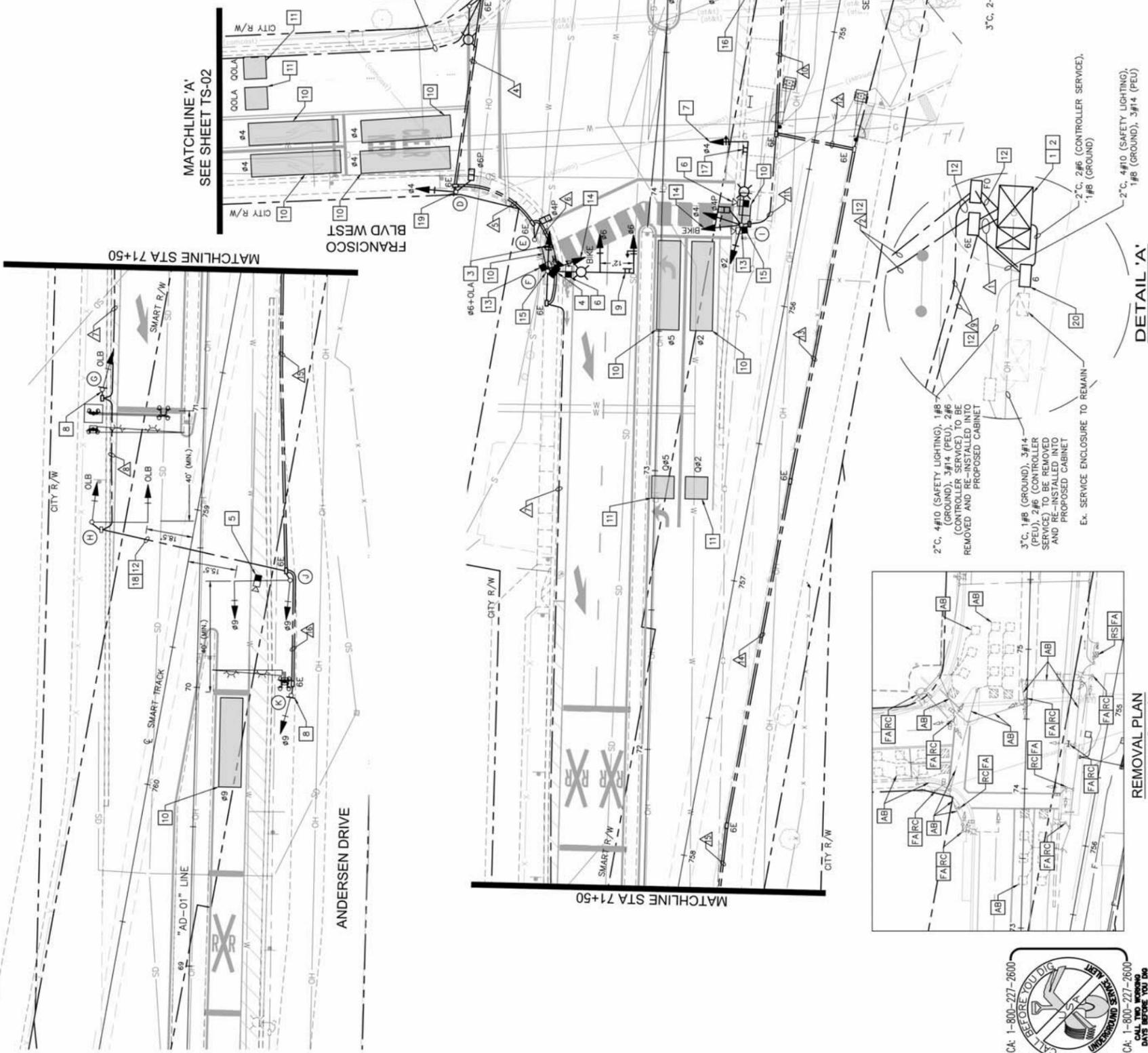


SCALE	AS NOTED
DATE	12/09/2016
CITY PROJECT NO.	11276
SHEET NO.	TS-01
DRAWING 27	OF 38



CONSTRUCTION NOTES:

- FURNISH AND INSTALL FOUNDATION FOR TYPE OL CABINET. SEE SHEET DT-02 FOR DETAIL. INSTALL CITY-FURNISHED TYPE OL TRAFFIC SIGNAL CONTROLLER CABINET WITH BATTERY BACKUP SYSTEM, COBALT TRAFFIC SIGNAL CONTROLLER, GENERATOR PLUG, VIDEO DETECTION SYSTEM, ETHERNET SWITCH, FIBER TERMINATION PANEL, AND RAILROAD PREEMPTION PANEL.
- FURNISH AND INSTALL ALL TRAFFIC SIGNAL EQUIPMENT, HARDWARE, WIRING AND CABLING AS REQUIRED BY THE PROJECT SPECIFICATIONS.
- FURNISH AND INSTALL 5-SECTION SIGNAL HEAD PER DETAIL ON SHEET DT-02.
- FURNISH AND INSTALL PTZ CCTV CAMERA ON SIGNAL POLE. SEE SHEET DT-01 FOR DETAIL.
- FURNISH AND INSTALL VIDEO DETECTION CAMERA WITH EXTENSION ON SIGNAL MAST ARM. SEE SHEET DT-01 FOR DETAIL.
- FURNISH AND INSTALL VIDEO DETECTION CAMERA ON LUMINAIRE MAST ARM. SEE SHEET DT-01 FOR DETAIL.
- FURNISH AND INSTALL 4-SECTION SIGNAL HEAD. SEE SHEET DT-02 FOR DETAIL.
- FURNISH AND INSTALL R10-6(L) "STOP HERE ON RED" SIGN ON SIGNAL POLE.
- FURNISH AND INSTALL R3-18 "NO LEFT OR U-TURN" SIGN ON SIGNAL MAST ARM.
- CONTRACTOR SHALL CONFIGURE THE VIDEO DETECTION CAMERA SIZE AND LOCATION TO BE DETERMINED BY THE ENGINEER.
- CONTRACTOR SHALL CONFIGURE THE VIDEO DETECTION ZONE FOR QUEUE CUTTING. FINAL SIZE AND LOCATION TO BE DETERMINED BY THE ENGINEER.
- FURNISH AND INSTALL 3" CONDUIT WITH FLEXIBLE FABRIC DIVIDER AND 1#8 AWG TRACER WIRE.
- FURNISH AND INSTALL VIDEO DETECTION CAMERA ON SIGNAL POLE. SEE SHEET DT-01 FOR DETAIL.
- FURNISH AND INSTALL BIKE SIGNAL HEAD AT 10' ON SIGNAL POLE. SEE SHEET DT-02 FOR DETAIL.
- FURNISH AND INSTALL R10-10B "BIKE SIGNAL" SIGN ON SIGNAL POLE.
- FURNISH AND INSTALL RADIO UNIT ON SIGNAL POLE AND ORIENT TOWARD MERA TOWER LOCATED ON DOLLAR HILL. SEE SHEET DT-01 FOR DETAIL.
- FURNISH AND INSTALL R3-4 "NO U-TURN" SIGN ON SIGNAL MAST ARM.
- CONDUIT SHALL BE INSTALLED AS DIRECTED BY SMART AND SHALL MEET ALL APPLICABLE CLEARANCES FROM RAILROAD TRACKS.
- FURNISH AND INSTALL R10-15 "TURNING VEHICLES YIELD TO PEDESTRIANS" SIGN ON SIGNAL POLE.
- REPLACE EX. PULL BOX WITH NO. 6 PULL BOX.



REMOVAL PLAN
 SCALE: 1" = 40'

DETAIL 'A'
 SCALE: 1" = 5'



*ALL PULL BOXES ARE NO. 5 UNLESS OTHERWISE NOTED.
 *THIS PLAN ACCURATE FOR ELECTRICAL WORK ONLY

PROJECT NAME	ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME	RAILROAD SIGNAL PLAN
COUNTY OF MARIN	SAN RAFAEL
DATE	DATE
DESIGNED	MMW
NO.	REVISION
BY	DATE
DATE	DATE

PROJECT NAME
ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT

DRAWING NAME
RAILROAD SIGNAL PLAN

COUNTY OF MARIN
SAN RAFAEL

DATE
DATE

DESIGNED
MMW

NO.
REVISION

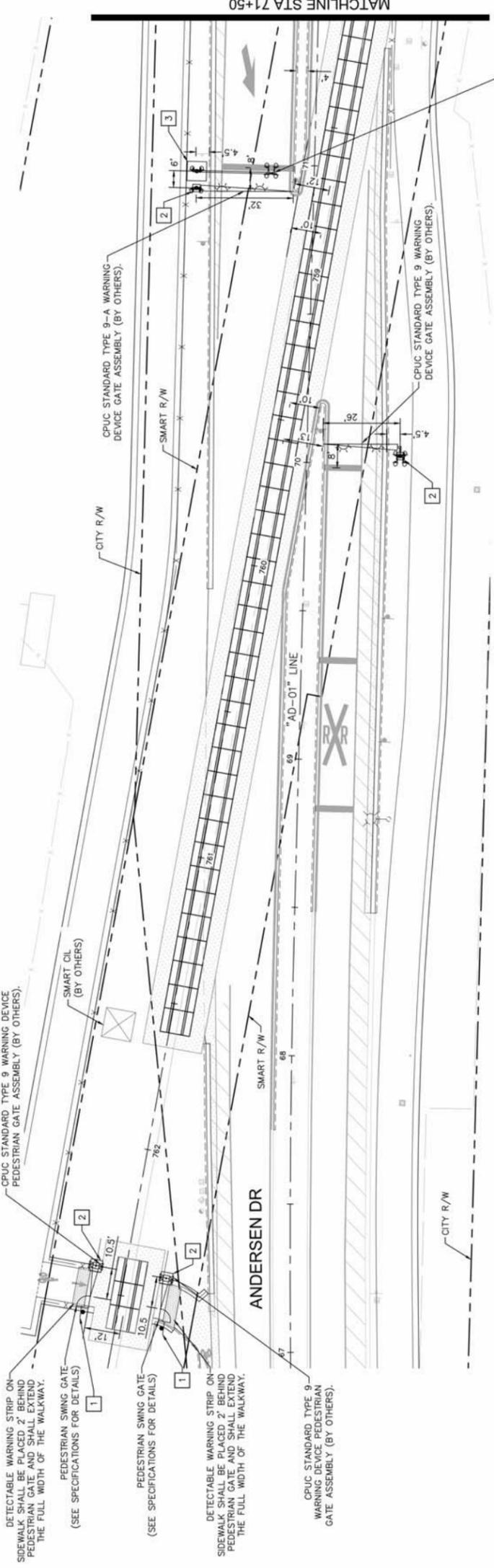
BY
DATE

CITY OF SAN RAFAEL
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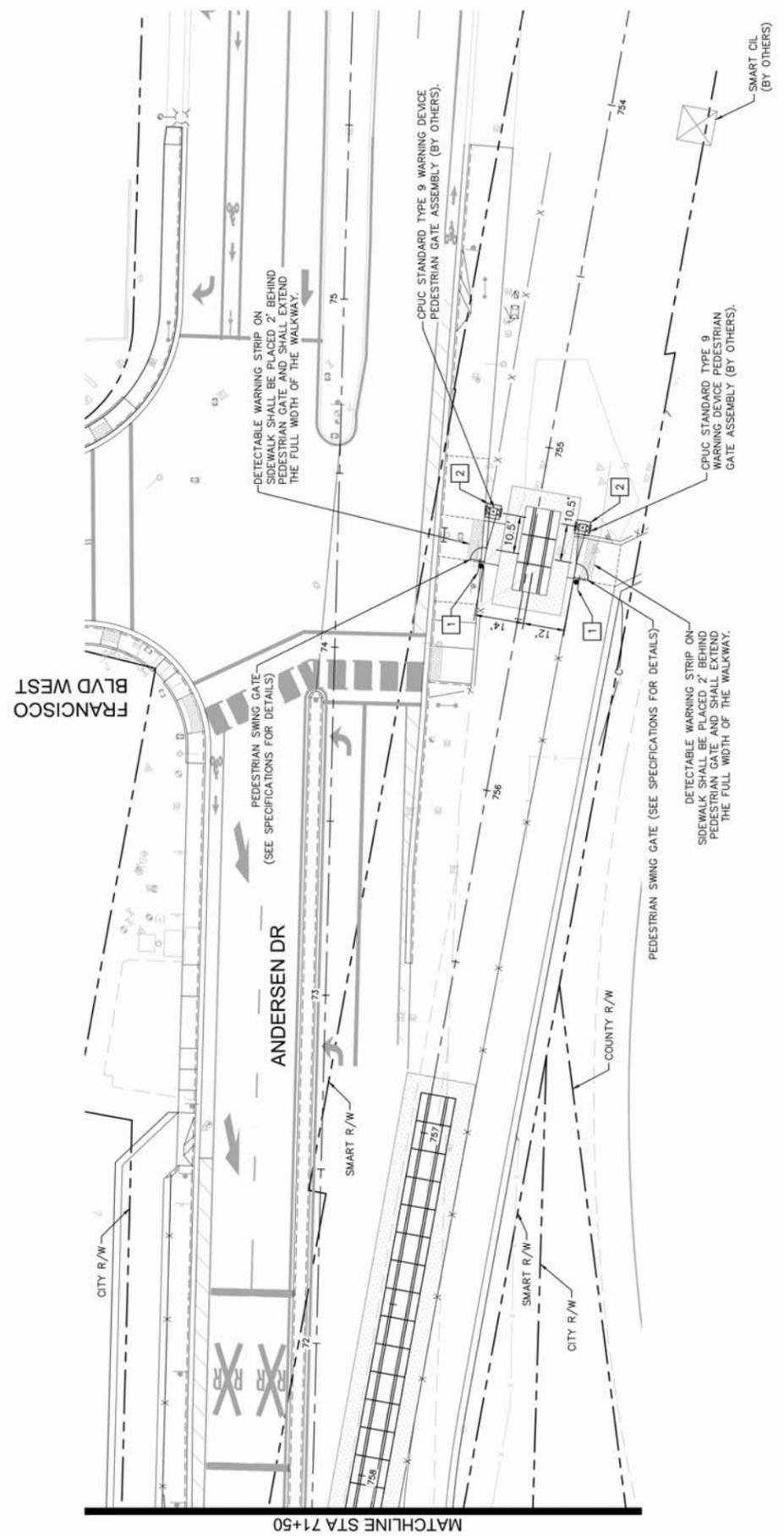


SCALE: AS NOTED
DATE: 12/09/2016
CITY PROJECT NO.: 11276
SHEET NO.: RR-01
DRAWING 31 OF 38

- CONSTRUCTION NOTES:**
- 1 INSTALL CPUC STANDARD 1-D SIGN ON NEW POST.
 - 2 INSTALL CPUC STANDARD TYPE 9 WARNING DEVICE GATE ASSEMBLY FOUNDATION (PER CONTRACTOR DESIGN).
 - 3 INSTALL CPUC STANDARD TYPE 8-A CANTILEVER WARNING DEVICE ASSEMBLY FOUNDATION (PER CONTRACTOR DESIGN).



CPUC STANDARD TYPE 8-A CANTILEVER WARNING DEVICE ASSEMBLY (BY OTHERS).



CPUC STANDARD 1-D SIGN



SIGN 1 (MOUNTED ON SWING GATE)
SEE SPECIFICATIONS FOR SWING GATE DETAILS

PEDESTRIAN RAILROAD CROSSING SIGNS





CITY OF SAN RAFAEL
DEPARTMENT OF PUBLIC WORKS

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TEL: (925) 398-4840

PROJECT NAME: ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT
DRAWING NAME: EROSION CONTROL PLAN

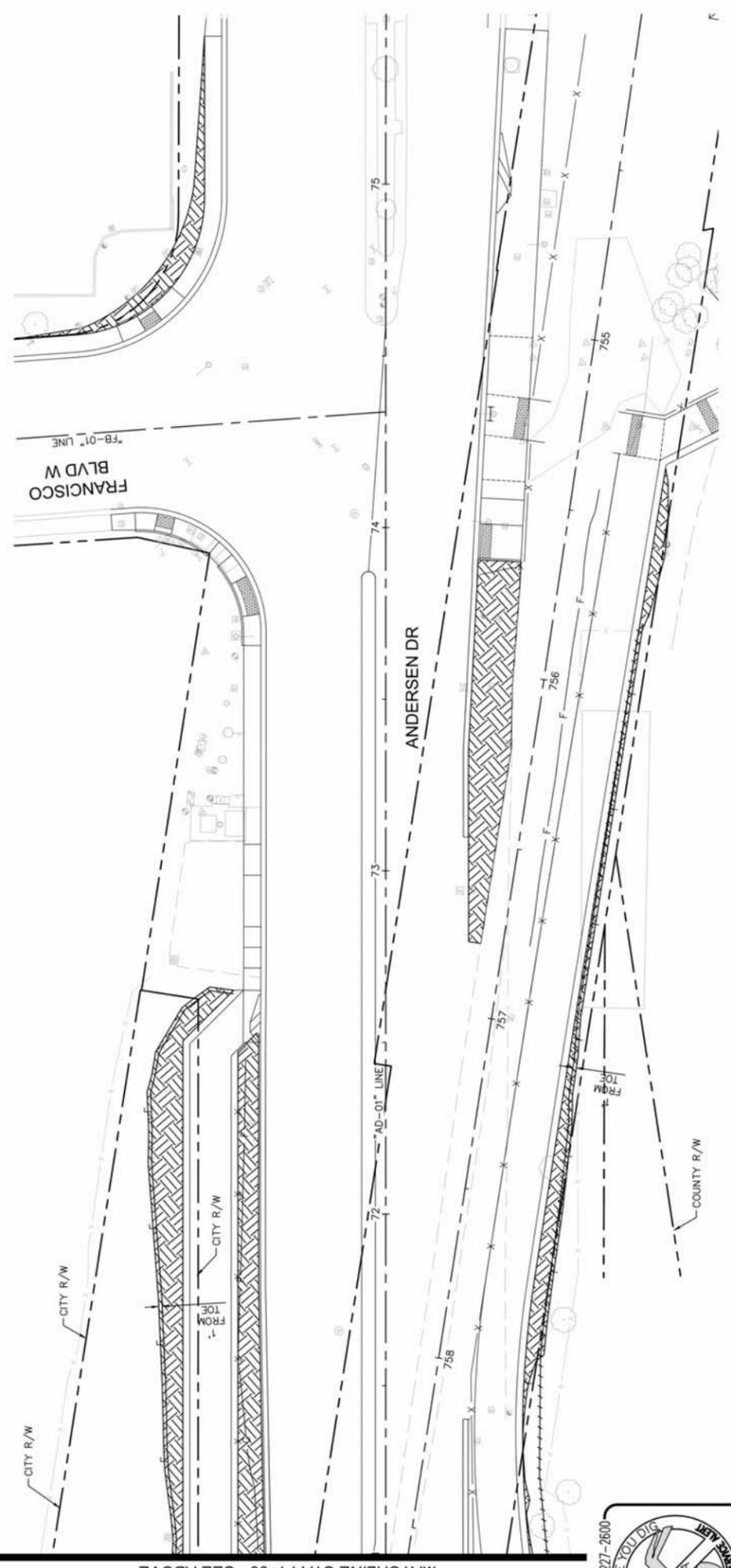
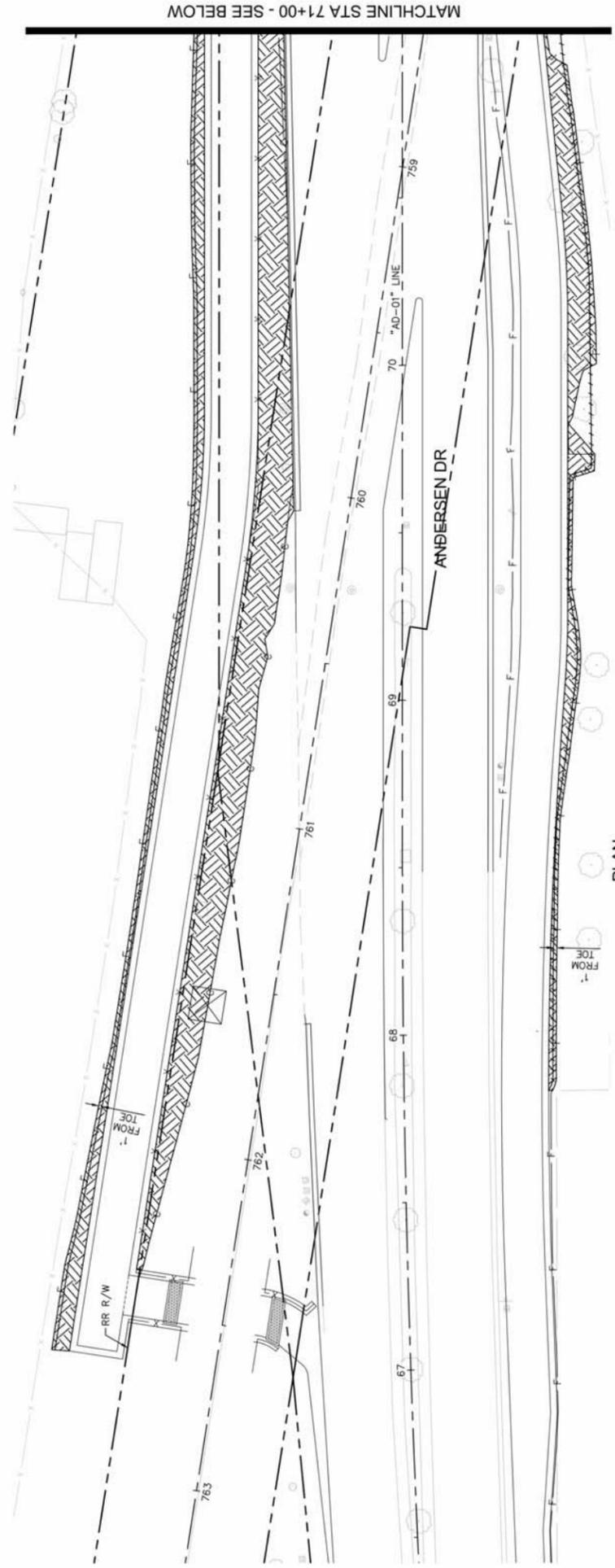
DESIGNED	DATE	BY	DATE
NO.	REVISION	BY	DATE
PRM			
SMH			
MLH			
CHECKED			
APPROVED			
JOHN PULLIAM			
DATE			



GRAPHIC SCALE IN FEET
0 10 20 40



CA: 1-800-277-2600
CALL BEFORE YOU DIG
UNIVERSITY MICROFILMS
CA: 1-800-277-2600
CALL BEFORE YOU DIG



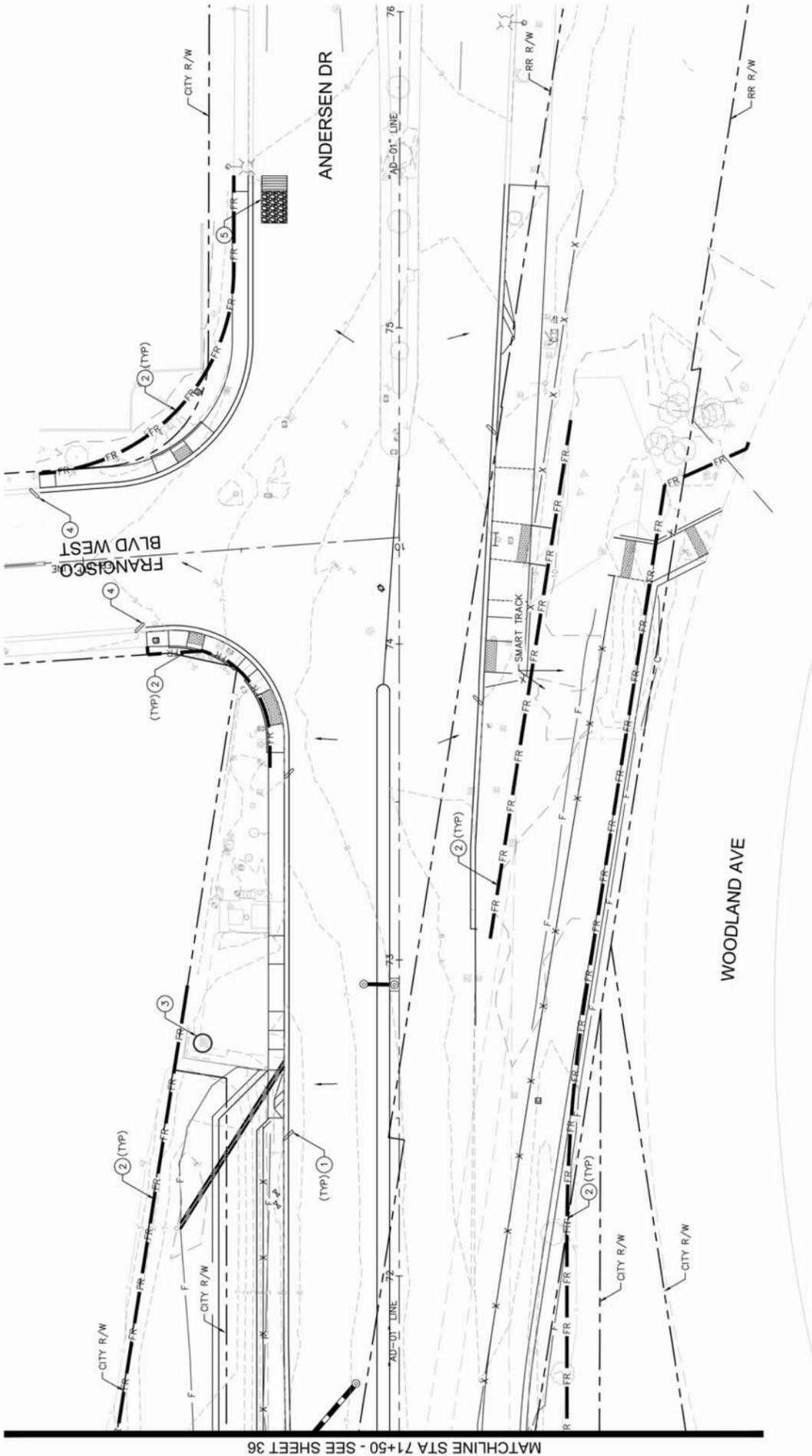
LEGEND



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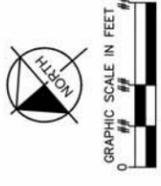
CALL BEFORE YOU DIG
 UNDEGROUND UTILITIES
 CA: 1-800-277-2600
 CALL TWO WORKING DAYS BEFORE YOU DIG



- LEGEND**
- FR FILTERXX SOXX™
 - STABILIZED CONSTRUCTION ENTRANCE
 - INLET PROTECTION
 - FLOW DIRECTION
 - EXISTING FLOW DIRECTION
 - FILTERXX COMPOST FILTER SOXX CHECK DAM

- WATER POLLUTION CONTROL NOTES**
1. INSTALL FILTERXX COMPOST FILTER SOX OR APPROVED EQUAL PER DETAIL F ON SHEET 35.
 2. INSTALL FILTERXX SOXX OR APPROVED EQUAL PER DETAIL A ON SHEET 35.
 3. INSTALL INLET PROTECTION PER DETAIL B ON SHEET 35.
 4. PLACE FILTERXX COMPOST FILTER SOXX EVERY 50' FOR A MINIMUM OF 200' DOWNSTREAM OF ALL IMPROVEMENTS.
 5. FURNISH AND INSTALL STABILIZED CONSTRUCTION ENTRANCE PER DETAIL C SHEET 35.

- GENERAL NOTES**
1. VERIFY THE EXISTENCE AND HORIZONTAL/VERTICAL LOCATION OF ALL UTILITIES WITHIN THE PROJECT AREA THAT MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. VERIFY THAT ANY UTILITIES SHOWN ARE DEEPER THAN THE PROPOSED CONSTRUCTION. IF ANY UTILITIES ARE NO LONGER IN LOCATION, IMMEDIATELY NOTIFY THE ENGINEER OF ANY REMAINING UTILITY CONFLICTS PRIOR TO THE START OF ANY DEMOLITION WORK.
 2. CONSTRUCTION VEHICLE STORAGE TO BE STORED WITHIN STAGING AREA.
 3. CONTRACTOR SHALL LOCATE AND MAINTAIN A STAGING AREA PER DETAIL D ON SHEET 35 AND A TEMPORARY CONCRETE WASHOUT FACILITY PER DETAIL E ON SHEET 35 WITHIN THE LIMITS OF DISTURBANCE THROUGHOUT THE DURATION OF CONSTRUCTION. LOCATION OF EACH FACILITY SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.



DATE		DATE		DATE	
DESIGNED	PRM	DRAWN	SMH	CHECKED	MLH
APPROVED	JOHN PULLIAM				
DRAWING NAME WATER POLLUTION CONTROL PLAN					
PROJECT NAME ANDERSEN DRIVE RAIL CROSSING IMPROVEMENTS PROJECT					
DRAWING NO. WPC-03					
CITY PROJECT NO. 11276					
SHEET NO. 37 OF 38					
SCALE: AS NOTED					
DATE: 12/09/2016					
CITY OF SAN RAFAEL					
DEPARTMENT OF PUBLIC WORKS					
Kimley»Horn					
4637 CHABOT DRIVE, SUITE 300 PLEASANTON, CA 94588 TEL: (925) 936-4840					
SAN RAFAEL COUNTY OF MARIN CALIFORNIA					

Andersen Drive Breakout

	Unit	Qty.	Cost	Extension	Material Cost	Taxable	Tax/Handling
Location: CIL 754+20 - Anderson Dr Aux.							
10' x 10' Relay House 4 Gate	EA	1	\$256,500.00	\$256,500.00	\$256,500.00	y	\$26,932.50
House Installation	LS	1	\$12,247.20	\$12,247.20	\$0.00	n	\$0.00
Pedestrian Gate	EA	2	\$12,568.50	\$25,137.00	\$25,137.00	y	\$2,639.39
Install Pedestrian Gate	EA	2	\$2,326.05	\$4,652.10	\$0.00	n	\$0.00
Interconnect to Traffic Controller	LS	1	\$712.80	\$712.80	\$712.80	y	\$74.84
Furnish and Install Termination Shunts	LS	1	\$1,012.50	\$1,012.50	\$1,012.50	y	\$106.31
Battery Bank for Gates & Lights	LS	1	\$2,976.75	\$2,976.75	\$2,976.75	y	\$312.56
Battery Bank for Tracks & Electronics	LS	1	\$2,126.25	\$2,126.25	\$2,126.25	y	\$223.26
Cable 7C #6	LF	740	\$18.56	\$13,734.40	\$13,734.40	y	\$1,442.11
Cable 7C #14	LF	520	\$9.71	\$5,049.20	\$5,049.20	y	\$530.17
Cable 12C #14	LF	500	\$16.64	\$8,320.00	\$8,320.00	y	\$873.60
Cable 2C #6 TW	LF	440	\$7.68	\$3,379.20	\$3,379.20	y	\$354.82
Pull All Cables	LF	2200	\$3.62	\$7,964.00	\$0.00	n	\$0.00
Terminate & Test All Cables	EA	16	\$45.23	\$723.68	\$0.00	n	\$0.00
Rack Cables	EA	8	\$89.10	\$712.80	\$0.00	n	\$0.00
Misc. Tools & Hdwr (Racking & Terminating)	LS	1	\$40.00	\$40.00	\$40.00	y	\$4.20
Location Total					\$345,287.88	\$318,988.10	\$33,493.75

Location: CIL 760+20 - Anderson Dr Main.

10' x 10' Relay House 4 Gate	EA	1	\$256,500.00	\$256,500.00	\$256,500.00	y	\$26,932.50
House Installation	LS	1	\$12,247.20	\$12,247.20	\$0.00	n	\$0.00
Crossing Gate Complete	EA	2	\$10,303.20	\$20,606.40	\$20,606.40	y	\$2,163.67
Pedestrian Gate	EA	2	\$12,568.50	\$25,137.00	\$25,137.00	y	\$2,639.39
Gate Installation	EA	2	\$4,660.20	\$9,320.40	\$0.00	n	\$0.00
Install Pedestrian Gate	EA	2	\$2,326.05	\$4,652.10	\$0.00	n	\$0.00
Cantilever W/22' Arm	EA	1	\$15,427.80	\$15,427.80	\$15,427.80	y	\$1,619.92
Cantilever Installation	EA	1	\$4,660.20	\$4,660.20	\$0.00	n	\$0.00
Furnish and Install Termination Shunts	LS	2	\$1,012.50	\$2,025.00	\$2,025.00	y	\$212.63
Battery Bank for Gates & Lights	LS	2	\$2,976.75	\$5,953.50	\$5,953.50	y	\$625.12
Battery Bank for Tracks & Electronics	LS	0	\$2,126.25	\$0.00	\$0.00	y	\$0.00
Cable 7C #6	LF	2260	\$18.56	\$41,945.60	\$41,945.60	y	\$4,404.29
Cable 7C #14	LF	1560	\$9.71	\$15,147.60	\$15,147.60	y	\$1,590.50
Pull All Cables	LF	3820	\$3.62	\$13,828.40	\$0.00	n	\$0.00
Terminate & Test All Cables	EA	20	\$45.23	\$904.60	\$0.00	n	\$0.00
Rack Cables	EA	10	\$89.10	\$891.00	\$0.00	n	\$0.00
Misc. Tools & Hdwr (Racking & Terminating)	LS	1	\$50.00	\$50.00	\$50.00	y	\$5.25
Location Total					\$429,296.80	\$382,792.90	\$40,193.25

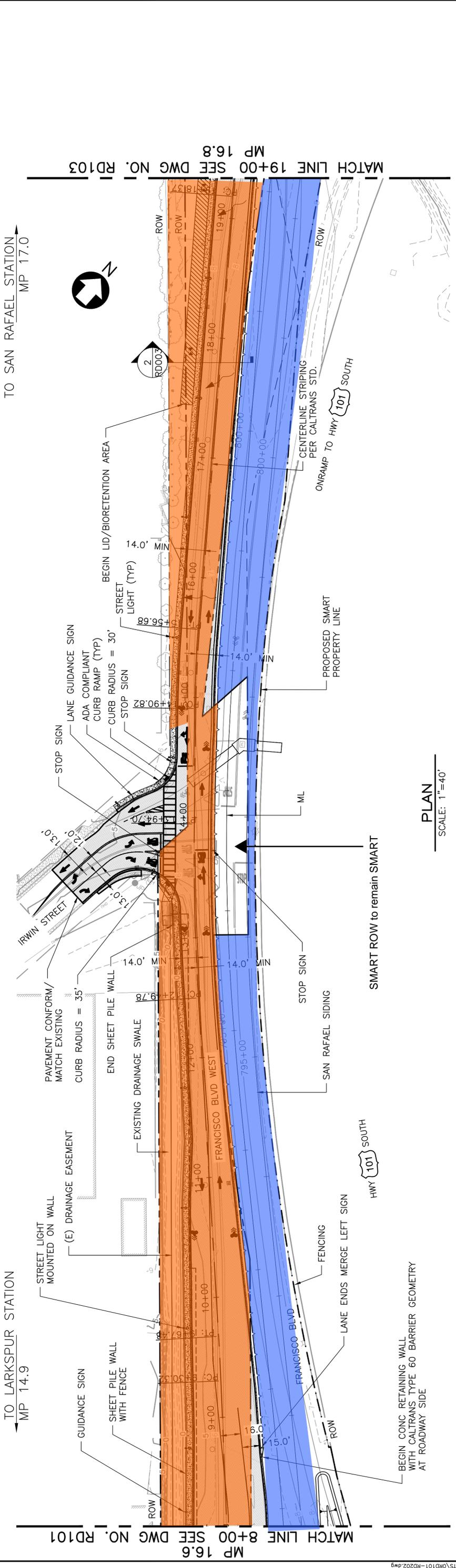
Total with tax

\$848,271.69

	DIRECT COST	%	TOTAL COST
GC's/MOBILIZATION,DE-MOB/WARRANTY	\$848,272	5%	\$42,414
PROJECT MGT/ENGINEERING/DESIGN	\$848,272	15%	\$127,241
MANUALS/DOCUMENTATION/TRAINING/TOOLS	\$848,272	2%	\$16,965
SPARE PARTS	\$848,272	5%	\$42,414
TESTING/CUTOVER/FLAGGING	\$848,272	5%	\$42,414
BONDS & INSURANCE	\$848,272	2%	\$16,965
INDIRECT COST			\$288,412
DIRECT AND INDIRECT COST WITHOUT OVERHEAD & PROFIT			\$1,136,684
OVERHEAD & PROFIT	\$848,272	10%	\$84,827
GRAND TOTAL			\$1,221,511

Note: This estimate is an excerpt from LTK's 25% cost estimate for the Larkspur Extension project. It reflects design, material, and labor costs related to the Andersen Drive at-grade crossing. The estimate does not include any estimated costs for train control or wayside signaling equipment unrelated to the crossing. Also, upon request from SMART, LTK's recommended 30% contingency has been removed from the estimate. It is understood that contingency will be dealt with separately between SMART and the City of San Rafael.

Exhibit B-2



PLAN
SCALE: 1"=40'

LEGEND

- Current SMART R.O.W to become City of San Rafael - Flip land exchange
- Current City of San Rafael R.O.W to become SMART - Flip land exchange

DRAFT

Exhibit D-2



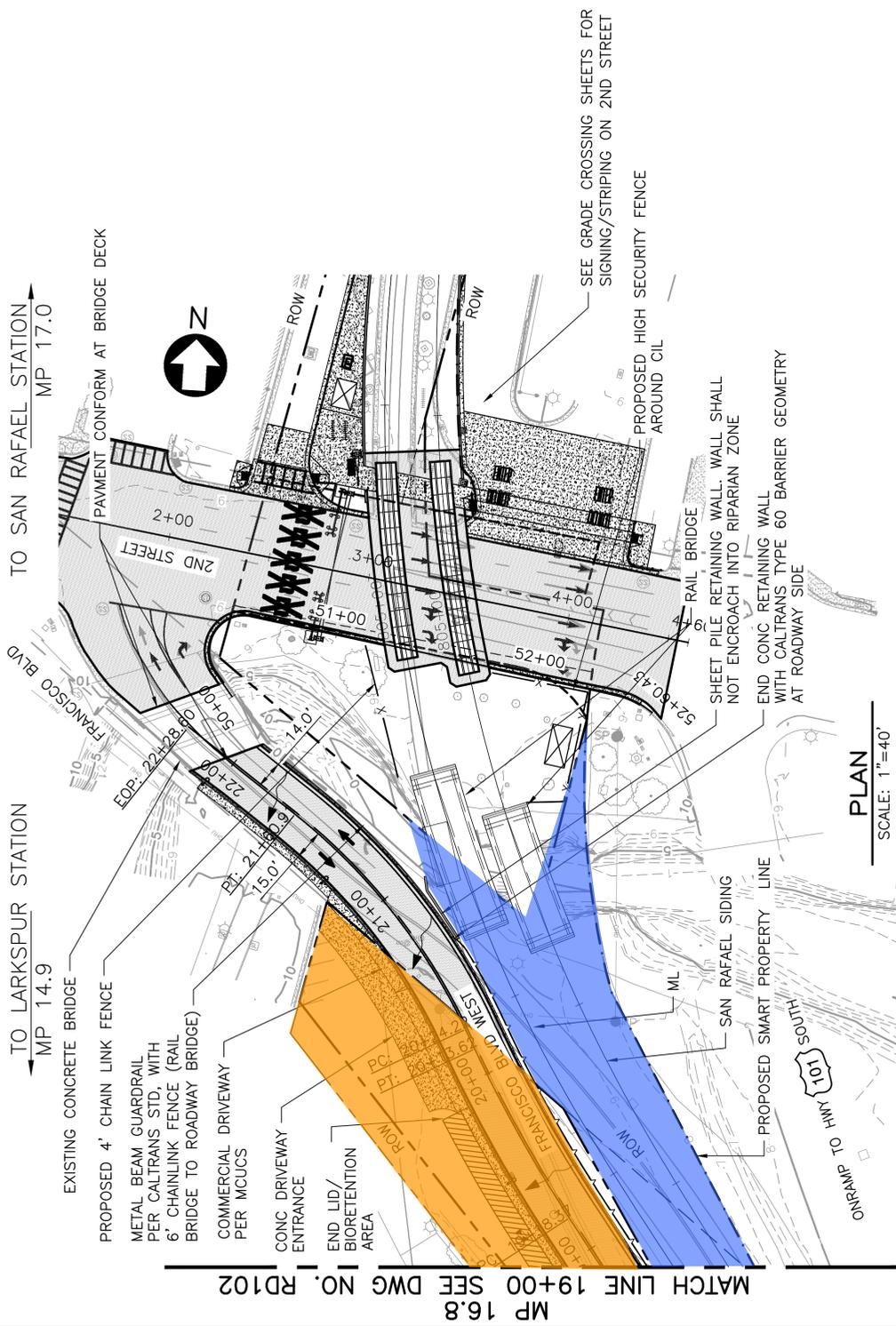
Approximate Future Right-of-Way Exchange Between SMART and City of San Rafael (Francisco Blvd. W flip)

TO LARKSPUR STATION
MP 14.9

MATCH LINE 8+00 SEE DWG NO. RD101
MP 16.6

TO SAN RAFAEL STATION
MP 17.0

MATCH LINE 19+00 SEE DWG NO. RD103
MP 16.8



LEGEND

- Current SMART R.O.W to become City of San Rafael - Flip land exchange
- Current City of San Rafael R.O.W to become SMART - Flip land exchange

PLAN
SCALE: 1"=40'

DRAFT

Exhibit D-3

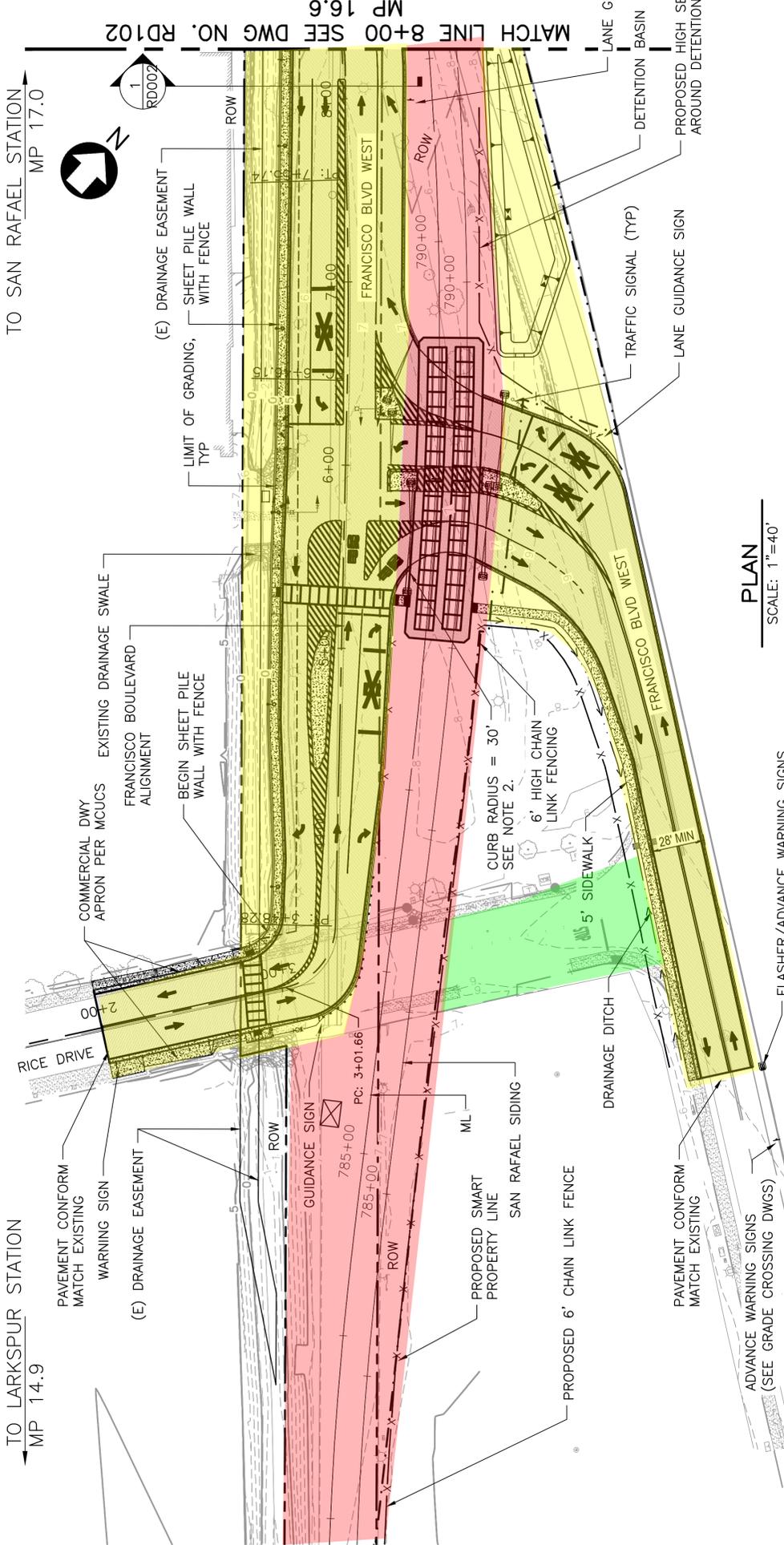


Approximate Future Right-of-Way Exchange Between SMART and City of San Rafael (Francisco Blvd. W flip)

MATCH LINE 19+00 SEE DWG NO. RD102
MP 16.8

TO LARKSPUR STATION
MP 14.9

TO SAN RAFAEL STATION
MP 17.0



PLAN
SCALE: 1"=40'

LEGEND

- Approximate outline of City property (in final configuration)
- Approximate outline of SMART property (in final configuration)
- City of San Rafael Excess Land to Become SMART Property

DRAFT



TO LARKSPUR STATION
MP 14.9

TO SAN RAFAEL STATION
MP 17.0

REV	DATE	BY	SUB	APP	DESCRIPTION

RAILPROS
GHD
CINQUINI & PASSARINO, INC.
RAIL SURVEYORS

PREPARED BY
C. PHELPS
DRAWN BY
C. PHELPS
CHECKED BY
B. SILVA
DATE
B. BERGER
OCT 7, 2016

PRELIMINARY

NOT FOR
CONSTRUCTION

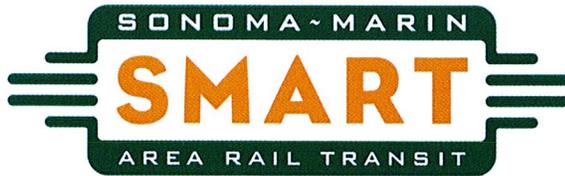


LARKSPUR EXTENSION 30%
FRANCISCO BLVD WEST ROADWAY PLAN
ROADWAY PLAN & PROFILE
STA 3+00 TO STA 8+00

CADD FILENAME
RD101-RD202.dwg
SCALE
1"=40'
DWG. NO.
RD101
MILEPOST
16.4

SHEET 4 OF 9

Exhibit E-1



Debora Fudge, Chair
 Sonoma County Mayors and
 Councilmembers Association

June 21, 2017

Kathrin Sears, Vice Chair
 Marin County Board of Supervisors

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

Judy Arnold
 Marin County Board of Supervisors

Jim Eddie
 Golden Gate Bridge,
 Highway/Transportation District

SUBJECT: Approval of Revised Fiscal Year 2016-17 Financial Report; Proposed Fiscal Year 2017-18 Budget, Annual Appropriation Limit and Investment Policy

Dan Hillmer
 Marin Council of Mayors and
 Councilmembers

Dear Board Members:

Eric Lucan
 Transportation Authority of Marin

RECOMMENDATION:

Jake Mackenzie
 Sonoma Mayors and Councilmembers
 Association

- 1) Adopt Resolution 2017-05 to approve the Revised Fiscal Year 2016-17 budget (Financial Report), the Fiscal Year 2017-18 Proposed Budget including annual position authorization and the Investment Policy for Fiscal Year 2017-18.
- 2) Adopt Resolution 2017-06 Ratifying the Annual Appropriation Limit for Fiscal Year 2017-18.

Barbara Pahre
 Golden Gate Bridge,
 Highway/Transportation District

Gary Phillips
 Transportation Authority of Marin

SUMMARY:
Approval of Budget

David Rabbitt
 Sonoma County Board of Supervisors

At your May 17 meeting, you reviewed the draft Fiscal Year 2016-17 Financial Report and the Fiscal Year 2017-18 Proposed Budget. The presentation from May has been updated and included with your packet for reference. We have reviewed our most recent transactions and capital project schedules and have some changes to report.

Carol Russell
 Sonoma Mayors and Councilmembers
 Association

Shirlee Zane
 Sonoma County Board of Supervisors

In summary, these changes are the result of three factors: shifts between budget years, minor changes in expenditures due to year end operational needs, and recommended additional staffing for operations. In total, the combination of revenue and expense changes results in a \$417,334 decrease in current year expenditures and an increase of \$1,365,916 in expenditures in the new budget year. This results in a \$768,582 reduction in fund balance at the end of Fiscal Year 2017-18. Thus, our Operations Reserve at the end of Fiscal Year 2017-18 is anticipated to be \$16,213,418. Specific changes of more than \$10,000 are outlined in more detail in the coming pages.

Farhad Mansourian
 General Manager

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

YEAR-END REPORT – FY 2016-17: REVISIONS TO TABLE 2**REVENUE CHANGES:**

Shift of \$200,000 to Fiscal Year 2017-18 for reimbursement-based revenue for the Jennings Crossing construction project in Santa Rosa

EXPENDITURES CHANGES:

Total Expenditures were decreased by \$417,334 as a result of shifting costs between fiscal years and other smaller corrections. Changes of more than \$10,000 are:

Administration:

- Increase of \$10,000 for Sonoma County Accounting services

Capital:

- Shift of \$302,673 in Infrastructure costs to Fiscal Year 2017-18 for the Jennings Crossing construction project and other pending systems construction Change Orders

Operations:

- Shift of \$37,000 from Maintenance of Railway to Maintenance of Facilities to properly account for station and parking lot work
- Shift of \$53,500 from Professional Services to Fiscal Year 2017-18 for expert services related to Federal Railroad Administration ongoing compliance
- Shift of \$79,000 in equipment costs to next year for the purchase of a forklift now occurring after July 1

PROPOSED BUDGET FY 2017-18: REVISIONS TO TABLE 3**REVENUE CHANGES:**

- Shift of \$200,000 from Fiscal Year 2016-17 related to the Jennings Crossing
- Increase totaling \$180,000 for revenue related to the Larkspur Extension project as a result of additional construction management costs

EXPENDITURES CHANGES:

Administration: None

Capital:

- Increase of \$20,350 in Capital Equipment for correction of change order amount for vehicle manufacturer
- Shift of \$302,673 from Fiscal Year 2016-17 for Jennings crossing and systems change order
- Increase of \$180,000 for Construction Management Costs related to the Larkspur Extension funded by grants

Operations:

Total Expenditures were increased by \$862,893 in Operations. That change is primarily as a result of the addition of six new positions. As has been discussed at prior Board meetings, we are continuing to have recruitment and retention problems in our rail-specific job categories and we believe our staffing levels are too limited to provide consistent service in the face of staff turnover, vacation and federally mandated hours of service.

We have lost a number of staff since hiring due to the cost of housing here in Northern California, and each loss means months to recruit, hire and train each new employee. In addition the new staff will allow us more flexibility to build out the schedule in a manner that meets the needs of our riders. The detail of this change and any other changes are provided below:

- Increase of \$656,293 in salaries and benefits to cover one new Signal Technician, one new Track Maintainer, two additional Vehicle Maintenance Technicians, and two additional Engineer-Conductors. **Table 4** is updated accordingly.
- Shift of \$20,000 from Maintenance of Facilities to the previous Fiscal Year to cover work performed in Fiscal Year 2016-17
- Shift of \$53,500 from Fiscal Year 2016-17 (as detailed earlier) and increase of \$94,100 for 24/7 station network monitoring and warranty service
- Shift of \$79,000 for forklift purchase originally budgeted in Fiscal Year 2016-17

Approval of Investment Policy and Delegation of Authority:

As required annually by California Government Code Section 53607, as part of your consideration of the budget resolution, we are requesting that you review our Investment Policies and affirm the delegation of authority to your Chief Financial Officer. This is the same delegation and policy review that your Board approved as part of the budget last year.

Fiscal Year 2017-18 Appropriations Limit:

Proposition 4, approved by California voters in 1979, requires special districts to calculate and establish an appropriations limit every year. We established an appropriations limit of \$100 Million for Fiscal Year 2008-09 with the passage of Measure Q. Each subsequent year this limit is adjusted to reflect population growth and inflation. The Appropriations Limit for Fiscal Year 2017-18 is \$132,986,287. The calculations for the appropriations limits are attached in Exhibit A of the resolution. Government Code Section 7901 allows special districts located in two or more counties, such as SMART, to choose to use the change in population for the portion of the district which has the highest assessed valuation. For that reason, we use Sonoma County's population as the basis for our calculation and use the county's practices and calculations.

The law requires that our operating revenues and expenditures fall within this limit. Revenues and expenses associated with most capital improvements and debt service are exempt from this limit. We estimate conservatively that \$31,879,381 of our expenditures fall under the Proposition 4 limit, well below the cap.

FISCAL IMPACT: Approval will revise the Fiscal Year 2016-17 final budget, set the appropriations, budget and salary limits for Fiscal Year 2017-18, and allow for prudent investment of SMART funds.

Very truly yours,



Erin McGrath
Chief Financial Officer

Attachment(s):

- 1) Updated Budget Presentation
- 2) Resolution No. 2017-05 Adopting Fiscal Year 2016-17 Final Budget Report and Fiscal Year 2016-17 Proposed Budget Including Exhibits
- 3) Resolution No. 2017-06 Adopting Fiscal Year 2017-18 Appropriation Limit Including Exhibit A



BOARD OF DIRECTORS BUDGET PRESENTATION

Updated June 21, 2017

OVERVIEW

- FY 2016-17 Year-End Report
 - » Final Revenues and Expenses
 - » Summary of Changes

- FY 2017-18 Annual Budget Proposal
 - » Overview
 - » Revenues
 - » Expenditures by Department
 - » Capital Budget
 - » Administration Budget
 - » Operations Budget
 - » Reserves

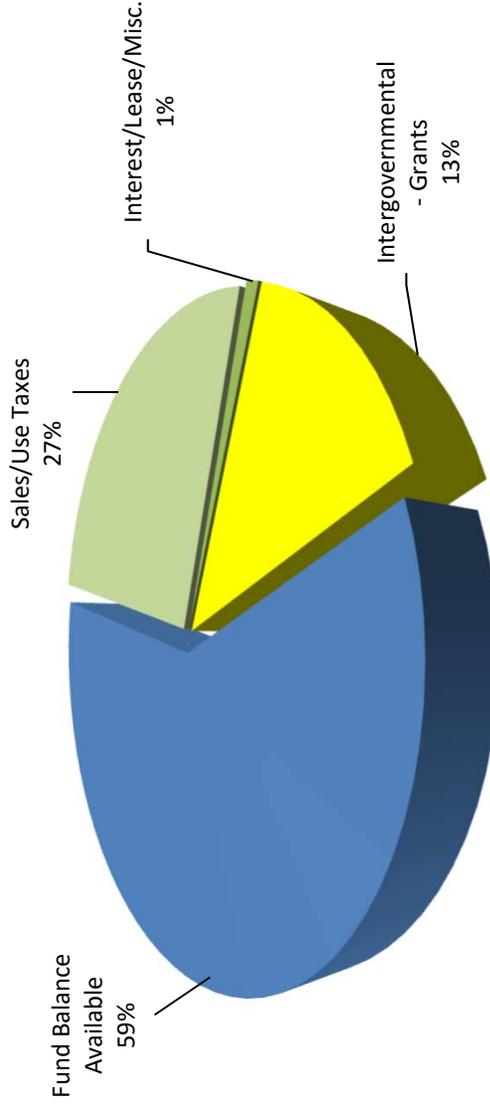
- Questions

FY 2016-17 YEAR-END REPORT

REVENUES

- Originally Budgeted: \$126.8 million
 - » All revenues including grants and fund balance
- Revised: \$134 million
 - » Higher available fund balance due to project shifts and audited financials

TOTAL REVENUES
\$134 million



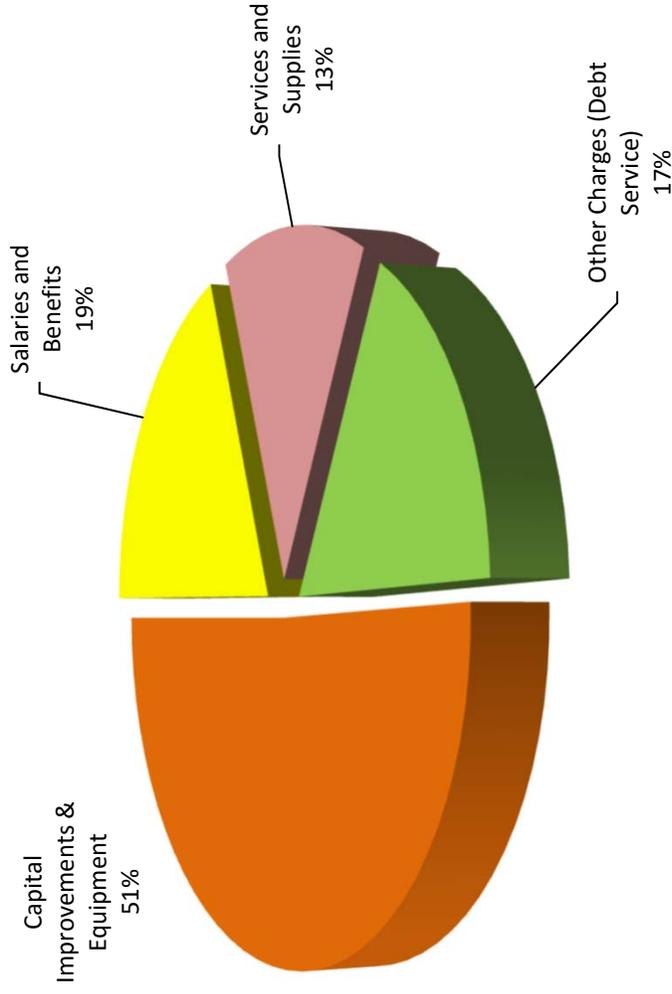
FY 2016-17 YEAR-END REPORT

EXPENDITURES

- Budget: \$105 million
- Current Year-end: \$85 million
- Changes:
 - » Shift in payments to vehicle manufacturer
 - » Shift in Larkspur startup activities
 - » Salary savings from Operations anticipated hiring schedule
 - » Fuel & services savings resulting from shift in operations startup

TOTAL EXPENDITURES

\$85 million



FY 2017-18 PROPOSED BUDGET

- Ongoing and New Capital Projects
 - » Final 4 Pathway Segments in Phase 1, ongoing design
 - » Larkspur Extension
- Passenger Operations
 - » Passenger-facing services: fare collection, wifi, bus connections,
 - » Rail, signal, crossing, station and pathway maintenance
- SMART Administrative
 - » Increases for liability insurance
 - » Ongoing investment in marketing, safety outreach
 - » Additional accounting and code compliance staff

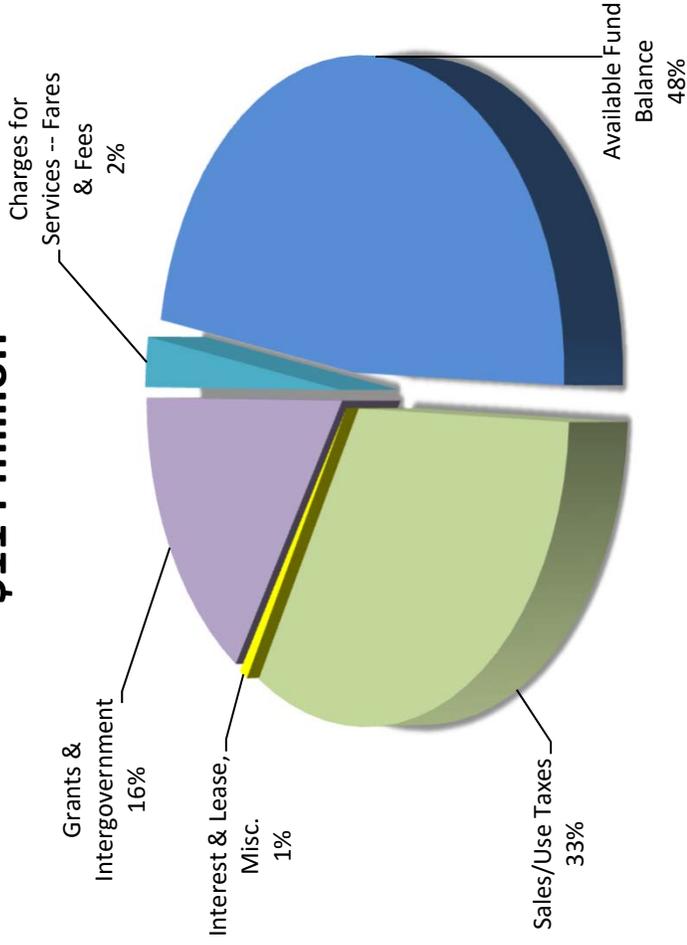
FY 2017-18 PROPOSED BUDGET

REVENUE OVERVIEW

- Total Revenues \$1114 million
 - » Projection of 2% growth in sales tax
 - » Larkspur extension grant
 - » Grant for 4 new rail cars
 - » Available fund balance of \$54 million
 - » Fare/parking revenue of \$2.98 million

TOTAL AVAILABLE REVENUES

\$1114 million

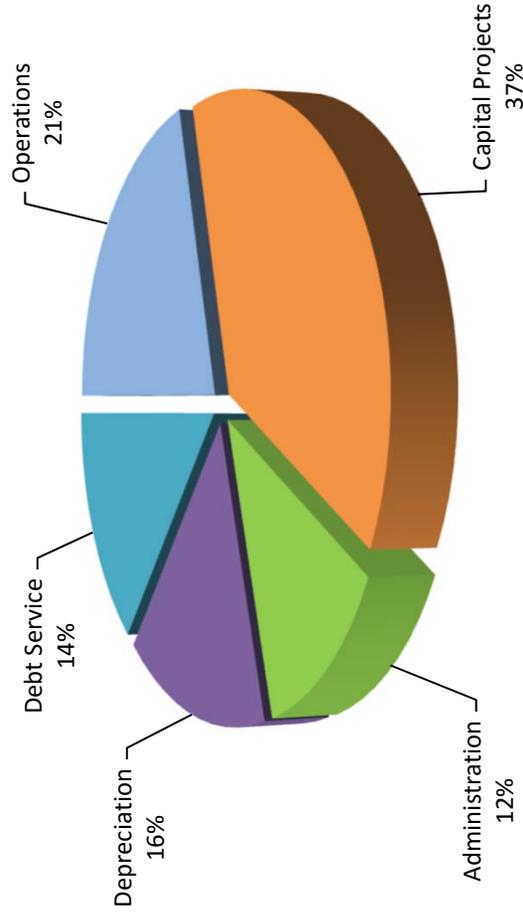


FY 2017-18 PROPOSED BUDGET

EXPENDITURES OVERVIEW

- Total expenditures projected \$102 million
- Presented in three departments --
 - » Administration: \$42 million (Includes debt service, depreciation)
 - » Capital projects: \$38 million
 - » Operations : \$21 million

PROPOSED EXPENDITURES BY FUNCTION Total \$102 million



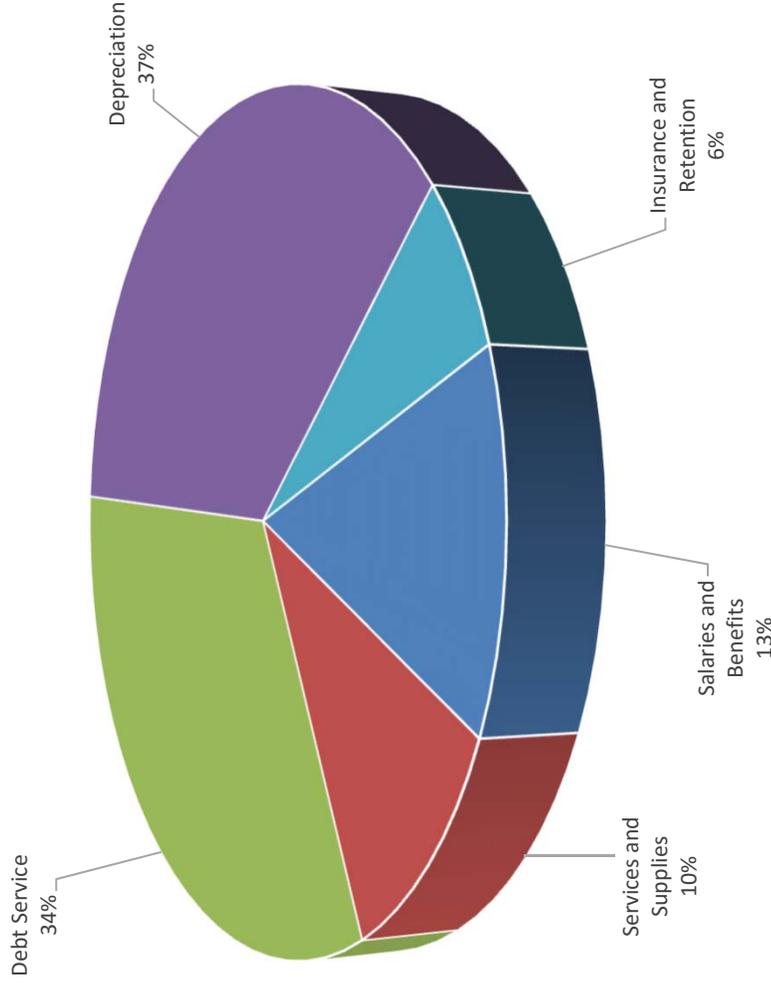
CAPITAL BUDGET FISCAL YEAR 2017-18

- Total Expenditures of \$38 million will pay for:
 - » Construction of four pathway segments
 - » Final Vehicle acceptance payments
 - » Construction of Jennings crossing (Funded by City of Santa Rosa)
 - » Design for Payran to Southpoint pathway
 - » Design/build phase of Larkspur extension project
 - » Ongoing design and progress payments additional four cars
 - » Ongoing permitting and mitigation costs

ADMINISTRATION BUDGET

- Increase in insurance and retention for liabilities
- Increase in debt service for bond
- Support for new website, ongoing marketing and safety outreach
- Increase in Information Technology services, monitoring
- Increased emergency response preparedness
- Additional staff for code compliance, revenue accounting, District management

ADMINISTRATION EXPENSES TOTAL \$42 million

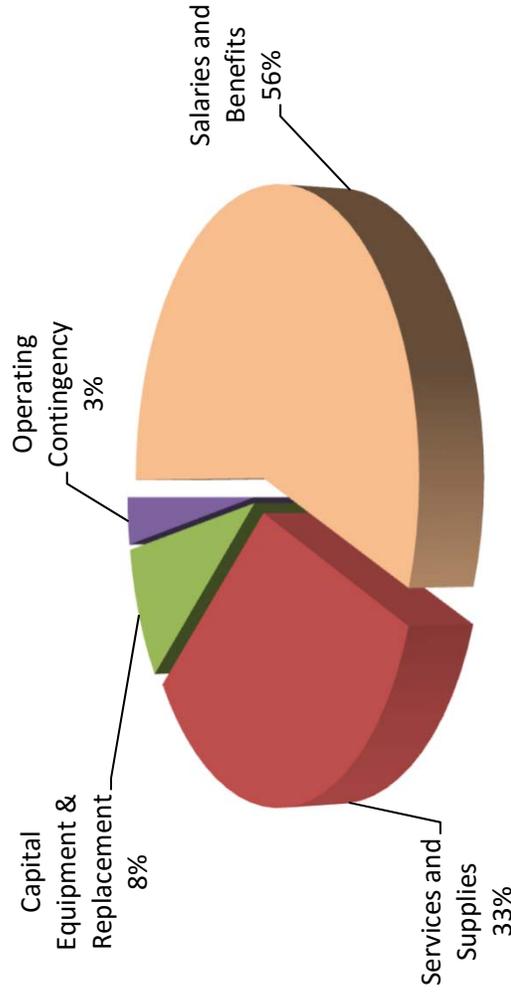


OPERATIONS BUDGET FY 2017-18

Total expenditures of \$22 million

- Full staffing, equipment, spare parts, communications, training
- Customer service contract and related needs
- Passenger-facing services: fare collection, wifi, bus connections, applications
- Rail, signal, crossing, station needs, including rail scrubber and pathway maintenance equipment
- SMART “ambassadors” to assist with riders

OPERATIONS DEPARTMENT Total Expenditures \$22 million



FISCAL RESERVES DETAILS FY 2017-18

RESERVES:

- **Appropriated Operations Contingency of \$600,000**
 - » Fuel, Equipment needs
- **Self Insurance Retention of \$1,000,000**
- **Reserve fund for Operations: \$16.2 Million**
 - » Emergencies
 - » Economic downturn, fare revenue fluctuation
- **Establishment of Equipment Replacement fund: Initial deposit \$525,000**
- **Capital Reserve: \$10 million**
 - » Closeout of project (several regulatory issues pending)
 - » Setup of sinking funds for replacement of major equipment over time
 - » Infrastructure needs that may arise during service

Resolution No. 2017-05
Sonoma-Marín Area Rail Transit District
June 21, 2017

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, ADOPTING A REVISED BUDGET FOR FISCAL YEAR 2015-16 AND AN ANNUAL BUDGET FOR FISCAL YEAR 2017-18, PROVIDING FOR THE ESTABLISHMENT OF NEW DISTRICT EMPLOYEES PURSUANT TO PUBLIC UTILITIES CODE SECTIONS 105050 AND 105052(b) AND FIXING THE COMPENSATION AND SALARY OF ALL DISTRICT EMPLOYEES FOR FISCAL YEAR 2017-18, ADOPTING A STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2017-18, AND DELEGATING AUTHORITY TO INVEST CERTAIN FUNDS UNDER THE CONTROL OF THE BOARD OF DIRECTORS TO THE CHIEF FINANCIAL OFFICER

WHEREAS, Section 8.01 of Article VIII of the Administrative Code of the Sonoma-Marín Area Rail Transit District (“SMART”) requires that the Board of Directors (“Board”) adopt an annual budget for the ensuing fiscal year no later than the District’s June meeting; and

WHEREAS, a preliminary Revised Budget for Fiscal Year 2016-17 and an Annual Budget for Fiscal Year 2017-18 was prepared by the Chief Financial Officer and presented to the Board at its May 17, 2017 meeting; and

WHEREAS, the preliminary Annual Budget for Fiscal Year 2017-18 has been available for public inspection since May 17, 2017, in excess of the minimum 10-day public inspection period prescribed by the Administrative Code; and

WHEREAS, at its duly noticed meetings on May 17, 2017, and June 21, 2017, the Board fully reviewed and considered the Revised Budget for Fiscal Year 2016-17 and the Annual Budget for Fiscal Year 2017-18, at which time all interested persons were given the opportunity to hear and be heard; and

WHEREAS, at its meeting on May 17, 2017 meeting, the Board duly considered the creation of employee positions and the fixing of the compensation and salary for those newly created positions as well as the adjustment of the compensation and salary of some existing positions; and

WHEREAS, certain non-cash transactions such as the recording of donated assets that do not require appropriation authority and are not included in the annual budget but must be recorded during the preparation of financial statements for each fiscal year; and

WHEREAS, California Government Code Section 53607 authorizes the Board to delegate to the Chief Financial Officer the authority to invest certain funds of SMART on deposit with the County of Sonoma Treasury for up to one year; and

WHEREAS, included in the delegation of authority for investments is the authority to transfer funds between accounts in order to maximize investment returns for the District; and

WHEREAS, upon such delegation the Chief Financial Officer assumes full responsibility for those transactions until the Board revokes this authority or does not renew the annual delegation by resolution; and

WHEREAS, nothing in this resolution limits the Chief Financial Officer's authority pursuant to Government Code Sections 53635 and 53684; and

WHEREAS, all investments are reported monthly to the Board of Directors as required by Government Code Section 53646; and

WHEREAS, California Government Code Section 53646 requires that the Chief Financial Officer annually submit a statement of investment policy to the Board for its review and approval; and

WHEREAS, the Chief Financial Officer presented and the Board duly considered the Statement of Investment Policy for Fiscal Year 2017-18 at a noticed public meeting of the Board of Directors on June 21, 2017.

NOW, THEREFORE, BE IT RESOLVED that the Revised Fiscal Year 2016-17 Budget and Fiscal Year 2017-18 Annual Budget for the Sonoma-Marin Area Rail Transit District attached hereto as Exhibit A is hereby approved.

BE IT FURTHER RESOLVED that the funding for this Final Budget is being provided to SMART by way of Measure Q sales tax, reimbursements from grants from the Metropolitan Transportation Commission, property revenues, Sonoma County's Measure M, and Federal Transit Administration Funds, among other funds, all as more fully described in Exhibit A.

BE IT FURTHER RESOLVED that based upon competent evidence and acting pursuant to the provisions of the Enabling Legislation, the salaries, wages, compensation and expenses for management and non-management employees for Fiscal Year 2017-18 shall be as provided for also in Exhibit A, Table 4, SMART Position Authorizations, and such compensation shall be compensation in full for all official services performed by such managers and employees, unless expressly provided otherwise.

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized to complete any necessary budgetary and accounting transfers and adjustments to implement the adopted FY 2017-18 budget and to re-establish valid prior year encumbrances in FY 2017-18. Such adjustments shall include but not be limited to decreasing appropriations in any and all funds associated with projects initiated prior to the 2017-18 fiscal year-end to meet actual available

resources. Authority includes budgetary and accounting adjustments necessary to assign year-end actual fund balances, and increasing or decreasing appropriations for previously approved projects, operations and maintenance expenses and budgetary and accounting adjustments necessary to assign actual fund balances.

BE IT FURTHER RESOLVED that, in accordance with the provisions of Government Code Section 53646, the Statement of Investment Policy for Fiscal Year 2017-18 attached hereto as Exhibit B is hereby approved and adopted.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 53607, the Board of Directors of the Sonoma-Marín Area Rail Transit District hereby delegates to the Chief Financial Officer the authority to create and maintain accounts as necessary for management of the District's funds, including the ability to invest and reinvest funds in the Sonoma County Treasury for a period of one year.

BE IT FURTHER RESOLVED that the Chief Financial Officer is authorized, as part of preparing the financial statements for the fiscal year, to record necessary non-cash transactions such as those related to donated assets as necessary for the proper presentation and recording of assets held by the Agency.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 21st day of June, 2017, by the following vote:

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge, Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

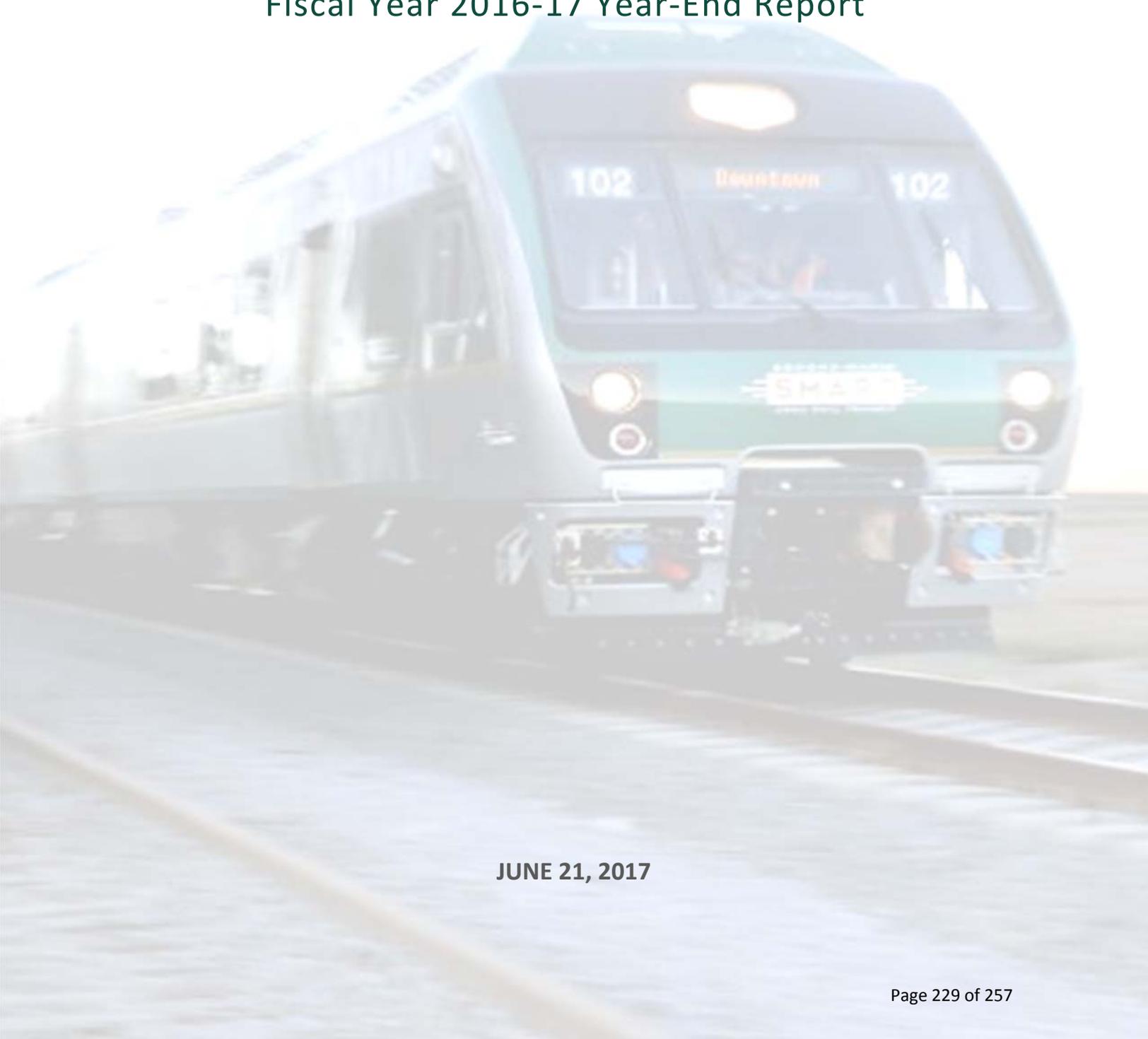
EXHIBIT A

**REVISED FINAL BUDGET REPORT FOR FISCAL YEAR 2016-17 and
ANNUAL BUDGET FOR FISCAL YEAR 2017-18 AND RELATED POSITION AUTHORIZATIONS**

**SONOMA-MARIN AREA RAIL TRANSIT DISTRICT
PROPOSED BUDGET: FISCAL YEAR 2017-18**

and

Fiscal Year 2016-17 Year-End Report



JUNE 21, 2017

PROPOSED BUDGET: FISCAL YEAR 2017-18
and Fiscal Year 2016-17 Year-End Report

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OVERVIEW

SMART's two-year budget document contains both the Fiscal Year 2016-17 Year-End Financial Report, which reflects financial changes since the budget was approved in June 2016, and the Proposed Fiscal Year 2017-18 Annual Budget to begin in July 2017. The Year-End Financial Report reflects ongoing capital activity on completion of the Phase 1 project, as well as ramp up for the Larkspur extension. The Proposed Annual Budget contains both ongoing Phase 1 project activities and our projected costs for a full year of passenger service.

TABLE 1 (below) provides a combined, broad overview of SMART's budget, including the final report on the end of Fiscal Year 2016-17 and the Proposed Budget for Fiscal Year 2017-18. This chart also shows funds available in SMART's Beginning Fund Balance, which are not annual revenues but contain sales tax funds reserved for completion of the capital project, startup activities, and future financial needs. Detailed discussion of the annual components of each fiscal year and additional charts are provided in the pages that follow, including a breakout of expenditures by Administration, Operations and Capital expenditures.

TABLE 1			
BUDGET REPORT: SUMMARY OF ALL REVENUES AND EXPENSES			
	FY 2016-17	FY 2016-17	FY 2017-18
	APPROVED BUDGET ALL	YEAR END ACTUALS &	PROPOSED BUDGET: ALL
	DEPARTMENTS	ESTIMATES	DEPARTMENTS
	ALL DEPARTMENTS	ALL DEPARTMENTS	
REVENUES			
Beginning Fund Balance	67,014,497	78,674,736	54,362,265
Sales/Use Taxes	36,286,248	36,286,248	37,011,973
Interest and Lease Earnings	864,697	961,154	689,088
Intergovernmental Revenues - Grants	20,522,580	17,580,611	18,641,961
Charges for Services -- Fares, Parking and Fees	2,006,000	53,343	2,980,000
Miscellaneous Revenues	60,000	334,573	50,000
TOTAL REVENUES INCLUDING FUND BALANCE	126,754,022	133,890,665	113,735,288
EXPENDITURES			
Salaries and Benefits	16,503,572	15,578,572	18,866,052
Services and Supplies	12,107,969	10,873,445	14,549,441
Other Charges and Payments	13,663,527	13,773,099	14,314,100
Buildings, Capital Improvements, and Equipment	58,346,630	39,877,764	38,445,239
Interfund Transfers	(1,196,770)	(1,066,770)	(1,208,467)
Contingency & Equipment Reserve	600,000	492,290	1,125,000
Depreciation	5,191,464	5,191,464	15,698,600
TOTAL EXPENDITURES	105,216,392	84,719,863	101,789,965

YEAR-END FINANCIAL REPORT: FY 2016-17 ACTUALS AND ESTIMATES

YEAR-END FINANCIAL REPORT OVERVIEW – TABLE 2:

The Year-end Fiscal Year 2016-17 Financial Report reflects both actual revenues and expenditures to date and estimates for the final weeks of the fiscal year. **TABLE 2**, on the following pages, detail the changes from the Budget as approved by the Board, including subsequent amendments. Where there is a significant change of \$25,000 or more, we have provided an explanation of those changes. A more detailed discussion of the Year-End Financial Report is provided after presentation of **TABLE 2**.

TABLE 2

**YEAR-END FINANCIAL REPORT: FY 2016-17 REVISED BUDGET
ADMINISTRATION, CAPITAL AND OPERATIONS**

DESCRIPTION	FY 2016-17 APPROVED BUDGET	FY 2016-17 YEAR-END ACTUALS & ESTIMATES	EXPLANATION OF SIGNIFICANT CHANGES
REVENUES:			
Sales/Use Taxes			
Board of Equalization Cost on Taxes	842,890	847,860	
Sales Tax withheld by Trustee	13,600,350	13,600,350	
Net Sales Tax	21,843,008	21,838,038	
Total Sales/Use Taxes	36,286,248	36,286,248	Sales tax anticipated to be on budget
Intergovernmental Revenues			
State - Grant Funds	2,104,500	469,683	Tied to expenditures that have shifted to new Fiscal Year
Federal - ISTECA	-	182,499	Project closeout originally anticipated in prior year
Federal - Grant Funds	7,152,966	8,087,468	Pathway costs shifted from prior year for completion
Other Governments	2,478,177	2,881,949	Project reimbursements from Santa Rosa, Sonoma and Marin
Measure M - Sonoma County	350,000	10,000	Tied to pathway design occurring in FY2018
MTC - Bridge Tolls	8,436,937	5,949,012	Funds shifted to FY2018 to match rail vehicle expenditures
Total Intergovernmental Revenues	20,522,580	17,580,611	
Use of Money/Property			
Interest Earnings	377,500	473,957	Higher fund balance and resulting earnings
Rent - Real Estate	487,197	487,197	
Total Use of Money/Property	864,697	961,154	
Charges for Services			
Fare Revenue	1,976,000	-	Fare revenue shifted to FY18
Other Charges - Fees, Reimbursements	30,000	53,343	Higher right-of-entry permit fees
Total Charges for Services	2,006,000	53,343	
Miscellaneous Revenues			
Sale - Lease/Purchase	-	261,855	Real estate option payments
Miscellaneous Revenue	60,000	72,718	
Total Miscellaneous Revenues	60,000	334,573	
TOTAL REVENUES	59,739,525	55,215,929	

PAGE 1 of 3 (Continued Next Page)

TABLE 2

YEAR-END FINANCIAL REPORT: FY 2016-17 REVISED BUDGET
ADMINISTRATION, CAPITAL AND OPERATIONS

DESCRIPTION	FY 2016-17 APPROVED BUDGET	FY 2016-17 YEAR-END ACTUALS & ESTIMATES	EXPLANATION OF SIGNIFICANT CHANGES
EXPENDITURES:			
ADMINISTRATION			
Salaries and Benefits			
Employee Salaries	3,269,600	3,269,600	
Employee Benefits	930,337	930,337	
Total Salaries and Benefits	4,199,937	4,199,937	
Services and Supplies			
Communications	55,026	174,070	One-time termination charges - internet provider switch for ongoing savings
Insurance	2,073,693	1,629,128	Decreased amount due to shift in passenger operations
Maintenance-Facilities	13,502	17,530	
Miscellaneous Expense	41,600	36,900	
Office Expense	118,480	96,725	
Postage, Printing, Periodicals	39,700	29,200	
Accounting/ Payroll Services	85,701	84,401	
Professional Services	906,796	753,004	Reduced need for IT consulting
Agency Extra Help	100,000	50,000	Reduced need for staff coverage
Board of Equalization Administrative Fees	842,890	847,860	
Legal Services	485,000	751,500	Increase due to labor negotiations, regulatory expertise (see writeup p. 236)
Rents/Leases	680,369	710,910	Includes new lease for Cotati customer service
Computer Software and Hardware	394,198	268,810	Shift of hardware purchases to FY18
Public Outreach	573,000	520,100	Savings on printing/other services
Training, Travel and Memberships	149,873	112,792	Based on actual expenses to date
Mileage Expense	48,020	37,640	
Total Services and Supplies	6,607,848	6,120,569	
Other Charges and Payments			
Bond Principal, Interest	13,600,350	13,600,350	
Settlements		113	
Depreciation	5,191,464	5,191,464	
Total Other Charges	18,791,814	18,791,927	
Buildings & Capital Improvements (Capital Assets)			
Equipment	69,000	63,210	
Total Buildings and Capital Improvements	69,000	63,210	
Contingencies			
Total Contingencies			
TOTAL ADMINISTRATION EXPENDITURES	29,668,599	29,175,644	
CAPITAL			
Salaries and Benefits			
Employee Salaries	937,971	837,971	
Employee Benefits	258,799	228,799	
Total Salaries and Benefits	1,196,770	1,066,770	Based on projected actuals
Services and Supplies			
Maintenance-Facilities	-	17,819	Repair of signal equipment during construction
Professional Services - Project	364,500	239,383	Reduction of work with Real Estate Consultants
Computer Software and Hardware	21,605	-	Cost reduced, shifted to next year
Memberships	2,000	500	
Training, Travel	5,000	5,000	
Permits/Fees	-	45,000	Permits and fees associated with Capital Project
Mileage Expense	-	10,000	Mileage reimbursement for site visits
Total Services and Supplies	393,106	317,703	
Other Charges and Payments			
Other Governments	63,177	172,636	Cooperative work with jurisdictions
Total Other Charges	63,177	172,636	

PAGE 2 of 3 (continued)

TABLE 2

YEAR-END FINANCIAL REPORT: FY 2016-17 REVISED BUDGET

ADMINISTRATION, CAPITAL AND OPERATIONS

DESCRIPTION	FY 2016-17 APPROVED BUDGET	FY 2016-17 YEAR-END ACTUALS & ESTIMATES	EXPLANATION OF SIGNIFICANT CHANGES
CAPITAL (continued)			
Buildings & Capital Improvements (Capital Assets)			
Land	231,000	574,181	Mira Monte monitoring, Larkspur Extension Real Estate Costs
Buildings & Improvements	-	-	
Machinery and Equipment	35,100	32,710	
Capital Equipment - Work in Progress	22,446,083	14,125,175	Shift of Rail Car Payments to FY18
Intangible Asset	-	2,000	Utility Easments
Infrastructure	32,409,448	23,970,676	Shift of some Larkspur Extension costs to FY18
Total Buildings and Capital Improvements	55,121,631	38,704,742	
Interfund Transfers			
Salaries and Benefits Transfer - Capital	(1,196,770)	(1,066,770)	Accounting adjustment for salaries included in asset amounts
Total Interfund Transfer	(1,196,770)	(1,066,770)	
TOTAL CAPITAL EXPENDITURES	55,577,914	39,195,080	
OPERATIONS			
Salaries and Benefits			
Employee Salaries	8,582,462	7,982,460	
Employee Benefits	2,524,403	2,329,405	
Total Salaries and Benefits	11,106,865	10,311,865	Savings due to vacancies
Services and Supplies			
Uniform Expense	141,436	141,436	
Communications	57,176	147,484	Cell service for DMU WIFI, radio equipment, phone service
Maintenance-Equipment	62,000	70,858	
Maintenance-Radios	122,095	119,095	
Maintenance-Revenue Vehicles	-	122,608	
Maintenance-Railway	474,000	397,905	Slightly lower costs for debris removal, repair and clean-up
Maintenance of Signals	225,000	225,000	
Maintenance-Buildings/Facilities	21,400	71,530	
Maintenance - Pathway	-	-	
Printing Services	10,000	5,000	
Office Expense	162,549	120,661	Savings based on actuals
Special Services-Operations	1,245,000	492,841	Tied to passenger operations - shifted to FY18
Rents/Leases - Equipment	66,600	118,930	Increased need for rental of specialty equipment
Minor Equipment	275,005	406,834	Ramping up inventory for all operations
Computer Software and Hardware	21,000	239,301	Connectivity and security for Roblar Facility, maintenance managmt. system
Training, Travel and Memberships	323,500	253,700	Savings based on actuals (Relocation reimbursements, specialized training)
Fuel and Lubricants	1,256,654	848,224	Cost of diesel fuel/lubricants adjusted pending full passenger runs
Miscellaneous	24,500	15,642	
Professional Services	286,800	282,642	Increased IT services for connectivity between systems
Utilities	332,300	355,481	
Total Services and Supplies	5,107,015	4,435,173	
Buildings & Capital Improvements (Capital Assets)			
Vehicles, Equipment	2,849,185	899,330	Some equipment purchases shifted to FY18
Software/ Intangible Assets	306,813	210,481	Shift of non-capital costs to Computer software
Total Buildings and Capital Improvements	3,155,998	1,109,811	
Contingencies			
Operating Contingencies	600,000	492,290	Remaining balance
Total Contingencies	600,000	492,290	
TOTAL OPERATIONS EXPENDITURES	19,969,878	16,349,139	
TOTAL EXPENDITURES	105,216,392	84,719,863	

FISCAL YEAR 2016-17 YEAR-END REPORT: DISCUSSION

Below are further details on the FY 2016-17 Year-End Financial Report.

TABLE 2: YEAR-END FINANCIAL REPORT DISCUSSION

Revenues:

Final revenues for Fiscal Year 2016-17 are anticipated to be \$55,215,929. They were reduced by \$4.5 million from the originally proposed budget primarily due to two changes: loss of fare revenue with a delay in the start of passenger service and a shift in grant funding related to rail vehicle payment timing. Below are further details on changes from the original budget:

- Sales tax is still projected to be on target at 3% higher than the prior year. We have noticed a flattening of revenue growth, but are not yet recommending a change in expectations.
- State Cap and Trade funds for the 8th and 9th rail vehicle sets are tied to the completion of milestones that are not anticipated to be reached before June and are shifted to the next year.
- Similarly, Bridge Toll funds for final acceptance of the 7th rail vehicle set are also shifted to the new fiscal year.
- The final option payment on a 2009 Railroad Square property sale.
- Interest earnings were increased to reflect good performance by the Sonoma County Pool and higher fund balance during the year.

Expenditures:

Year-end expenditures are projected to be \$84,719,863. In Table 2 they are separated by capital, administrative and operations uses. This is necessary for reporting at the state and federal level and provides additional clarity on the ongoing vs. one-time expenditures. Final expenditures in the year-end report, as a whole, are lower than the approved budget. Notable changes are discussed in more detail below.

Administration: Total expenditures on District administration are projected to be reduced from \$29,668,599 to \$29,175,644. Some notable changes are:

- Decrease in insurance costs due to shift in carrying passengers and thus the execution of new policies.
- Decrease in computer equipment costs related to shifts in purchasing of replacement hardware to new fiscal year
- Although offset by other decreases, legal costs did increase as a result of increased time on labor negotiations, specialized expertise for freight negotiation, and increased claims activities.

Other notable changes are explained in Table 2.

Capital: Total expenditures on capital projects are reduced from \$55,577,914 to \$39,195,080. This is primarily due to the following changes:

- A reduction in Capital Equipment by \$8.3 million related to anticipated delay in payments to the car builder pending final acceptance of the rail vehicles and completion of milestones for the new 8th and 9th vehicle sets. Those payments are shifted to Fiscal Year 2017-18.
- Shifts in Larkspur extension project costs to the next fiscal year following delays related to San Rafael-related project elements.

Other changes are listed in Table 2.

Operations: Total expenditures in the Operations Department have been reduced from \$19,969,878 to \$16,349,139. Notable changes are outlined below:

- Operations special services, which includes contracted operations needs such as fare machine maintenance, emergency bus services and security is reduced by \$752,159 due to the shift in the start of service reducing the need for those services.
- Fuel and lubricants are reduced \$408,430 to match anticipated year-end amounts and are tied to the shift in startup schedules.
- Computer and communications costs were both increased related to increasing needs for train WiFi, connectivity at our Roblar facility, and integration of numerous systems within operations.
- Equipment and vehicles decreased by \$1.9 million due to removal of wheel truing equipment and locomotive from budget. Costs of both exceeded available funds and are other options are being considered.

Please reference Table 2 for other details on changes.

PROPOSED BUDGET: FY 2017-18

PROPOSED BUDGET TABLES OVERVIEW

TABLE 3, which spans the following three pages, shows the Proposed Budget for Fiscal Year 2017-18. It is divided into Revenues and Expenditures. All Revenues are combined into one section. Expenditures are divided into three subsections: Administration, Capital and Operations. Where there is an annual change of significance over the prior year, we have provided an explanation of those changes. More detailed discussion of the Fiscal Year 2017-18 Proposed Budget can be found following **TABLE 3**. Finally, **TABLE 4**, which follows the budget discussion, contains the Personnel and Position Authorizations for Fiscal Year 2017-18 and includes a column showing any changes from the prior year.

TABLE 3

PROPOSED BUDGET FISCAL YEAR 2017-18
ADMINISTRATION, CAPITAL AND OPERATIONS

DESCRIPTION	FY 2016-17 YEAR-END ACTUALS & ESTIMATES	FY 2017-18 PROPOSED BUDGET	EXPLANATION OF SIGNIFICANT CHANGES
REVENUES:			
Sales/Use Taxes			
Board of Equalization Cost on Taxes	847,860	890,253	Increase in state collection costs
Sales Tax withheld by Trustee	13,600,350	14,204,100	Debt schedule increase
Net Sales Tax	21,838,038	21,917,620	
Total Sales/Use Taxes	36,286,248	37,011,973	Assumption of 2% increase
Intergovernmental Revenues			
State - Grants and Rail/Transit	469,683	4,321,096	State Commuter Rail/STA Funding, Additional Rail Sets
Federal - ISTEA	182,499	-	Project completed in FY17
Federal - Grant Funds	8,087,468	8,157,643	Larkspur Extension Project ongoing
Other Governments	2,881,949	1,805,000	Construction of Jennings Crossing
Measure M - Sonoma County	10,000	285,000	Sonoma Pathway Project - Payran to Southpoint design
MTC - Bridge Tolls	5,949,012	4,073,222	7th car set final funding, Larkspur extension, transit connection signs
Total Intergovernmental Revenues	17,580,611	18,641,961	
Use of Money/Property			
Interest Earnings	473,957	295,000	Reduction due to drawdown of fund balances
Rent - Real Estate	487,197	394,088	Reduction due to lease termination for Larkspur Extension
Total Use of Money/Property	961,154	689,088	
Charges for Services			
Fare Revenue	-	2,925,000	New
Parking Revenue	-	25,000	New
Other Charges - Fees, Reimbursements	53,343	30,000	Dispatch payments
Total Charges for Services	53,343	2,980,000	
Miscellaneous Revenues			
Sale - Lease/Purchase	261,855	-	Prior Revenue not continued
Miscellaneous Revenue	72,718	50,000	
Total Miscellaneous Revenues	334,573	50,000	
TOTAL REVENUES	55,215,929	59,373,023	

PAGE 1 of 3 (Continued Next Page)

TABLE 3

PROPOSED BUDGET FISCAL YEAR 2017-18
ADMINISTRATION, CAPITAL AND OPERATIONS

DESCRIPTION	FY 2016-17	FY 2017-18	EXPLANATION OF SIGNIFICANT CHANGES
	YEAR-END ACTUALS & ESTIMATES	PROPOSED BUDGET	
EXPENDITURES:			
ADMINISTRATION			
Salaries and Benefits			
Employee Salaries	3,269,600	4,103,790	
Employee Benefits	930,337	1,205,496	
Total Salaries and Benefits	4,199,937	5,309,286	Step adjustments, benefit cost increases, filling of vacant positions
Services and Supplies			
Communications	174,070	46,700	Elimination of one-time costs
Insurance	1,629,128	2,677,667	Increased liability insurance limits, self insured retention
Maintenance-Facilities	17,530	17,530	
Miscellaneous Expense	36,900	43,600	
Office Expense	96,725	123,030	Savings in prior year not rebudgeted
Postage, Printing, Periodicals	29,200	35,500	
Accounting/ Payroll Services	84,401	86,000	
Professional Services	753,004	908,534	Increased for IT needs and emergency response
Agency Extra Help	50,000	100,000	Placeholder for short term leave coverage if needed
Board of Equalization Administrative Fees	847,860	890,253	State fee increases
Legal Services	751,500	525,000	Prior year rail legal expertise complete
Rents/Leases	710,910	741,194	Increase scheduled in current lease and new Cotati lease
Computer Software and Hardware	268,810	318,401	Replacement computers/software; license renewals
Public Outreach	520,100	312,000	Prior year startup marketing complete
Training, Travel and Memberships	112,792	187,300	Increase for staff training, recruitment of Deputy General Manager
Mileage Expense	37,640	37,740	
Total Services and Supplies	6,120,569	7,050,449	
Other Charges and Payments			
Bond Principal, Interest	13,600,350	14,204,100	Debt schedule increase
Settlements	113	-	
Depreciation	5,191,464	15,698,600	Non-cash accounting entry tied to placing infrastructure in service
Total Other Charges	18,791,927	29,902,700	
Buildings & Capital Improvements (Capital Assets)			
Equipment	63,210	85,000	Server hardware replacements
Total Buildings and Capital Improvements	63,210	85,000	
Contingencies			
Operating Contingencies	-	-	
Total Contingencies	-	-	
TOTAL ADMINISTRATION EXPENDITURES	29,175,644	42,347,435	
CAPITAL			
Salaries and Benefits			
Employee Salaries	837,971	919,013	
Employee Benefits	228,799	289,454	
Total Salaries and Benefits	1,066,770	1,208,467	Step adjustments, benefit cost increases
Services and Supplies			
Maintenance-Facilities	17,819	-	All facilities costs in operations following acceptance
Postage, Printing, Periodicals	-	5,000	
Professional Services - Project	239,383	243,000	
Computer Software and Hardware	-	12,645	
Memberships	500	2,000	
Training, Travel	5,000	5,000	
Permits/Fees	45,000	50,000	
Mileage Expense	10,000	10,000	
Total Services and Supplies	317,703	327,645	
Other Charges and Payments			
Other Governments	172,636	110,000	Cooperative work with jurisdictions
Total Other Charges	172,636	110,000	

TABLE 3

PROPOSED BUDGET FISCAL YEAR 2017-18
ADMINISTRATION, CAPITAL AND OPERATIONS

DESCRIPTION	FY 2016-17	FY 2017-18	EXPLANATION OF SIGNIFICANT CHANGES
	YEAR-END ACTUALS & ESTIMATES	PROPOSED BUDGET	
CAPITAL (continued)			
Buildings & Capital Improvements (Capital Assets)			
Land	574,181	2,754,000	Land purchase set-aside for Larkspur extension
Machinery and Equipment	32,710	-	
Capital Equipment - Work in Progress	14,125,175	9,203,450	Railcar final acceptance and new 7th and 8th Set payments
Intangible Asset	2,000	-	
Infrastructure	23,970,676	25,157,870	Larkspur Extension; Novato, San Rafael, Cotati and other pathway work
Total Buildings and Capital Improvements	38,704,742	37,115,320	
Interfund Transfers			
Salaries and Benefits Transfer - Capital	(1,066,770)	(1,208,467)	
Total Interfund Transfer	(1,066,770)	(1,208,467)	
TOTAL CAPITAL EXPENDITURES	39,195,080	37,552,965	
OPERATIONS			
Salaries and Benefits			
Employee Salaries	7,982,460	9,516,920	
Employee Benefits	2,329,405	2,831,379	
Total Salaries and Benefits	10,311,865	12,348,298	Filling of vacant positions, step and benefit costs
Services and Supplies			
Uniform Expense	141,436	230,064	Uniforms, protective equipment - based on hiring and replacement
Communications	147,484	191,007	Multiple digital communication systems management
Maintenance-Equipment	70,858	188,000	Truck and heavy equipment maintenance
Maintenance-Radios	119,095	128,675	
Maintenance-Revenue Vehicles	122,608	274,169	Train Wheel truing, vehicle calibration tools, spart parts
Maintenance-Railway	397,905	397,165	Contract reduction due to hiring of permanent staff
Maintenance of Signals	225,000	128,320	Contract reduction due to hiring of permanent staff
Maintenance-Buildings/Facilities	71,530	240,660	Station, platform and facilities cleaning, spare parts
Maintenance - Pathway	-	42,500	Fence repair, weed abatement; new category
Printing Services	5,000	5,000	
Office Expense	120,661	155,000	Growth for additional facilities and staff
Special Services-Operations	492,841	-	Category discontinued, moved to professional services
Agency Extra Help	-	100,000	Allowance for temporary staff as necessary
Rents/Leases - Equipment	118,930	77,880	Equipment purchases replace leases
Minor Equipment	406,834	227,800	Decrease due to prior year purchases of necessary equipment
Computer Software and Hardware	239,301	214,754	
Training, Travel and Memberships	253,700	254,300	
Fuel and Lubricants	848,224	1,423,607	Increased in anticipation of full passenger operations
Miscellaneous	15,642	65,000	Increased for unanticipated daily operating needs
Professional Services	282,642	2,403,538	Fare machine maintenance, bus connections, other (see writeup p. 244)
Utilities	355,481	423,910	Projected increase in Utilities - water, garbage, power
Total Services and Supplies	4,435,173	7,171,347	
Buildings & Capital Improvements (Capital Assets)			
Buildings & Improvements	-	15,000	Rail Operations Facility improvements
Vehicles, Equipment	899,330	1,229,919	Rail scrubbing machine, Pathway maintenance vehicle, extra wheel set
Software/ Intangible Assets	210,481	-	Maintenance Management System complete
Total Buildings and Capital Improvements	1,109,811	1,244,919	
Equipment Replacement			
Annual Allocation		525,000	Allocation for future equipment replacement schedule
		525,000	
Contingencies			
Operating Contingencies	492,290	600,000	Contingency for emergencies, unanticipated equipment
Total Contingencies	492,290	600,000	
TOTAL OPERATIONS EXPENDITURES	16,349,139	21,889,565	
TOTAL EXPENDITURES	84,719,863	101,789,965	

PROPOSED FISCAL YEAR 2017-18 BUDGET: DISCUSSION

TABLE 3: PROPOSED BUDGET FISCAL YEAR 2017-18

Overview:

The Fiscal Year 2017-18 budget proposal contains all the anticipated revenues and expenses related to final completion of the Phase 1 project, continuation and ramp-up of the Larkspur extension, and a full year of passenger service operations. There will continue to be a difference between revenues and expenditures since we will not be charging full fares until September. In addition, the passage of SB 1 by the State will bring revenues to the District, but will only start beginning January of 2018. As a result of this difference, again we are anticipating that operating expenditures will be \$3.5 million higher than revenues. However, as we discussed last year at this time, we have been protecting a minimum fund balance in all of our financial calculations in order to cover this unique scenario. In addition, in future years, we will have a full year of fare revenue and additional state operating funds. Our anticipated operating reserve balance, at the close of Fiscal Year 2017-18, is projected to be \$16.2 million. We continue to think that a healthy reserve is key to the ongoing stability of the District. Further, a healthy capital reserve to prepare for unforeseen expenses that a new agency could experience is also critical. Rail accidents, unforeseen regulatory demands and operating realities could mean a number of unanticipated capital expenses in our first year of operations. In addition, we are holding funds for equipment replacement in the future, as well as, unanticipated capital project closeout costs. For all of these reasons, we are maintaining a total \$10 million capital reserve.

Below is a discussion of all revenues and expenditures changes of note in **Table 3**, the Proposed Budget for Fiscal Year 2017-18.

Revenues:

Revenues available to fund the budget in Fiscal Year 2017-18, not including available fund balance, are \$59,373,023. Revenues include sales tax, new state rail funding, passenger fares and parking fees, and grants for ongoing capital expenses. Some highlights are outlined below:

- As reported during the year, we are beginning to see a slowdown in the growth of sales tax funds in the last three quarters of revenue. As a result, we are budgeting for a more conservative 2% increase in sales tax for the new fiscal year.
- Fare revenue of \$2,925,000 is included in anticipation of full fare service beginning September 2017.
- Grant funding of \$12.6 million is tied to ongoing pathway projects, ramp up of the Larkspur extension, final payments for rail cars and initial payments for the 7th and 8th car sets.
- Conservative projections of \$25,000 related to parking at SMART-owned lots is included.
- A decrease of \$178,957 in interest earnings as a result of the drawdown of fund balance set aside for the project.

Expenditures:

Administration:

There are a few notable increases that lead to an increased overall administrative budget for Fiscal Year 2017-18 from \$29,175,644 to \$42,347,435. Those changes are as follows:

- Increase of \$1,048,539 in liability and self-insured retention costs related to the start of passenger service and a general increase in claims activity.

- Debt service costs increase by \$603,750 in accordance with the 2012 bond sale structure.
- Significant increase in depreciation expense as our new infrastructure and vehicles are placed into service. This does not result in actual spending but is required for transparency in financial reporting.
- Salary and benefits increase of \$1.1 million to fund needed new positions, benefit cost increases, and implementation of regular salary step increments within approved salary ranges.

Capital:

Capital Budget expenditures in Fiscal Year 2017-18 decrease from \$39,195,080 to \$37,552,965. The Proposed Capital Budget includes final payments for completion of Phase 1, including acceptance of all systems, facilities and rail car sets. In addition, the following are also included in Capital expenditures:

- Authorization of \$1.4 million for progress payments for additional four rail cars funded by the State of California Cap and Trade funds.
- Payments of \$7.5 million to vehicle manufacturer for original seven rail car sets.
- Shift of \$2 million for completion of pathway segments in Novato (Franklin to Grant and Rush Creek to Novato North station) that were delayed due to permitting.
- Appropriation of \$13.4 million in anticipated expenditures for the Larkspur extension project.
- Inclusion of \$1.8 million for the City of Santa Rosa for the Jennings Avenue crossing paid entirely by the City of Santa Rosa.
- Deletion of vacant and unused positions and addition of a new Associate Engineer position and reclassification of Three Junior Engineers to Assistant Engineers to allow for the progression of engineering positions for current staff. Engineering positions are funded primarily by grant and other funds for projects.

Operations:

The Proposed Operations Budget shows increases in SMART operating costs from \$16,349,139 to \$21,889,565 primarily due to increased services related to startup of passenger services. This level of expenditure is necessary to provide 24-hour dispatching, seven-day-a week scheduled service, train and signal operation, vehicle maintenance and regulatory tracking, and maintenance of all SMART infrastructure and facilities (including track, structures, grade crossings, communications, signals and pathway). Significant highlights include the following:

- Salary and benefits increase of \$2 million. This increase is for two reasons: first, the addition of 2 Engineer-Conductors, 2 vehicle Maintenance Technicians, 1 Track Maintainer, and 1 Signal Technician. Second, an increase due to anticipated staffing compared to the prior year. Positions are listed in further detail in **Table 4**.

- Decreases in Maintenance of Signals totaling \$96,680 due to hiring of permanent staff. Previously SMART relied on contracts for these functions.
- Increase of \$169,130 for Maintenance of Facilities to ensure stations are cleaned and well-maintained, which includes additional signage, parts and services.
- Deletion of Special Services-Operations account and shift of those expenses to Professional Services. Total budget for Professional Services is \$2.4 million. This is an increase of \$2.1 million over the prior year due to the start of service. It includes large contracts for maintenance and management of fare vending machines, payments to transit operators for bus connectors to future SMART stations, customer service provided by Golden Gate, expertise in operational technical systems, hosting and maintenance of WiFi, and emergency bus bridge services.
- Expenditures of \$1,423,607 for fuel and other necessary fluids. This budget is a conservative estimate of costs based on our anticipated vehicle performance and includes contingency for fluctuation of costs.
- Vehicles and Equipment (Capitalized): A total of \$1,229,919 which includes the purchase of additional wheel sets for seamless maintenance and truing of wheels throughout the year, a new vehicle specifically for pathway maintenance, a forklift, and a scrubber for ongoing conditioning of the rails.
- Creation of an equipment replacement fund with an allocation of \$525,000 tied to vehicles and other equipment. This will be an ongoing annual allocation to provide for the replacement of equipment as needed in the future.
- The budget also includes an appropriated contingency of \$600,000 to allow for necessary expenditures not anticipated at budget time, but which may arise during regular operations. In the current year this funding was used only for emergency costs related to flooding during the storms. Given the startup nature of SMART there are likely a number of logistical or service needs that could require these resources. Operational needs above the contingency amount will be brought to the Board for their consideration, and would be funded by available operating fund balance.

TABLE 4, on the following pages, contains the Personnel and Position Authorizations for Fiscal Year 2017-18 and includes a column showing any significant changes from the prior year. In addition to noted changes, we have adjusted the salary ranges to make them more uniform, with regular steps for advancement within a salary range. In a number of cases, our salary ranges were overly broad and we have thus adjusted them to a more standard 20% range from top to bottom. There are very few significant changes as a result and only two of our positions, Accountant and Real Estate Specialist, required a top step shift of 10%.

TABLE 4

Fiscal Year 2017-18 : Proposed Position Authorization (Revised)

Position	FTE	Salary Range Annual		Salary Range: Hourly		CHANGE
		Low	High	Low	High	
ADMINISTRATIVE						
Accountant	2	68,266	82,971	32.82	39.89	Added One
Accounting and Payroll Assistant	1	49,525	60,195	23.81	28.94	
Administrative Analyst/ Contracts	1	75,338	91,582	36.22	44.03	
Administrative Assistant	2	44,866	54,538	21.57	26.22	
Assistant Planner*	1	64,979	78,978	31.24	37.97	
Assistant General Counsel	1	129,709	157,664	62.36	75.80	
Chief of Police	1	154,190	187,408	74.13	90.10	
Chief Financial Officer	1	207,355	252,054	99.69	121.18	
Clerk of the Board	1	68,266	82,971	32.82	39.89	
Code Compliance Officer	2.5	50,752	61,693	24.40	29.66	Added One
Communications and Marketing Manager	1	120,453	146,411	57.91	70.39	
Community Outreach Coordinator	1	66,602	80,954	32.02	38.92	
Community Outreach Specialist	1	103,854	126,256	49.93	60.70	
Deputy General Manager	1	227,781	276,869	109.51	133.11	
Fiscal Manager	1	117,520	142,834	56.50	68.67	
General Counsel	1	207,355	252,054	99.69	121.18	
General Manager	1	-	293,655		141.18	
Human Resources Manager	1	114,650	139,360	55.12	67.00	
Human Resources Principal Analyst	1	103,854	126,256	49.93	60.70	
Information Systems Specialist	1	114,650	139,360	55.12	67.00	
Legal Administrative Assistant	1	61,838	75,171	29.73	36.14	
Payroll Technician	1	49,525	60,195	23.81	28.94	
Procurement Coordinator	1	96,450	117,229	46.37	56.36	Title Change
Programming and Grants Manager	1	126,547	153,816	60.84	73.95	
Real Estate Officer	1	71,718	87,173	34.48	41.91	Title Change
Real Estate Manager	1	143,166	174,034	68.83	83.67	Title Change
Senior Administrative Assistant	1	61,838	75,171	29.73	36.14	
Senior Administrative Analyst	1	85,238	103,626	40.98	49.82	
Senior Planner	1	85,238	103,626	40.98	49.82	

Subtotal Administrative Full Time Equivalents (FTE)

32.5

CAPITAL POSITIONS						
Assistant Engineer *	5	81,141	98,634	39.01	47.42	Added Three
Associate Engineer*	1	96,450	117,229	46.37	56.36	New
Chief Engineer	1	170,186	206,877	81.82	99.46	
Construction Manager *	0	158,038	192,109	75.98	92.36	Deleted
Deputy Project Manager *	1	170,186	206,877	81.82	99.46	
Junior Engineer *	1	71,718	87,173	34.48	41.91	Deleted Four
Project Extra hires *		Up to total amount	50,000			
Construction Engineer *	1	106,454	129,397	51.18	62.21	New Title
Senior Rail Engineer *	0	143,166	174,034	68.83	83.67	Deleted

Subtotal Capital Full Time Equivalents (FTE)

10

Table 4 : Continued on Next Page (Page 1 of 2)

TABLE 4

Fiscal Year 2017-18 : Proposed Position Authorization (Revised)

Position	FTE	Salary Range Annual		Salary Range: Hourly		CHANGE
		Low	High	Low	High	
OPERATIONS POSITIONS						
Administrative Services Manager	1	81,141	98,634	39.01	47.42	
Assistant Superintendent of Transportation	1	98,862	120,162	47.53	57.77	
Bridge Tender*	2	43,763	53,206	21.04	25.58	
Controller /Supervisor	10	89,565	108,867	43.06	52.34	
Conductor**	11	58,864	71,552	28.30	34.40	
Engineer-Conductor**	23	69,971	85,051	33.64	40.89	Added Two
Extra Hires Operations		Up to total amount	190,400			
Facilities Maintenance Supervisor	1	89,565	108,867	43.06	52.34	
Facilities Maintenance Technician	2	54,662	66,435	26.28	31.94	
Laborers	5	43,763	53,206	21.04	25.58	
Operations Manager	1	170,186	206,877	81.82	99.46	
Parts Clerk	2	56,014	68,099	26.93	32.74	
Railroad Information Systems Specialist	1	101,338	123,157	48.72	59.21	
Safety & Compliance Officer	1	109,117	132,642	52.46	63.77	
Signal Supervisor	2	96,450	117,229	46.37	56.36	
Signal Technician	9	75,338	91,582	36.22	44.03	Added One
Superintendent of Vehicle Maintenance	1	117,520	142,834	56.50	68.67	
Superintendent of Transportation	1	117,520	142,834	56.50	68.67	
Superintendent Signals and Way	1	117,520	142,834	56.50	68.67	
Track Maintainer	5	57,429	69,805	27.61	33.56	Added One
Track Maintenance Supervisor	2	91,790	111,592	44.13	53.65	
Vehicle Maintenance Supervisor	4	91,790	111,592	44.13	53.65	
Vehicle Maintenance Technician	10	69,971	85,051	33.64	40.89	Added Two

Subtotal Operations Full Time Equivalents (FTE)** 85

TOTAL ALL SMART DEPARTMENTS	127.5
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* Denotes Limited-Term Position Dependent on Project need

** Engineer/Conductor may be filled by Conductors, Total FTE for both positions combined is 23

EXHIBIT B

STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2017-18

1.0 Policy:

This investment policy is intended to outline the guidelines and practices to be used in effectively managing the SMART District (District's) available cash and investment portfolio. District monies not required for immediate cash requirements will be invested in compliance with the California Government Code Section 53600, et seq.

2.0 Scope:

This policy applies to all the financial assets accounted for in the District's Comprehensive Annual Financial Report and any new fund created by the District, unless specifically exempted. The investment of bond proceeds will be governed by the provisions of relevant bond documents.

3.0 Prudence:

The Board of Directors and Chief Financial Officer adhere to the guidance provided by the "prudent investor rule," California Government Code Section 53600.3, which obligates a fiduciary to ensure that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

4.0 Objectives:

In accordance with California Government Code Section 53600.5, and in order of importance, the Chief Financial Officer shall adhere to the following three criteria:

- (a) Safety of Principal – Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- (b) Liquidity – Investments shall be made whose maturity date is compatible with cash flow requirements and which will permit easy and rapid conversion into cash without substantial loss of value.
- (c) Return on Investment – The District's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and

economic cycles, taking into account the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority:

The authority of the Board to purchase or sell securities for the District's portfolio, may be delegated by the Board to the Chief Financial Officer, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked. The Chief Financial Officer shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

The oversight responsibility for the investment program is hereby delegated to the Chief Financial Officer who shall monitor and review all investments for consistency with this Investment Policy.

The Chief Financial Officer may delegate investment decision making and execution authority to an independent SEC-registered investment advisor. The advisor shall comply with this Policy and such other written instructions as are provided by the Chief Financial Officer.

6.0 Investment Procedures:

The Chief Financial Officer shall establish written operational procedures pertaining to the investment of District funds. These procedures shall be compliant with the parameters and limits set forth by this investment policy. The procedures should regulate actions regarding: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

7.0 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business to the Chief Financial Officer. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

8.0 Authorized Financial Dealers and Institutions:

For brokers/dealers of government securities and other investments, the Chief Financial Officer shall select only brokers/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations. Before engaging in

investment transactions with a broker/dealer, the Chief Financial Officer shall obtain a signed verification form that attests the individual has reviewed the District's Investment Policy, and intends to present only those investment recommendations and transactions to the District that is appropriate under the terms and conditions of the Investment Policy.

If an Investment Advisor is authorized to conduct investment transactions on the District's behalf, the Investment Advisor may use their own list of approved broker/dealers and financial institutions for investment purposes.

9.0 Authorized and Suitable Investments:

The District is governed by the California Government Code, Sections 53600, *et seq.* Within the context of these limitations, the investments listed below are authorized. Those investments not identified are considered to be ineligible.

1. **U.S. Treasury Obligations.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency.
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.
5. **Bankers' Acceptances.** Time drafts or bills of exchange that are drawn on and accepted by a commercial bank and brokered to investors in the secondary market. The maximum maturity of an issue will be 180 days. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by nationally recognized statistical-rating organization. The maximum exposure shall be no more than 40% of the portfolio value. However, no more than 30 percent of the agency's money may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

6. **Commercial Paper.** Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated “AA” or higher by a nationally recognized statistical-rating organization.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated “AA” or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less. The District may invest no more than 25 percent of its money in eligible commercial paper. The District may purchase no more than 10 percent of the outstanding commercial paper of any single issuer.

7. **Medium-Term Notes.** Medium-term notes are defined in Government Code Section 53601 as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated “AA” or better by a nationally recognized statistical-rating organization. Purchases of medium-term notes shall not include other instruments authorized by section 53601 and may not exceed 30% of the portfolio value.
8. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Securities eligible for investment under this subdivision shall be rated in the highest letter and number category by a nationally recognized rating service for short-term ratings (A-1/P1/F-1) and AA or better for longer-term ratings. Purchases of negotiable certificates of deposit may not exceed 30 percent of the District’s aggregate portfolio.
9. **Time Deposits.** The District may invest in non-negotiable time deposits (CDs) that are FDIC insured or fully collateralized in a state or national bank, savings association or

federal association, federal or state credit union located in California, including U.S. branches of foreign banks licensed to do business in California. To be eligible to receive local agency deposits, a financial institution must receive a minimum overall “satisfactory rating” for meeting the credit needs of California Communities in its most recent evaluation. CDs are required to be collateralized as specified under Government Code Section 53630 et seq. The District, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. No deposits shall be made at any time in CDs issued by a state or federal credit union if a member of the Governing Council or the Finance Director serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit shall not exceed that total shareholder’s equity of any depository bank, nor shall the deposit exceed the total net worth of any institution.

10. **Local Agency Investment Fund (LAIF)** is a pooled investment fund through the State Chief Financial Officer. Deposits for the purpose of investment in the Local Agency Investment Fund of the State Treasury may be made up to the maximum amount permitted by State Treasury policy.
11. **Money Market Funds.** The Chief Financial Officer may invest in shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (Government Code Section 53601(k).)

The following criteria will be used in evaluating companies:

- a. Attain the highest ranking letter and numerical rating provided by not less than two nationally recognized rating services; or
 - b. Have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five (5) years’ experience managing money market mutual funds and with assets under management in excess of \$500,000,000.
 - c. The maximum purchase price of shares shall not exceed 20% of the portfolio. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund.
12. **Local Government Investment Pools.** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (o) of Government Code Section 53601, inclusive. Each share shall represent an equal proportional

interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o) Government Code Section 53601, inclusive.
- c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

Credit criteria and sectors and issuers percentages for investments listed in this section will be determined at the time the security is purchased. A decline in the overall investment balances that causes the percent to any investment above its maximum policy limit will not be considered out of compliance. The District may from time to time be invested in a security whose rating is downgraded. In the event a rating drops below the minimum allowed rating category for that given investment type, the Chief Financial Officer shall notify the District General Manager and District Council and recommend a plan of action.

10.0 Prohibited Investments:

Under the provisions of California Government Code Sections 53601.6 and 53631.5, the District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, mortgage-derived, interest-only strips or any investment that may result in a zero interest accrual if held to maturity.

11.0 Collateralization:

Collateralization is required on Certificates of Deposit as per California Government Code section 53601. The collateralization level for certificates of deposit is 100% of market value of principal and accrued interest.

The entity chooses to limit collateral to the following: U.S. Treasuries and Federal Agency Obligations. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

12.0 Safekeeping and Custody:

All securities purchased may be delivered versus payment (“DVP”) basis, and held in safekeeping pursuant to a safekeeping agreement.

13.0 Maximum Maturities:

To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. For certain instruments, the term of the investment is limited by market convention or as otherwise prescribed herein. No investments may be acquired that exceed five (5) years, unless approved by the Board at least 90 days in advance of the purchase.

14.0 Internal Control:

The Chief Financial Officer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures. The Chief Financial Officer may, at any time, further restrict the securities approved for investment as deemed appropriate.

15.0 Performance Standards:

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the District's investment risk constraints and cash flow needs.

16.0 Reporting:

In accordance with Government Code Section 53607, the Chief Financial Officer shall submit an annual report to the Board indicating the types of investment by fund, institution, date of maturity, and amount of deposit, and shall provide the current market value of all securities with a maturity of more than twelve (12) months, rates of interest, and expected yield to maturity.

17.0 Investment Policy Adoption:

The Chief Financial Officer may, at any time, further restrict the securities approved for investment as deemed appropriate.

Additionally, the Chief Financial Officer shall annually send a copy of the current Investment Policy to all approved dealers. Each dealer is required to return a signed statement indicating receipt and understanding of the District's investment policies.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA-MARIN AREA RAIL TRANSIT DISTRICT, STATE OF CALIFORNIA, DECLARING AND RATIFYING THE APPROPRIATION LIMIT FOR FISCAL YEAR 2017-18

WHEREAS, Article XIII B of the California Constitution (“Article XIII B”) places various limitations on the appropriations of the State of California and local public agencies; and

WHEREAS, Article XIII B requires the Sonoma-Marín Area Rail Transit District (“SMART”) to set an annual appropriations limit based on factors which include the appropriations limit for the prior fiscal year, population growth (if any), and inflation; and

WHEREAS, SMART’s annual appropriations limit was first set at \$100,000,000 for Fiscal Year 2008-09 with the passage of Measure Q; and

WHEREAS, SMART approved subsequent annual appropriations limits as required by law; and

WHEREAS, the information supporting these adjustments is attached hereto as Exhibit A; and

WHEREAS, the information used to make these calculations for SMART was made available for public inspection in SMART’s offices on June 1, 2017, and has been available for at least 15 days prior to the scheduled adoption of this resolution, in accordance with the requirements of California Government Code section 7910.

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED that the Appropriations Limit for SMART FISCAL YEAR 2017-18 shall be \$132,986,287.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Sonoma-Marín Area Rail Transit District held on the 21st day of June, 2017, by the following vote:

**Resolution No. 2017-06
Sonoma-Marín Area Rail Transit District
June 21, 2017**

DIRECTORS:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debora Fudge Chair, Board of Directors
Sonoma-Marín Area Rail Transit District

ATTEST:

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

EXHIBIT A

CALCULATION OF SMART APROPRIATION LIMITS

FISCAL YEAR	2015-16	2016-17	2017-18
BEGINNING LIMIT	\$115,074,050	\$120,443,426	\$127,615,646
PER CAPITA INCREASE IN COST OF LIVING	1.0382	1.0537	1.0369
POPULATION CHANGE	1.0084	1.0053	1.0050
POPULATION FACTORS USED*	TOTAL SONOMA COUNTY	TOTAL SONOMA COUNTY	TOTAL SONOMA COUNTY
TOTAL	\$120,443,426	\$127,615,646	132,986,287

* Per Government Code §7901, special districts located in two or more counties, such as SMART, may choose to use the change in population for the portion of the district which has the highest assessed valuation.